

TELLURIDE ACADEMY, INC.

PROGRAM AGREEMENT

By signing this Telluride Academy, Inc. (“**TA**”) Program Agreement, the adult participant (those 18 years of age or older), parent or legal guardian (collectively, “Signing Adult”) hereby agrees on behalf of himself/herself and/or the minor participant (those whose age is under 18 years) (jointly, “**Participant**”) as follows:

In conjunction with your registration, you must (I) complete Registration and Medical Information and (II) sign this Program Agreement, the Acknowledgment and Assumption of Risks & Release Agreement and the Indemnity Agreement (jointly, the “**Agreements**”). You must also submit a current Colorado Immunization form. The Agreements and materials contain important information associated with your TA experience, so please read and complete each carefully. All of the Agreements must be completed and signed by Signing Adult, as appropriate. **Participant’s final acceptance, enrollment and participation in a TA program is contingent upon TA’s receipt and review of the signed Agreements and other required information.**

Deposit, Registration Fee & Payment: A 15% deposit is due at the time of registration. Each Participant registered must also pay an annual registration fee of \$35.00. This annual registration fee is charged only once each calendar year regardless of how many programs that Participant registers for. Both the 15% deposit and the annual registration fee are not refundable. 100% of the full tuition for every Participant must be paid in full no later than May 14th. Should TA not receive final payment by this date, Participant shall be removed from the roster(s) of the program(s) they have registered for and your 15% deposit and \$35.00 Registration Fee shall be forfeited. All programs booked after May 14th must be accompanied by full payment. All payments, once received, are non-refundable, except under the circumstances identified in this document. Please contact TA to make appropriate arrangements if you need a special payment plan.

Program Availability: Participants are registered and program spots are filled on a first come first serve basis. No program spots are held without the required deposits. To create a desirable environment, and at TA’s discretion, some program spots may be reserved for a particular gender or age. If TA is unable to provide Participant with the program(s) he/she had originally registered for, TA will either provide you a full refund or upon your request, endeavor to find Participant another program. If you decide to move Participant to another program, TA will either grant a partial refund or charge you an additional fee based on any difference in program tuition cost.

Participant Cancellation or Return: TA shall not refund or reduce tuition for late or non-arrival, early withdrawal or Participant cancellation. Therefore, if a Participant cancels, doesn’t show up for a program they are registered for, arrives late or is dismissed or departs for any reason, no refunds can be granted. Further, Signing Adult is responsible for paying all costs of early departure, whether for medical reasons, personal emergencies, expulsion or for any other reason. These costs include, but may not be limited to, evacuation, medical treatment, plane or other transportation, meals and lodging costs, and expenses for staff who may accompany Participant.

Program Cancellation or Alteration:

1. TA reserves the right to combine or cancel entire programs or alter any aspect of any program, including itinerary, dates, activities or location for reasons including, but not limited to, the number of confirmed students, weather, environment, health hazards, or for any other reason TA determines, in its discretion, is appropriate.
2. If TA cancels a program, your full tuition shall be refunded. However, TA shall only be responsible for the actual tuition paid by you directly to TA, and is not responsible for any other costs incurred by you in relation to a program that is cancelled (including equipment purchased for the program or non-refundable airline tickets).

Insurance:

1. **Medical Insurance:** All Participants must have medical insurance. **Note:** If you are traveling with TA outside the U.S., your personal medical insurance may not cover Participant’s medical expenses. You should review your medical insurance to understand if you have appropriate coverage, or if you need to purchase a supplemental medical policy.
2. **Trip or Travel Insurance:** We highly recommend that you consider purchasing trip cancellation and/or travel insurance to assist in covering some of the costs incurred in the event of cancellation, late arrival or early departure.

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Participant Behavior & Expectations:

1. All Participants must understand that they share in the responsibility for their own well-being, and the well-being of the group.
2. Participant must arrive on time. Signing Adult agrees to pick up Participant on time, if appropriate. If Participant is sick or unable to attend, Participant and/or Signing Adult agree to notify TA immediately.
3. TA feels that each Participant has the right to be respected and to participate in a positive learning environment. Participants are expected to have a good attitude. If a Participant chooses to ignore behavioral expectations, or for any other reason, TA staff may, in their discretion, (i) contact the Signing Adult, and (ii) excuse Participant from the activity until he/she agrees to behave, and/or (iii) dismiss Participant from the program (see below #4).
4. TA reserves the right to dismiss any Participant from the program that staff believes, in their discretion, presents a safety concern or medical risk, is disruptive, or otherwise conducts him or herself in a manner detrimental to the program. Conduct that TA considers detrimental to the program and that can result in dismissal includes, but is not limited to use or distribution of illegal drugs, alcohol, or tobacco products; theft; falsifying medical information and/or not disclosing relevant medical or health issues; harassment; purposeful destruction of property; abuse, or use of/carrying a weapon.

