



Terms of Agreement

For Adult Participant or the Parent or Legal Guardian of a Minor Participant

In consideration of the services of Arcadia Guided Outdoor Education, L3C (hereafter "AGO") in allowing student to participate, I, student, or parent/legal guardian of a minor student (those under 18 years of age) acknowledge and agree to the Terms of Agreement (hereafter sometimes called "Terms") as follows:

1. Enrollment and Additional Forms

A student is considered preliminarily enrolled in a particular course once AGO receives the initial online or paper application, confirms a spot on the course, and receives the \$100 application fee (see section 2., below). AGO also requires the participant and a parent or legal guardian of a minor student complete and sign a variety of forms (including this form) either electronically or otherwise. These documents and materials may contain important information associated with a student's AGO course experience, so please read them carefully. All forms must be completed and signed by the student (and the parent/legal guardian of a minor student, as appropriate). The student's final acceptance, enrollment, and participation in the course is contingent upon AGO's timely receipt and review of all these forms and information, including the AGO Confidential Health Information form and the Acknowledgment and Assumption of Risks & Release and Indemnity Agreement form.

2. Deposit, Registration Fee, and Payment Schedule

All courses require a non-refundable application fee, submitted with these Terms and the Acknowledgment, the Assumption of Risks & Release and Indemnity Agreement form, and the Confidential Health Information form. This \$100 will be put towards the total cost of the course for which the student is applying. In order to secure your or your student's slot, you are required to submit a deposit within 14 days of turning in the AGO Student Application. Deposit amounts vary with the course you have chosen:

- Junior high courses require \$50 deposit
- High school courses require a \$150 deposit
- Adult courses require a \$150 deposit
- Leave No Trace Trainer courses require full payment upon registration

Additionally, AGO requires students to stay current with the following payment schedule:

8 weeks before start of course: 25% of payment due

6 weeks before start of course: 50% of payment due

4 weeks before start of course: 75% of payment due

2 weeks before start of course: 100% of payment due.

If making the payment schedule is an issue, or if unforeseen events occur, making it difficult or impossible to pay, or if cancellation of a trip is necessary, please contact Catherine at cat@goago.org. For cancellation and refund details, see Section 3 below.

If you are not current with your tuition payment schedule, AGO reserves the right to revoke the student's place on the course and move the student onto the Waiting List. If you are struggling to make payments, or if you signed up for a course late, please contact Catherine at cat@goago.org and we will work with you to create a modified tuition payment schedule. All payments, once received, are non-refundable except under the circumstances identified in these Terms (see section 3., below).

3. Cancellations, Refund, Return and Costs, and Dismissal

Participant Cancellation

There are limited spots available for AGO courses. Courses require substantial lead time for students to raise the necessary funding to cover their tuition and attend their course. Each spot given to a potential student, if not ultimately fulfilled, affects the entire financial integrity of the course. In the event that you cancel your application for course attendance, the following schedule for tuition refund applies:

6 weeks before start of course: 75% of course tuition refunded (not including deposit)

4 weeks before start of course: 50% of course tuition refunded (not including deposit)

2 weeks before start of course: 25% of course tuition refunded (not including deposit)

As noted above, application and deposit fees are non-refundable, thus all tuition refunds will not include application and deposit fees. If you have an injury, medical condition, or immediate family emergency that prevents the student from attending the course, the student will receive a full refund (not including application or deposit fees). If this occurs, the student must supply a physician's note or other supporting documentation concerning the event that led to the preclusion. If such information is not provided, the student's tuition will be refunded according to the schedule above.

AGO Right to Separate

AGO reserves the right to expel any student who does demonstrates unsafe or disruptive behavior, and/or distracts from the mission of the course, as well as any student who shows behavior or attitudes not in line with the guidelines of this document or the Student Covenant of Conduct (included on the Student Application form).

AGO will not tolerate harassment, the use of drugs, the use of alcohol, theft of property, misuse of property, low motivation, lack of cooperation, and disregard of instructors. If a student is expelled for any reason, there will be no refund of tuition and the student must pay all expense for evacuation, personal food, accommodations, and travel. Evacuation from a course to AGO Base Camp incurs a **minimum \$300 per day evacuation fee**, which does not include additional costs of those AGO staff or independent contractors that aid in the evacuation.

