



# WILDERNESS ADVENTURES: TERMS AND CONDITIONS

## 2023

**\*Please note COVID-19 exceptions (below) that amend our standard Terms & Conditions.**

These standard Terms & Conditions (hereafter “Terms”), including the above noted exceptions, must be signed by one of the student’s parents or legal guardians (hereafter collectively “parent”) whether the student is an adult or minor (minors are those under 18 yrs. of age). In consideration of the services of Wilderness Ventures LLC, doing business as Wilderness Adventures (hereafter sometimes “WA”), I agree as follows:

### ADMISSIONS

WA is committed to putting together compatible groups with students who are positive, enthusiastic, eager, and considerate. Our admissions process requires new students to provide one reference. WA will confirm availability upon receipt of your application and the \$1,000 deposit.

Following your preliminary registration for a WA program (hereafter sometimes “trip” or “program”), you will receive an automated confirmation email stating that WA has received your application. You will then receive a program confirmation email from our admissions team if there is availability in the program selected. The student and parent must review and/or complete and sign additional forms and materials containing important information associated with a student’s WA experience. Please read and complete those carefully. **Importantly, a student’s final acceptance, enrollment and participation in a WA program is contingent on your full payment and on WA’s timely receipt and review of all required (completed and/or signed) forms and information**, including but not limited to these Terms, the WA Essential Eligibility Criteria, Student Statement, Parent Questionnaire, Acknowledgment and Assumption of Risks & Release and Indemnity Agreement (sometimes “Risks & Release form”), Trip Expectations & Rules, Student Health History and Responsible Together: Wilderness Adventures in COVID19.

### GROUP SIZE

While most of our programs enroll between 8 and 12 students, WA trips range in size because of group size limitations and enrollment trends. Consequently, your student may be in a group of 5 students or a group of 15 students. If your child is the only male or female student on a trip, we will advise you of this before the adventure. If there are a small number of students on a trip, we will contact students and seek to place them in an alternative, appropriate trip. If we cannot locate an appropriate alternative, we will refund all tuition fees paid.

### STUDENT/PARENT TERMS OF PAYMENT, WITHDRAWAL AND REFUND POLICY

WA requires a deposit with your application. WA is unable to hold a spot for your student until you have submitted both the application and deposit. WA will apply your deposit towards your tuition.

WA reserves the right to cancel unpaid student applications if their tuition is more than 30 days past due, with no return of fees paid.

**NOTE:** If WA has not received full payment by April 1, 2023, the tuition balance will be automatically charged to the credit card on file. An additional 3% charge will be added for tuition or other fees paid via credit card.

**\*Our refund policies are intended as liquidated damages and not as a penalty.** WA uses your payments to prepare for programs, pay its staff, arrange transportation, pay contractors and handle a myriad of other costs associated with its budget and operations, and it is therefore difficult to ascertain the amount of actual loss or damages that would result if you cancel your registration at a given point in time. As a result, the above charges reflect a reasonable estimate of the actual costs WA will incur in the event of your cancellation at a point before program start.

As identified above, along with the application and deposit, there are several additional forms a student and/or parent must complete and submit during the application process. Except in the event of failure to submit requested information/false or misleading statements (see below), WA will refund all payments you have made if the student is not offered a spot on a WA program

because of issues raised in any of these additional submitted forms (a health or medical issue, for example).

If WA declines to accept or withdraws a student from a WA program because of the student's or parent's failure to submit requested information or for misleading or false statements on any WA forms (or otherwise), there will be no refund, and WA will retain all payments made, including your deposit.

#### **STUDENT NON OR LATE ARRIVAL OR EARLY DEPARTURE**

If a student does not show up for a program they are registered for or arrives late, WA reserves the right, in its sole discretion, to deny participation. In addition, WA will not refund or reduce tuition if, for any reason (whether voluntary or involuntary), a student does not attend, arrives late or departs early from a trip for any reason (including but not limited to voluntary withdrawal, dismissal from the program, illness, injury or otherwise).

Furthermore, if a student departs from the program early, the student/parent is responsible for all costs of early departure, whether the departure is for medical reasons, dismissal, personal emergencies or otherwise, including but not limited to costs and expenses associated with medical evacuation and treatment, plane or other transportation and staff who may accompany the student.

