

EARTH SKILLS ENROLLMENT

Reservation and Cancellation Policy:

Reservations must be made through advance payment (if the total enrollment fee you are sending is greater than \$200.00, you may send a 50% deposit). We cannot guarantee space in a class through telephone calls. Classes are kept small, so reserve early to hold a place.

Cancellations: For weekend or longer classes, you must notify us at least 7 days in advance to receive full credit for another class, or a 75% refund. If you cancel later than that, you risk loss of your enrollment fee unless your space can be filled from a wait list. For one-day classes, you must notify us at least 4 days prior to the class to receive credit for a class or a 75% refund. If you cancel later than that, you risk loss of your enrollment fee unless your space can be filled from a wait list.

Class eligibility:

Our classes are designed for adults and children 12 years and older. (Exception: the Wilderness Skills class is open to 14 years and above.) We put considerable time and effort into the content and pace of the curriculum, knowing that for younger children and families, classes must be structured differently. Please do not ask us to make an exception to admit your younger child; we must say no in fairness to other parents who have not asked for an exception.

Non-discrimination:

Earth Skills complies with USDA and other government policies prohibiting discrimination based on race, color, national origin, sex, religion or disability. Any student in a class on National Forest land who believes he or she has been discriminated against should immediately contact the Secretary of Agriculture, Washington D.C. 20250.

Group Discounts:

Classes can be scheduled for groups of at least twelve people. Rates available on request. Please contact us early to reserve a date. If your group is small, you may still qualify for a discount if four or more people enroll together in a regularly scheduled class. Rates for Basic Tracking or Plant Uses classes are \$58.00 per person.

Food and lodging:

For all one-day classes, students bring lunch, water and other simple gear which we will list upon enrollment. For weekend classes, we provide all dinners and breakfasts; students bring lunches and snacks. Usually these classes are held at car campsites, meaning tents can be set up within a short walk from cars (or students may sleep in a camper or van if they drive one). Participants must bring their own camping equipment (primarily tent and sleeping bag). We have limited extra equipment for loan. Lists of required equipment will be sent upon enrollment. No previous camping experience is necessary. Some classes offer indoor sleeping, dormitory style. *Note about food: Students with special diets such as vegan, gluten-free or non-dairy may be asked to supplement what we provide with some of their own food.*

About our mailing list:

When you request to be put on Earth Skills' mailing list or email list, or are added to it as a student, it is your personal relationship with us. We do not sell, trade or give the list of names or phone numbers to anyone without your specific permission. You may ask to be removed at any time.

PLEASE BRING THIS SIGNED FORM TO THE CLASS WITH YOU
PARTICIPANT AGREEMENT, RELEASE, AND ACKNOWLEDGEMENT OF RISK

In consideration of the services of Earth Skills, their agents, owners, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "E.S."), I hereby agree to release, indemnify and discharge E.S., on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in outdoor adventure based activities such as hiking, camping and backpacking entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: Slipping and falling; falling objects; water hazards; exhaustion; exposure to temperature and weather extremes which could cause: hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; and exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; accidents or illness can occur in remote places without medical facilities and emergency treatment or other services rendered; consumption of food or drink; equipment failure; improper lifting or carrying; my own physical condition, and the physical exertion associated with this activity.

- . Furthermore, E.S. employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.
2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless E.S. from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of E.S.'s equipment or facilities, **including any such claims which allege negligent acts or omissions of E.S.**
4. Should E.S., or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event I file a lawsuit against E.S., I agree to do so solely in the state of California, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against E.S. on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature _____ Print name _____

Date _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION
(Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by E.S. to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless E.S. from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian _____ Print name _____ Date _____