Dismissal, Late arrival, Non-arrival, or early withdrawal:

In the event that AGO cannot accommodate a students before the AGO course date for which the student enrolled due to medical concerns, AGO will issue a refund of tuition, minus the application fee and deposit fee. Otherwise, if for any reason, voluntary or involuntary, the student does not attend, arrives late, or leaves an AGO trip early, there will be no refund of tuition. Thus, if a student does not show up for the course for which they registered, arrives late to said course, or is dismissed or departs from the course for any reason, no refund will be granted and the participant (or parent or legal guardian or a minor student) incurs responsibility for all costs of early departure whether for medical reasons, dismissal, personal emergencies, or any other reason. These costs include, but are not listed to, evacuation, medical treatment, plane or helicopter or other transportation, meals and lodging, and expenses incurred for all staff who accompany participant. In addition, for any early departure, students dismissed from a course (and their parent or legal guardian) will incur a mandatory and **minimum \$300 per day evacuation fee** for the return of the student to AGO Base Camp, which does not include any costs charged by other independent contractors with whom AGO contracts and my be used for the evacuation of the student.

4. Course Cancellation or Alteration

AGO reserves the right to combine or cancel a course. Furthermore, AGO reserves the right to change any aspect of a course including the itinerary, dates, activities, or location for reasons including but not limited to the following: low enrollment, weather, environment, emergencies or for any other reason AGO decides in its discretion is appropriate. If AGO cancels a course before its start date and a refund is desired by the student (and/or the student's parent or legal guardian), the student's full tuition will be refunded (minus the application fee and deposit fee). If the student (and/or the student's parent of legal guardian) wishes to put the tuition from the trip towards another trip later in the season or for the following season, the student's full tuition (including the application fee and deposit fee) will be put towards the future trip.

Mid-course cancellation - Acts of God: If AGO cancels a course because of a condition beyond its control (e.g. fire, flood, or any other natural disaster; any emergency, etc.) mid-course, AGO will pro-rate the student's refund consistent with the time left in the

course (this pro-rated refund will not include application fees and deposit fees). AGO is not responsible for any indirect consequential, incidental or other damages or costs incurred by the student or the student's family in relation to a course that is altered or cancelled (including non-refundable airline tickets).

5. Insurance

Medical Insurance: All students are required to have medical insurance, and AGO recommends obtaining accident insurance for the duration of the course. *Your personal medical insurance may or may not cover you or your student's medical expenses. The student (and/or the parent of the minor student) should review the student's medical insurance to understand if appropriate coverage is in place or if supplemental medical insurance should be purchased.* **AGO does not provide medical insurance or accident insurance for participants or advice in what medical insurance or accident insurance that should be obtained.** While AGO highly recommends that each student carries accident insurance, it is solely the decision of the student (and/or the student's parent or legal guardian) to obtain such coverage.

If, for whatever reason, the health insurance of the student is revoked before a course, they will not be allowed to participate on the trip. A full refund (minus the application fee and deposit fee) will be administered to the student as long as the proper supporting documentation concerning the loss of medical insurance is provided. If such information cannot be provided, a refund will not be administered to the student (and/or the parent or legal guardian of the minor student).

Trip Interruption or Cancellation Insurance: AGO highly recommends that students (and/or the parent or legal guardian of the minor student) consider purchasing trip interruption or cancellation insurance to assist in the covering of some of the costs incurred in the event of cancellation, late arrival, or early departure. AGO does not offer such insurance. While AGO recommends purchasing such coverage, it is solely the decision of the student (and/or the student's parent or legal guardian) to obtain such coverage.

6. Participant Preparedness and Fitness

All students are required to physically prepare for their course as indicated in the Pre-trip Preparation Packet (PPP). Students must be able to hike at a pace of 2-3 miles per hour while carrying a 50lb. packet for long durations of time. Each student is highly encouraged to see their specific PPP for details on how to physically prepare for the course in which they are enrolled. Students who are not able to maintain a 2-3 mile per hour pace may be removed from the course. Hiking too slow can endanger an entire course and the welfare of the group. By signing below, the student agrees to arrive to AGO Base Camp physically prepared. AGO students are motivated, in good health, and physically, mentally, emotionally, and socially responsible. AGO reserves the right to deny admission to anyone we assess, in our discretion, is unable to meet any of the physical, mental, emotional, social, and/or risk management demands of our courses at any time.