#### **WA ALTERATIONS OR CANCELLATIONS; FORCE MAJEURE**

**Please understand that the fluid and potentially changing International and U.S. Federal, State or County requirements/guidance or other factors associated with operating programs in the midst or wake of the COVID-19 Pandemic, may require WA to alter, suspend or cancel its programming at any time.**

Our intention is to follow the itineraries described in marketing materials as closely as possible. WA directors have put significant effort into planning fun, adventurous, appropriately challenging and eye-opening experiences for our students; however, there may be instances where the itineraries presented must change. Though WA will endeavor to run trips as planned, alterations are sometimes necessary and unavoidable for the health, well-being, and enjoyment of the students. If an activity or area is altered for any reason (absent a force majeure), it will be replaced with a comparable activity or area, conditions permitting. We do not grant refunds or switch students out of trips that are altered. We expect our students and their families to be flexible in the face of changes, and to take advantage of any resulting opportunities that might arise.

**Force Majeure:** WA reserves the right to alter or cancel a program before or after its start date, because of an Act of God or other political, social, health, environmental or other condition beyond its control (force majeure). Force majeure events include but are not limited to war or terrorism; civil unrest or emergency; economic collapse; governmental or other authorities' laws, regulations or other actions, including restrictions on travel, WA programs or otherwise; floods, fire or other natural disasters; industrial or biological disasters; and health threats, including disease outbreaks, epidemics or pandemics, such as but not limited to the current or future, but unknown impact of COVID-19 on WA operations. Typically, these events are unexpected and may compromise the health or well-being of students or otherwise prevent our performance. Often, these types of events severely impact – or make impracticable or impossible – our ability to run programs (impracticability/impossibility of performance or frustration of purpose). If WA determines, in its sole discretion, it is unable to perform, in whole or in part, because of a force majeure, WA may alter, suspend or terminate its performance, the WA refund policies do not apply and no refunds will be granted (unless, as determined, in WA's discretion). In the event of a force majeure, you agree that WA will not be found in breach of these Terms and/or legally liable to parent/student for any losses, costs or damages.

In any case, if WA alters or cancels before or during a program – regardless of whether WA issues any refund – WA is not responsible for any indirect, incidental, consequential or other costs, damages or fees student or parent/s may incur, such as but not limited to non-refundable air or other travel tickets or change fees, equipment purchased for the trip, substituted programs, or otherwise.

#### **COVID-19 EXCEPTIONS TO STANDARD TERMS:**

**WA's standard Terms apply, except to the extent WA determines, in its sole discretion, that any of the COVID-19 exceptions ("exception/s") outlined below apply.**

#### **WA Cancellation due to COVID-19:**

#### **WA Full Cancellation due to COVID 19:**

If WA has to cancel all programs before programs start due to COVID-19, WA will retain your deposit and refund all other payments

you have made.

### **WA Cancellation of Specific Program/s due to COVID 19 regional concerns:**

If WA has to cancel a specific program before program start, we will work with our families to try and relocate the student into another program. If your student is not interested in any of the programs offered, WA will offer a 75% refund to families that have paid in full. WA will retain the deposit of families that have not paid in full, with no refund available.

**Other than the exception/s outlined above, which amend our standard Terms, all WA standard Terms remain in full force and effect. If there is a conflict between any of the above exception/s and the WA standard Terms, the standard Terms shall govern.**

### **INSURANCE**

**Medical Insurance:** All students must have medical insurance. Note: Your personal medical insurance may not cover the student'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.

**Tuition Protection Plan:** Please consider purchasing the Wilderness Adventures' Tuition Protection Plan to safeguard your investment.

### **NATURE OF PROGRAMS**

Our program adventures and expeditions are community-focused with structured environments, and we have high expectations of our students' behavior. Every WA student is expected to be positive, motivated, and physically fit, with strong leadership and group skills. All students are expected to participate willingly in all program activities and take on trip responsibilities with a positive attitude. We pride ourselves on the quality of our program itineraries, subcontractors, and leaders. In order to create successful programs, students must recognize their personal responsibility for this success. It is up to each individual student to maximize the quality of their adventure by respecting and following the rules, requirements and expectations laid out in our Trip Expectations & Rules and in our Responsible Together: Wilderness Adventures in COVID 19.

Our programs are typically well within the ability range of the majority of average young adults who have the desire to participate. We develop rules and guidelines to encourage a positive group experience. Note that while a WA program is structured and supervised, students do have some free and independent time, and will not be constantly supervised. Group members must be able to assume responsibility for their actions and decisions.

WA endeavors, in communicating with families and reviewing student health information, to accept students with a variety of health conditions. However, although WA may accept a student into a program, students and parents should consider carefully (in conjunction with the student's physician) whether participation in a particular WA program is an appropriate match for the student. Please review the WA Essential Eligibility Criteria and Risks & Release form for more information on program activities, risks and student and parent responsibilities. WA reserves the right to deny admission or ongoing participation on medical or health grounds, in appropriate cases.