Medical Information Requested: Our registration process requires you to provide medical information to TA related to Participant. Upon enrolling in a TA program, I understand and agree:

1. Participation in a TA program includes a review of Participant's submitted medical information, but does not necessarily exclude Participation. TA needs accurate information about Participant's health to assist in understanding any concerns or issues.
2. The Signing Adult, in consultation with Participant's physician, should consider carefully whether the TA program and related Activities (as defined below) are an appropriate match for Participant, before participation. TA programs take place in the U.S. or in foreign countries and Participants may engage in a variety of educational, instructional, adventure and/or recreational Activities. These Activities may include exposure to certain Risks, as defined and set forth below. Please review our website at www.tellurideacademy.org including the program descriptions and associated TA "challenge levels," and the Agreements for additional details about the Activities and associated Risks. Please contact TA if you and/or your physician have any questions about the nature and physical demands of these Activities or other concerns.
3. We require Participant to deliver his/her medications (prescription, over the counter, herbal) to TA staff at the beginning of the program. Certain medications may be left in Participant's possession per our discretion, and other medications may be held by our staff.
4. If Participant has a disability and/or special need that may affect his/her own and/or the group's experience, please contact TA to discuss Participant's situation. In many cases, additional staff can be added to accommodate a Participant with a disability.

Medical Authorization: I hereby authorize TA staff, representatives, contractors and/or other medical personnel to obtain or provide medical care for Participant, to transport Participant to a medical facility and to provide treatment (including routine or emergency care) they consider necessary for Participant's health. I further hereby agree to pay all costs associated with that care and transportation. I hereby agree to the release (to or by TA) of any medical records necessary for treatment, referral, billing or insurance purposes.

1. I will provide true and accurate medical information to TA, and agree to contact TA if any medical or health condition changes before the start of (or during) the TA program. I understand that providing inaccurate medical information or falsifying medical information can create serious risks to Participant or others and/or can result in Participant's dismissal from the program. Although TA will review Participant's submitted medical information and may allow participation, TA cannot anticipate or eliminate risks or complications posed by Participant's mental, physical (including fitness level) or emotional condition. I understand that emergency, medical, drug and/or health issues and any related response, assessment or treatment, are included within the scope of – and expressly subject to the terms of the Agreements.

Equal Opportunity: TA provides equal opportunities to all, and does not discriminate on the basis of race, color, gender, religion, national or ethnic origin, sexual orientation, age, or disability. However, we do reserve the right to refuse admission to our programs in appropriate cases, including cases where health or medical conditions may preclude participation, or to reserve program spaces based upon gender or age, to create a desirable program environment.

Photo Permission/Release: I hereby authorize TA, or parties designated by TA, to take photos or other images, written or spoken statements (including quotations from conversations and correspondence), and/or video or other recordings, of

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or including Participant and/or Signing Adult, without compensation, and use these materials, including for sale, reproduction or display on the worldwide web (i.e. websites, Facebook, You Tube) and in catalogues or other materials, or for any other promotional or educational use. These materials shall be the sole property of TA.

Lost, Stolen or Damaged Property: I understand and agree that TA is not responsible for a Participant's lost, stolen or damaged personal belongings, whether incurred during travel or while on program. In addition, Participant and/or Signing Adult may be held responsible for damage to, or loss of TA property or equipment caused by Participant. This may include sharing in the group's collective responsibility for equipment/property destruction or loss.