7. Photo, Video, Website, and Social Media Release

AGO staff and instructors (as well as fellow students) will be allowed the use of a camera on each trip, though cell phones will not be allowed on trips. Please read the following information and initial one of the areas below in regards to the publication of videos or images that include your student on websites and social media accounts associated with AGO.

On all courses, we request your permission for your (or, if student is a minor, a parent or legal guardian's student) photo/image and name to be published on www.goago.org and/or any other websites maintained, owned, and/or administrated ("AGO's") by Arcadia Guided Outdoor Education, L3C. The law requires that we ask for your permission to use information about you (or the minor student's parent or legal guardian). Pursuant to law, we will not release any personally identifiable information without prior written consent from you or your parent or guardian. Personally identifiable information includes student names, age, grade, photo or image, or recorded video. If you, as the parent or guardian, wish to rescind this agreement, you may do so at any time in writing by sending a letter to the Creative Director, Adam Tobey, and such rescission will take place upon receipt.

Initial one of the following choices:

_____ I/We GRANT permission for this youth's photo/image and all other personal identifiers listed above to be published on AGO's public website(s), social media feeds (e.g., Facebook) operated by AGO, or any site operated by AGO.

_____ I/We GRANT permission for ONLY a photo/image that includes this youth without any other personal identifiers to be published on AGO's public website(s), social media feeds (e.g., Facebook) operated by AGO, or any site operated by AGO.

_____ I/We DO NOT GRANT permission for photo/image that includes this youth to be published on AGO's public website(s), social media feeds (e.g., Facebook) operated by AGO, or any site operated by AGO.

8. Lost, Stolen, or Damaged Property

AGO is not responsible for a student's lost, stolen, or damaged personal belongings, whether damage occurs during travel or during a course. Furthermore, student and/or their parent or legal guardian may be held responsible for damage to or loss of AGO property or equipment if such damage or loss is caused by the student. This includes any equipment or property of AGO that is destroyed or lost by the entirety of the group.

9. AGO Pre-trip Preparation Packet

All students will receive via email a Pre-trip Preparation Packet (hereafter referred to as "PPP"). Each PPP is specific to the course for which the student has registered. The PPP is the definitive packet of information that each student will need to prepare for and attend the AGO course for which they enroll. It is necessary that each student (and the parent or legal guardian if the student is a minor) review carefully the received PPP, as it contains necessary information concerning necessary preparation for the course. If you are a parent or legal guardian of a minor student and signing these Terms, you are fully responsible for confirming that your student has read and understands the received PPP in its entirety and agrees to all information therein. In signing these Terms, you also understand that it is your responsibility to provide all gear requirements and direction for purchase of other critical equipment components. It is of particularly important that adequate hiking boots that are in line with the PPP are selected, as they are important parts of each student's personal health and physical welfare when partaking in an AGO course.

By signing below, I agree that I (or, if student is a minor, the parent or legal guardian) have read or will read the AGO PPP in its entirety and that I will abide by all of the information laid out in the PPP.

10. Participant Acknowledgement and Agreement

I, the enrolled student (and parent or legal guardian of the minor student enrolled), have read, understand, and agree to these Terms outlined above. I agree to look over all course material sent, to accurately complete all required forms, and to abide by the terms of each of those documents. The parent or legal guardian gives permission for their student to participate in all AGO activities conducted by either AGO staff or outside contractors. If a dispute cannot be settled through discussion, I agree to mediation with an agreed upon mediator.

If you agree to the statement written above, please initial the following:

_____ I understand that my signature (or by providing my name below which acts as an electronic signature) is valid and legally binding whether I choose to sign electronically or sign a physical paper version of these Terms.

_____ I (adult student or, if student is a minor, minor student and a parent or legal guardian of the minor student) agree to sign (or to provide my name and, if I am a minor, the name of a parent or legal guardian, which will both act as electronic signatures) and accept the Terms of Agreement listed in this document.

Please sign the following:

Adult Student or Parent/Legal Guardian's Name: _____

Adult Student or Parent/Legal Guardian's Signature: _____

Minor Student's Name: _____

Minor Student's Signature: _____