### **RULES AND EXPECTATIONS**

Both the student and parent understand that for the health and well-being of all WA trip members, students are expected to strictly adhere to the WA Trip Expectations & Rules as well as any additional rules or expectations formulated by WA staff members. WA reserves the right to dismiss any student if a staff member believes, in their sole discretion, that the student presents a safety concern or medical risk, is disruptive or otherwise conducts themselves in a manner detrimental to the trip or activities. Breaking rules (including misuse or possession of drugs, tobacco or alcohol or inappropriate sexual behavior), bullying or prolonged homesickness are examples of conduct that WA considers detrimental, and that can lead to early dismissal. If a student is dismissed, there will be no refund and, as outlined above, the student/parent are responsible for all costs of this early departure.

### **COMMUNICATION**

In an effort to foster a positive sense of independence and self-reliance, we do not permit emails, phone calls or text messages to our students during their trip. The only communication may be the occasional letter home from a student. There is no delivery to students while they are on a WA program, so the mail delivery will be one-way. Please note that the WA office is staffed 7 days a week during the summer months. You will be able to speak with a live person 24-hours a day, 7 days a week, should you need to.

WA leaders are in contact with our office on a regular basis. These leaders carry cell phones and, in certain situations, utilize satellite phones and personal locator beacons. If a student must see a physician or be treated by other medical personnel, our office will endeavor to notify parents as soon as possible to offer the opportunity for parents to speak with both their child and the student's leaders.

## **PERSONAL ELECTRONICS**

In an effort to eliminate distractions among the group and to promote engagement in all activities and the wilderness experience, personal electronic devices, such as iPods, iPhones, iPads, handheld gaming devices, e-readers, cell phones, etc., are prohibited on all of our programs. Digital cameras and GoPros are acceptable. We do encourage students to carry a cell phone if they are traveling alone to or from a WA program in order to easily communicate with their parent/s and the WA office should their travel plans change. However, if your student travels with a cell phone, leaders will collect and hold it until the end of the program. Per our Trip Expectations & Rules, WA is not responsible for any electronic devices.

## **LOST, STOLEN OR DAMAGED PROPERTY**

WA is not responsible for a student's lost, stolen or damaged personal belongings, whether incurred during travel or while on program. In addition, student/parent may be held responsible for damage to, or loss of WA or others' property or equipment caused by the student. This may include sharing in the group's collective responsibility for willful equipment/property destruction or loss.

## **INTERNET POSTINGS: WA PROTECTED MATERIALS**

WA encourages students and families to 'spread the good word' about their experiences on WA programs. At the same time, we expect students and their parents to respect our company, and not to disparage WA in postings on the internet (websites, Facebook, YouTube, Twitter or other sites). Also, please understand that our website and information contain copyrighted materials, trademarks, trade names and logo/marks that are the sole property of WA, and (other than downloading or printing for personal use) may not be copied, broadcast or publicized without our written permission.

## **FOOD**

While we are able to accommodate most food allergies, there are inherent food risks associated with backcountry living and international travel. You should carefully consider these risks before the student enrolls. If a student's food allergies are severe and food purchase is limited, WA may require the student/parent to provide additional food.

## **EQUAL OPPORTUNITY – NO DISCRIMINATION**

WA 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, as stated above, WA reserves the right to deny admission or ongoing participation on medical or health grounds, in appropriate cases.

## **PHOTO/STATEMENT AUTHORIZATION**

The student and parent authorize WA staff or its designees to photograph, film, record and/or otherwise capture the name, image, voice, verbal or written statement, photograph and/or visual likeness (collectively "images") of student, parent and/or other family members, without compensation, for use in any media throughout the world in perpetuity, including for sale, reproduction or display on the internet, in publications and/or for any informational, promotional or other use. WA owns these images and student/parent waive any inspection or approval rights.

## **PARENTAL AUTHORITY**

If the student is a minor, I (parent) certify and represent that I am the student's legally authorized parent, and that I have the legal authority to permit my child to participate in the WA program and all activities, and to execute these Terms and all other required documents for myself and for and on behalf of my participating minor child. To the extent necessary, I agree that I have obtained any and all other pertinent consents or authorities (including any required by a court decree or order; for example, a divorce decree, custody order or joint parenting plan). I fully understand and agree that if my child's other parent (or anyone else) challenges my authority: a) the child will not be allowed to attend the program, or, if already on program, the child will be dismissed from WA – in either case without a refund, if the parents or other parties involved cannot reach agreement, and b) I will fully defend and indemnify WA with respect to any claim/s made by the other parent or any person to the fullest extent provided for in the WA

