



Sheridan College, Gillette College, Sheridan College in Johnson County & Spear-O Mountain Campus

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PARTICIPANT AGREEMENT

Field Trips, Off-Campus, and Spear-O Mountain Campus Activities
(Including Acknowledgment and Assumption of Risks and Agreements of Release and Indemnity)

In Consideration of _____
Participant Name (Print) Student ID #

Being permitted to participate in _____
(Activity/Course/Event)

Please read this document carefully. It must be signed by all participants and a parent or guardian if the participant is a minor (under 18 years of age). "Participant" includes adult and minor participants, unless indicated otherwise. In consideration of the services provided by the Northern Wyoming Community College District (NWCCD), I agree, for myself (and for the minor participant if I am signing as a parent or guardian), to the following:

Activities and Risks

I understand that NWCCD Learn Outdoors programs are primarily focused in the out of doors, but may also include indoor classrooms. Activities vary from program to program and include, among others, camping, hiking and backpacking through mountainous and other terrain, mountaineering and climbing on rock cliffs, steep snow, ice or glaciers, whitewater kayaking, rafting and canoeing, horseback riding, horse packing, skiing, snowboarding, fishing, and caving. I further understand and acknowledge that the activities of the programs have risks, including certain risks which are inherent. Inherent risks are those which cannot be eliminated without destroying the unique character of the activities. The same elements that contribute to the unique character of these activities can cause loss or damage to equipment, accidental injury, illness, or, in extreme cases, permanent trauma, disability or death. The following describes some, but not all, of the inherent risks of NWCCD Learn Outdoors activities:

- NWCCD outdoor activities may be strenuous, physically and emotionally.
- NWCCD outdoor programs usually occur in remote places. They occur on lands open to the public, and exposed to the acts of persons not associated with NWCCD. The remote locations may be many hours from medical facilities. Communication and transportation can be difficult and evacuations and medical care may be significantly delayed.
- Physical activities include without limitation walking, hiking, climbing, biking, paddling and repetitive lifting. Certain activities will require travel by vehicle, raft, canoe, kayak, or other boats, bicycle, horse, skis, snowboards, on foot and by other means, over improved and unimproved roads, rugged trails and off-trail terrain, including boulder fields, downed timber, rivers, rapids, river crossings, high mountain passes, snow and ice, steep slopes, slippery rocks, and currents. Travel risks include collision, falling, capsizing, drowning, becoming lost, and other risks usually associated with such travel, including environmental risks.
- Equipment may fail or malfunction.

- Camping risks include without limitation burns and cuts, sprains, strains and other injuries from slips, falls, and lifting, and illnesses including diarrhea and flu-like illness. Some meals are prepared over gas stoves and open fires. Water may require disinfection before use. Students with food allergies or sensitivities may come in contact with offending food types.
- Environmental risks and hazards include flowing, deep and/or cold water; insects, snakes, predators, and large animals; falling and rolling rock; lightning, avalanches, flash floods, falling timber and forces of nature, including weather which may change to extreme conditions. Possible injuries and illnesses include bites, stings, hypothermia, frostbite, immersion foot, high altitude illnesses, sunburn, heatstroke, dehydration, and other mild or serious conditions.
- Decisions made by the instructors, other staff (including volunteers), contractors and participants will be based on a variety of perceptions and evaluations, which by their nature are imprecise and subject to errors in judgment. Misjudgments may pertain to, among other things, a participant's capabilities, environment, terrain, water and weather conditions, natural hazards, routes and medical conditions.
- NWCCD participants, including minors, may have "free" time before, during and after their course/activity. NWCCD has no responsibility for participants during their free time. NWCCD staff may from time to time provide assistance or even accompany participants in these free time activities, but in doing so, they are acting as private individuals, and NWCCD is not responsible for their conduct. During the course NWCCD cannot continually monitor the behavior and activities of participants and participants must accept responsibility for themselves and others whether or not under the direct supervision of NWCCD staff.
- NWCCD outdoor activities are instructional in nature and participants will be challenged to expand their skills and judgment.
- NWCCD may from time to time use the services of private contractors for certain tasks, including, for example, transportation or the leading of an activity. NWCCD is not responsible for the acts or omissions of such contractors.

I have read and understand the general information about NWCCD and its outdoor courses/activities in the NWCCD Course Catalog, the NWCCD website, and/or other print materials. This information includes NWCCD's Admission Policies, the NWCCD Learn Outdoors Enrollment Packet and other material provided by NWCCD describing or related to my program. I agree to the terms and policies stated in all the above mentioned materials. The staff of NWCCD has been available to more fully explain the nature and physical demands of the activities in which I (or the minor student) will be engaged, and certain inherent and other risks of my NWCCD outdoor activity.