I. ACKNOWLEDGMENT AND ASSUMPTION OF RISKS & RELEASE AGREEMENT

Please read this entire document carefully before signing. In consideration of the services of TA and its officers, directors, trustees, board members, advisors, employees, agents, representatives, physician advisors, volunteers, independent contractors and all other persons or entities associated with it, I (Signing Adult) acknowledge and agree as follows:

Acknowledgement & Assumption of Risks. TA's instructional, educational, recreational and/or adventure Activities include Risks (defined below). These Activities may take place in Colorado, or in other locations in the U.S. or in foreign countries and may include, but are not limited to hiking and peak ascents; backpacking; camping; wilderness exploration; horseback riding; llama trekking; mountain or road bicycling; technical rock climbing (both indoors on artificial walls, and/or outdoors on natural rock); cross-country/Nordic or downhill skiing; snowboarding; tubing; sledding; snowshoeing; ice skating; ropes or challenge course Activities; swimming; river rafting, canoeing, kayaking, sailing or other boating; fishing; snorkeling; surfing; zip-lining; skateboarding; gymnastics; karate; orienteering; archery; theatre; homestays or use of backcountry huts; service learning projects; science experiments; arts and crafts; cooking and food preparation; interactive games and/or other sporting Activities; engaging in any activity in a manmade or manipulated park/terrain park/skate park setting (e.g. biking, snowboarding, kayaking, skateboarding) or on trails or roads, facilities or premises; travel on trams, chairlifts or other means, or in airplanes, vans, buses and other vehicles to and from Activities or otherwise (collectively referred to in these Agreements as "**Activities**"). These Activities may be day or multi-day, led by TA staff or contractors, mandatory or optional, scheduled or unscheduled, supervised or unsupervised, and/or occur during Participant's free and/or independent time. I acknowledge that the inherent and other risks, hazards and dangers (collectively referred to in these Agreements as "**Risks**") of these Activities can cause injury, damage, death or other loss to participant or others. Signing Adult gives permission for Participant to participate in all TA Activities and agrees to discuss the nature of these Activities and Risks with Participant (if the Signing Adult is not Participant).

The following includes some, but not all of those Risks:

1. **Risks in an outdoor environment.** These Risks include travel in high altitude, mountainous or wilderness terrain both on and off trail, and on land or water. Participant's travel may be subject to storms, including strong winds, rain, lightning, snow or hail; currents, waves or whitewater; flashfloods; extremely hot, humid or cold weather or water; fast moving rivers or other water bodies; falling or unstable rocks; falling or fallen timber; stinging, venomous or disease carrying animals or insects; poisonous plants; wild animals and other natural or man-made hazards. Hazards (both on land and above and below water level) may not be marked or visible and weather is unpredictable year-around.
2. **Risks associated with travel in the U.S. or a foreign country.** Travel can involve unique Risks, such as political unrest, terrorism and warfare, contact with unusual diseases, viruses or bacteria, exposure to contaminated food or water, dangerous road or travel conditions, thievery, sexual assault, molestation, abduction, and other Risks. Participants may be subject to laws and legal systems in foreign countries that do not provide the same protections as the U.S. legal system. Although TA considers current geopolitical climates in choosing program locations, TA personnel are not experts in assessing the likelihood of terrorist activity, political unrest, and the need for vaccinations or other issues. Participant/Signing Adult is responsible for conducting their own independent investigation through the U.S. State Department, Centers for Disease Control, World Health Organization or other sources, should they have concerns about program locations.
3. **Risks associated with any outdoor or athletic activity.** These Risks include that a Participant may overestimate his/her abilities or fitness; be inattentive; lose control and trip or fall and/or collide with, for example, others, the ground, rocks or trees or encounter other animal/water/terrain/road/trail hazards; not understand the functioning of (or misuse) the equipment; encounter the unpredictable or dangerous behavior of a horse or other domestic animal, whether riding or within range of the animal; fail to negotiate steep, uneven or difficult terrain; not control his/her speed or experience equipment malfunction.

