

## **WILDERNESS ADVENTURES: TERMS & CONDITIONS**

### **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. If your first program choice is unavailable, the WA admissions team will work with you to find an alternative program. If a suitable program is unavailable, your deposit will be refunded.

Following your preliminary registration for a WA program (hereafter sometimes "trip" or "program"), you will receive an automated confirmation email stating that your application has been received. You will then receive a program confirmation email from our admissions team if there is availability in the program selected. The student and parent will be asked to review and/or complete and sign additional forms and materials containing important information associated with a participant's WA experience. Please read and complete those carefully. Importantly, a participant's final acceptance, enrollment and participation in a WA program is contingent on full payment and on WA's timely receipt and review of all completed information and signed forms, 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, Trip Expectations & Rules and Student Health History form.

### **GROUP SIZE**

While most of our programs enroll between 8 and 12 students, WA trips range in size due to 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 participants and seek to place them in an alternative, appropriate trip. If we cannot locate an appropriate alternative, we will refund all tuition fees paid.

### **TERMS OF PAYMENT, RETURN AND REFUND POLICY**

WA requires a \$1,000 deposit (non-refundable after 11/30/2018) 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 \$1,000 deposit towards your tuition. Final tuition payment is due March 1, 2019, with no tuition refunded after that date. Student who enroll after March 1, 2019, are required to submit final payment within five business days of application submission. 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 payment by March 1, 2019, 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. As identified above, along with the application and deposit, there are several additional forms a student and/or parent must complete and submit in the application process. If your student is not offered a spot at WA because of issues raised in any of these additional submitted forms (a health or medical issue, for example), WA will refund all tuition fees paid. If a participant does not show up for a program he/she is registered for or arrives late, WA reserves the right, in its sole discretion, to deny participation. In addition, if a student doesn't show up for a trip, arrives late or, departs early from a trip for any reason (including, but not limited to voluntary withdrawal, dismissal for behavioral reasons, illness, injury or any other reason), no refunds will be granted. Further, student/parent are responsible for all costs of early departure, 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. If WA 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, there will be no refund of fees paid.

### **WA ALTERATIONS OR CANCELLATIONS TO ITINERARY**

Our intention is to follow the itineraries described in marketing materials as closely as possible. WA Directors have put significant effort into planning the most fun, adventurous, appropriately-challenging and eye-opening experiences for our students; however, there may be instances in which 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, 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 unforeseen changes, and to take advantage of any unexpected opportunities that might arise.

WA reserves the right to cancel any trip, before or after its start date because of low enrollment or other reason, or because of

an Act of God or other condition beyond its control that may compromise the health or well-being of students or otherwise dictate cancellation. If WA determines, in its sole discretion, it must cancel before or during a trip because of a condition beyond its control (force majeure), no refunds will be granted. We have many trip offerings and are happy to consult with you and your family on the best alternative for your student.

WA is not responsible for any costs incurred by the student/parent in preparation for a program that is altered or cancelled, including for any indirect, consequential, incidental or other damages or costs incurred by the student or his/her family, such as non-refundable airline tickets or change fees.

## **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 to this success. It is up to each individual student to maximize the quality of his/her adventure by respecting and following the rules laid out in our Trip Expectations & Rules.

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 parent 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 Acknowledgment and Assumption of Risks 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 his/her sole discretion, that the student presents a safety concern or medical risk, is disruptive or otherwise conducts him or herself 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 participant 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 have personal voicemail boxes, 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 medical personnel of any kind, our office will notify parents as soon as possible. In these scenarios, we will endeavor 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. If your student travels with a cell phone, it will be collected by their leaders and held until the end of the program. We do encourage students to carry a cell phone if they are traveling alone in order to easily communicate with their parent/s and the WA office should their travel plans change. Per our Trip Expectations & Rules, WA is not responsible for any electronic devices (or other student personal belongings) that are lost, damaged, or stolen.

## **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 that are associated with backcountry living and international travel that should be carefully considered before enrolling. If a student's food allergies are severe and food purchase is limited, WA may require the student 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 does reserve 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 be dismissed from WA 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 Acknowledgment and Assumption of Risks & Release and Indemnity Agreement or otherwise, including payment of any costs or attorneys' fees expended by WA to resolve a dispute.

## **PERMISSIONS**

If the student is a minor, the parent gives permission for their child to participate in all WA activities, whether conducted by WA staff or contractors. The adult student and/or parent authorize WA to charge their credit card for any unanticipated costs incurred outside tuition, such as medical expenses, international phone usage, lost or damaged gear, and/or fees related to an early departure or travel day. WA will notify the parent/guardian via phone or email if we charge for any such expenses. If you have any questions or concerns regarding any of the above, please do not hesitate to contact our office at 307-733-2122 or [info@wildernessadventures.com](mailto:info@wildernessadventures.com).