Acknowledgment and Assumption of Inherent and Other Risks

I understand and acknowledge that the description above ("Activities and Risks") of the inherent risks of NWCCD's outdoor activities is not complete and that other, including unknown or unanticipated, risks, inherent and otherwise, may result in property loss, injury, illness or death. I acknowledge that my (or the minor participant's) participation in this NWCCD outdoor program is purely voluntary, and I wish to (or have the minor participant) participate in spite of and with knowledge of the inherent and other risks involved. **I acknowledge and assume the inherent risks described above and all other inherent risks of my (or the minor student's) NWCCD activity as well as any other risks of enrolling or participating in a NWCCD outdoor program. For activities that occur on National Forest Service land and/or other publicly owned lands and to the extent required by law, the above acknowledgement and assumption of risks is limited to assuming only the inherent risks.**

Agreements of Release and Indemnity

I hereby forever release, hold harmless and agree not to sue NWCCD, its officers, trustees, agents, and staff including employees, volunteers and interns (“Released Parties”), with respect to any and all claims of loss or damage to person or property by reason of injury, disability, death, or otherwise, suffered by me (or by a minor participant for whom I sign), arising in whole or part from my (or the minor participant’s) enrollment or participation in an outdoor activity of NWCCD. **I agree further to indemnify (“indemnify” meaning to defend, and to pay or reimburse, including costs and attorney’s fees) Released Parties** against any claim by a member of my (or the minor participant’s) family, a rescuer, another participant, or any other person, arising in whole or part from an injury or other loss suffered by or caused by me (or by the minor participant), in connection with my (or the minor participant’s) enrollment or participation in an activity of NWCCD. **These agreements of Release and Indemnity are intended to be enforced to the fullest extent permitted by law and include claims of negligence, but not claims of gross negligence or intentionally wrongful conduct. For activities that occur on National Forest Service and/or other publicly owned lands and to the extent required by law, the above release and indemnity provisions do not extend to the Released Parties’ negligence.**

Other Provisions

I have verified with my (or the minor participant’s) physician and other medical professionals, or otherwise satisfied NWCCD, that I have (or the minor participant has) no past or current physical or psychological condition that might affect my (or the minor participant’s) participation in the program, other than as described on the health form submitted to NWCCD. I am (or the minor participant is) able to participate without causing harm to myself (or to himself or herself) or to others. The medical information given to NWCCD is accurate and all pertinent medical conditions have been disclosed. Prior to the commencement of the course or activity, NWCCD will be informed of any medical condition that has not been previously disclosed or any changes in medical conditions or medications. I understand that NWCCD’s admission of me (or the minor participant) to the course/activity is not intended as a representation that NWCCD staff will be able to manage successfully a medical event or emergency related to a disclosed, or undisclosed, medical condition. The responsibility for determining a participant’s suitability for a course is not NWCCD’s but, rather, the participant’s, guided by family and her or his physician. NWCCD reserves the right to refuse admission or remove a student from a course for any reason it deems in the best interests of the participant or the college.

NWCCD is authorized to obtain or provide emergency hospitalization, surgical or other medical care for me (or for the minor participant). I understand that situations may arise in which third-party medical care is not available and which require NWCCD staff to provide first aid and possibly more advanced procedures, employing wilderness first aid training. Any third-party medical care provider is authorized to exchange pertinent medical information with NWCCD. Costs reasonably associated with medical services, including evacuation, shall be borne by me.

I agree to be responsible for any damage I (or the minor participant) may cause to NWCCD facilities or gear. NWCCD is not responsible for loss, theft or damage to a participant’s personal belongings stored at NWCCD facilities. If during your NWCCD outdoor experience you voluntarily withdraw or are expelled, NWCCD reserves the right to notify a parent, guardian or emergency contact person.

I understand that participation in and travel by participants enrolled in the NWCCD Learn Outdoors program is a privilege. I understand that my conduct and activities while traveling inevitably reflect upon NWCCD, myself and other participants and students, and I agree to conduct myself as an ambassador of NWCCD and the community. I further agree to observe and abide by local, state, and federal law, and College Policies and Procedures, while participating in this activity. In addition to the above referenced rules, while participating in or traveling on NWCCD sponsored activities, I agree to not consume or possess illegal substances.