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4. Rafting or other boating and swimming Risks. These Risks include potential water obstacles or hazards such as rapids, boulders, trees, fences, waterfalls, holes, reversals; slipping on wet rocks or jumping off rocks into the water; falling overboard; being swept into a river current or experiencing a boat capsize or collision.
5. Risks involved in judgment and decision-making. TA staff, representatives, contractors or others must make various judgments and decisions as they conduct Activities in changing environments. These judgments and decisions are, by their nature, imprecise and subject to error. Consequently, there are Risks involved in judgment and decision making, including the Risk that a TA staff member, contractor or representative, or Participant or a co-Participant, may misjudge Participant's (or others) capabilities, health or physical condition, or misjudge some aspect of instruction, medical treatment, weather, terrain, water conditions or water level, or route location.
6. Personal health and participation Risks. The Risk that Participant's mental, physical or emotional condition (including use or abuse of prescription or non-prescription drugs), whether disclosed or undisclosed, known or unknown, combined with participation in these Activities could result in injury, damage, death or other loss. Although TA will review Participant's submitted medical information, TA cannot anticipate or eliminate Risks or complications posed by Participant's mental, physical (including fitness level) or emotional condition. TA has identified "challenge levels" for some programs that contain general information on travel distances and other details, to assist Participants in choosing programs. Signing Adult assumes full responsibility for selecting courses based upon this or other information, and his/her own understanding of Participant's mental, physical and emotional condition.
7. Equipment Risks. The Risk that equipment used in an activity may be misused, or may break, fail or malfunction. This includes Participant's personal equipment, TA equipment or any other equipment (whether purchased, borrowed or rented). Participants choosing to bring and use their personal equipment (including any safety gear) or renting/borrowing from TA assume full responsibility, along with Signing Adult, for choosing appropriate equipment and for the fit and condition of their equipment. TA requires use of helmets or other safety gear for some Activities and Participants are responsible for keeping their helmets on during these Activities. Safety gear may prevent or lessen injuries in some instances; however, **use of safety gear is not a guarantee of safety**, and injury can occur even with the use of this gear.
8. Risks connected with geographic location. Activities may take place in remote places, several hours from any medical facility, causing potential delays or difficulties with communication, transportation, evacuation and medical care. Although TA staff or contractors may have wireless communication devices (including cell or satellite phones) while conducting Activities, use of these communication devices in outdoor, mountainous and/or wilderness terrain or in any location is unreliable and inconsistent.
9. Risks associated with cooking and camping. Risks include gas explosion, scalding or other burns associated with cooking over a gas stove or open fire, and water contamination in natural water sources.
10. Risks regarding conduct. This includes the Risk that Participant, or other participants or third parties may act carelessly, recklessly or maliciously.
11. Homestay Risks. These Risks include those associated with Participants living with a homestay family without the direct supervision of TA staff. Such Risks include exposure to disease, pollution, livestock, sexual assault and molestation, and unsanitary living conditions.
12. Risks associated with free time. Participants may have free and/or independent unsupervised time before, during and after the start of Activities and at various other times. Unsupervised time may include free or independent time alone or with others and/or time spent with home-stay families. Participants will not be directly supervised or watched during nighttime sleeping hours, whether in a hostel, hotel, homestay, tent or other accommodation. **During both supervised and unsupervised Activities, all Participants share in the responsibility for their own well-being and the well-being of the group.**
13. Other Risks. that are generally associated with instructional, educational recreational and/or adventure Activities.

These and other Risks may result in Participants falling partway or falling to the ground; being struck; colliding with or impacting objects, people, animals or the bottom of a river or other water body; experiencing vehicle or boat collision, capsize or rollover; getting caught or entangled in objects above or below water; reacting to high altitudes, weather conditions or increased exertion; experiencing assault or sexual assault; becoming lost or disoriented; suffering gastrointestinal complications or allergic reactions; exposure to infectious diseases or viruses or experiencing other problems. These and other circumstances may cause heat or cold related illnesses or conditions (including hypothermia, hyperthermia, cold water immersion, frostbite or heat exhaustion/stroke), dehydration, drowning, high altitude sickness, heart or lung complications, broken bones, paralysis or other permanent disability, mental or emotional trauma, pregnancy, concussions, sunburn or other burns, infections, cuts or wounds or other injury, damage, death or loss.

Subcontractors: TA contracts with individuals or organizations that are independent contractors (not their employees or agents) to provide some of the services, and to conduct some of the Activities (defined below) Participants may engage in. Although TA has made efforts to locate responsible contractors, it does not supervise or control these contractors and

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is not legally liable or responsible for their conduct. I acknowledge that I may independently investigate and assess these individuals, organizations, services or Activities, if I choose.

By signing below, I (Signing Adult) agree:

1. To review all TA information received, complete all required forms, and abide by the terms of those documents and TA rules or other policies related to such Risks;
2. That TA representatives are, and have been available should I have further questions about the Activities or associated Risks; and
3. To disclose to TA representatives any mental, physical or emotional condition(s) or limitation(s) which might affect Participant's ability to participate, and represent that Participant is fully capable of participating without causing harm to himself/herself or others. Based on these Risks, I understand that he/she, in consultation with Participant's physician, should consider carefully whether these Activities are appropriate for Participant, before participation;
 - a. the information provided above is not exhaustive, other unknown or unanticipated Activities, Risks, and outcomes may exist, and TA cannot assure Participant's safety or eliminate any of these Risks; and
 - b. Participant is voluntarily participating with knowledge of the Risks. Therefore, Signing Adult assumes and accepts full responsibility for Participant, for the inherent and other Risks (both known and unknown) of these Activities and for any injury, damage, death or other loss suffered by Participant (and Signing Adult), resulting from those Risks, and/or resulting from Participant's own negligence, recklessness or other misconduct.

II. RELEASE AND INDEMNITY AGREEMENT

Please read carefully. This Release and Indemnity agreement contains a surrender of certain legal rights. Certain federal land agencies may restrict service providers from seeking releases of liability for negligence, for injuries or other losses occurring while operating under permit on some federal lands. Therefore, except to the extent a court determines these federal restrictions apply to TA as a matter of law, I (Signing Adult for him/herself and/or for and on behalf of Participant) agree as follows:

1. To release and agree not to sue TA with respect to any and all claims, liabilities, suits or expenses (including attorneys' fees and costs) (hereafter collectively "**Claim**" or "**Claims**"), for any injury, damage, trauma, death or other loss in any way connected with Participant's enrollment or participation in these Activities, or exposure to those Activities' related Risks, including use of any equipment, facilities or premises. **I understand I agree here to waive all Claim(s) I or Participant may have against TA, and agree that neither I, Participant, nor anyone acting on my or Participant's behalf, shall make a Claim against TA as a result of any injury, damage, trauma, death or other loss suffered by me or Participant;**
2. To defend and indemnify ("indemnify" meaning protect by reimbursement or payment) TA, from and against any and all claim(s):
 - a. brought by or on behalf of me, Participant, my spouse or other family member(s) for any injury, damage, trauma, death or other loss in any way connected with Participant's enrollment or participation in these Activities, or exposure to those Activities' related Risks, including use of any equipment, facilities or premises; and/or,
 - b. brought by a co-Participant or other person for any injury, damage, trauma, death or other loss to the extent caused by Participant's conduct in the course of participating in these Activities, or exposure to those Activities' related Risks, including use of any equipment, facilities or premises.

This Release and Indemnity Agreement includes Claim(s) resulting from TA's negligence (but not its gross negligence or willful or wanton misconduct), and includes Claim(s) for personal injury or wrongful death (including Claim(s) related to emergency, medical, drug and/or health issues and any related response, assessment or treatment), property damage, sexual assault, loss of consortium, breach of contract or any other claim.

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I have carefully read, understand and voluntarily sign these Agreements, which applies to any and all Participants that I have registered to participate in any and all TA programming. I acknowledge that it shall be effective and legally binding upon me, my spouse, Participant and other children, and Participant's/Signing Adult's other family members, heirs, executors, representatives, subrogors and estate. I agree to review all program materials sent, complete all required forms, and abide by the terms of those documents. Signing Adult gives Participant permission to participate in all TA Activities

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and programs. If a dispute cannot be settled through discussion, I agree that Colorado law (without regard to its “conflict of laws” rules) will govern these Agreements and Telluride Academy, Inc.: Terms of Agreement and all other aspects of Participant’s and Signing Adult’s relationship with TA, and that any mediation, suit or other dispute shall be filed or entered into only in San Miguel County, Colorado. I shall be required to attempt to settle any dispute (that cannot be settled by discussion) through mediation before a mutually acceptable Colorado mediator. In regard to my relationship with TA, I agree that the contents of these Agreements shall take precedence over any other forms or contracts I may sign (for parties other than TA) in connection with these Activities. These Agreements shall be intended to be interpreted and enforced to the fullest extent allowed by law. In the event any portion of these Agreements shall be deemed unlawful or unenforceable, such a ruling shall not affect the remaining provisions, and those remaining provisions shall continue in full force and effect.

Signing Adult must complete the information in the online signing process to electronically accept and sign the Agreements outlined above, or, print out and sign a paper version. I understand that whether I choose to electronically accept and sign, or sign a paper version of the Agreements, I am entering into a legally binding contract with TA.

Participant(s):

Print Participant Name	Participants Signature (if 18 or older)	Participant’s birth date	Date
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Print Participant Name	Participants Signature (if 18 or older)	Participant’s birth date	Date
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Print Participant Name	Participants Signature (if 18 or older)	Participant’s birth date	Date
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Print Participant Name	Participants Signature (if 18 or older)	Participant’s birth date	Date
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Signing Adult:

Signing Adult Name	Signing Adult Signature (required if Participant is a minor)	Date
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