



2010 Registration & Terms of Agreement

Applicant, and parent or legal guardian, must read, complete and sign this Registration and Terms of Agreement, below. Incomplete forms may be returned to you, resulting in delayed registration.

Participant's name: _____ Age: _____ Date of Birth: _____ Male Female

Name of Program requested: _____ Session: 1 2 3 4 5 6 Other: _____

Name of Program requested: _____ Session: 1 2 3 4 5 6 Other: _____

Name of Program requested: _____ Session: 1 2 3 4 5 6 Other: _____

Names of Parents/Guardians: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Local address/contact info: _____

Home phone: _____ Cell Phone: _____ Best Contact Number _____

Email Address: _____

Method of Payment: Check Visa MasterCard or American Express

Credit Card # _____ Exp. Date _____

Cardholder Signature _____ Date _____

Enclosed is my tax-deductible donation in the amount of \$ _____ to help enroll local children in camp.

Registration process: You must enclose a 25% deposit with this Registration & Terms of Agreement, sign it, and mail or fax it to Telluride Academy, Inc. Upon receipt of your Registration, **TA will send confirmation via your billing statement.** Programs are filled on a first come, first served basis. Please consult our website at www.tellurideacademy.com for updated program availability. In addition to this Registration & Terms of Agreement, you must also submit a Medical & Health Information Form and an Acknowledgment and Assumption of Risks & Release and Indemnity Agreement. These forms can be printed off the website, or taken from the brochure, and should be returned to our office via mail or fax. (POB 2255 Telluride CO 81435/970-728-5312) These forms contain important information associated with your experience, so please read and complete these forms carefully. All forms must be completed and signed by participant and parent/s, as appropriate. **Final acceptance to the program is contingent on Telluride Academy's receipt and review of all forms.**

Tuition and Terms of Payment: The 25% deposit sent with this Registration & Terms of Agreement is non-refundable. Any balance on summer programs are due by May 15, school year programs balance is due by the start of the program. Your credit card will be charged unless other arrangements have been made with Telluride Academy. Summer registrations received after May 15 must be accompanied by full payment.

For Official Use Only
KC _____
OL _____
QB _____
Forms _____

Cancellation, Alteration and Return: a) Your 25% deposit is non-refundable; b) TA will not refund or reduce program cost for late or non-arrival, early withdrawal or participant cancellation for any cause; c) TA reserves the right to cancel or alter any aspect of our program, including program itinerary, trip dates, activities or location, as a result of unforeseen circumstances, including weather, environment, or health hazards. If TA cancels a trip, your payment will be refunded in full, but TA will not be held responsible for fees associated with your canceled travel reservations or equipment purchased for the trip (including non-refundable air tickets); d) If participant is dismissed or departs for any reason (including choosing to return home early from the program), no refunds can be granted, and participant and/or parent/s are responsible for any and all costs of early departure, whether for medical reasons, personal emergencies or otherwise. These costs include, but may not be limited to: evacuation and costs, medical treatment, plane, train or other transportation costs or fares, meals, lodging, and expenses for staff who may accompany participant.

Costs and Insurance: TA is not responsible for (and TA's insurance will not cover) costs incurred, or tuition refunds due to trip delay, cancellation, interruption or early termination, (as discussed above), medical treatment or evacuation on program or otherwise, or costs incurred from lost baggage, or lost, stolen or damaged personal belongings. You are required to have medical/health insurance on you/your child. We highly recommend that participant or parent/s consider purchasing additional medical and trip cancellation and/or travel insurance to cover these costs and/or losses, as well as reviewing their own personal insurance to check and understand their coverage. Note: If you are traveling with us outside the U.S., your personal medical insurance may not cover participant's medical expenses while on program.

Participant/Parent Behavior & Expectations:

- Participants must abide by Telluride Academy's rules and policies.
- Participant and/or parent/s of minors agree participant will arrive on time. Parent/s agree to pick up their child on time. If participant is sick or unable to attend, participant and/or parent/s agree to notify TA immediately.
- TA feels that each participant has the right to be respected and to participate in a positive learning environment. Participants are expected to have a good attitude. If a participant chooses to ignore behavioral expectations, or for any other reason, staff may, in their discretion, contact the parent/s, excuse the participant from the activity until he/she agrees to behave, and/or dismiss the participant from the program (see below).
- TA reserves the right to dismiss any participant from the program that staff believes, in their discretion, presents a safety concern or medical risk, is disruptive, or otherwise conducts herself in a manner detrimental to the program. Conduct that TA considers detrimental to the program and that can result in dismissal includes, but is not limited to: use or distribution of illegal drugs, alcohol, or tobacco products; theft; falsifying medical records and/or not disclosing medical conditions.
- Even if a participant is accepted on a program, it is ultimately up to the participant (or parent/s and their son or daughter), in conjunction with their physician, to decide whether a TA program is an acceptable match for them. Please see the TA Medical & Health Information form, and Acknowledgment and Assumption of Risks & Release and Indemnity Agreement for further details.
- Participant understands that they share in the responsibility for their own well being, and the well being of the group.

Equal Opportunity: TA provides equal opportunities to all, and does not discriminate regarding its employees or participants on the basis of race, color, gender, religion, national or ethnic origin, sexual orientation, age, or disability. TA is not, however, a treatment center, and TA staff are not trained to deal with participants who have severe mental, physical or emotional difficulties. We do reserve the right to refuse admission to our programs in appropriate cases.

Photo Permission/Release: I authorize TA, and/or parties designated by TA, to use my or my child's photo, video, recording and/or written statements, in any manner TA desires, for advertising, display or other use, without review by, or compensation to, participant or parent/s.

Lost, Stolen or Damaged Property: TA is not responsible for a participant's lost, stolen or damaged personal belongings. In addition, participant and/or their parent/s will be held responsible for damage to, or loss of TA property or equipment. This may include sharing in the group's collective responsibility for willful equipment/property destruction or loss.

For all participants & parent/s: I have accurately completed this Registration and have read, understand and agree to the Terms outlined above. I agree to review all program materials sent, to complete all required forms, and to abide by the terms of those documents. The parent gives his/her child permission to participate in all TA activities and programs. In the unlikely event that a dispute cannot be settled through discussion, I agree that Colorado law (without regard to its conflict of laws rules) will govern all aspects of participants' and/or parent/s' relationship with TA, and that any mediation, suit or other dispute will be filed or entered into only in San Miguel County, Colorado. **A parent must sign below if participant is under 18 yrs. of age.**

Participant's signature _____ Date _____

Parent or Guardian signature _____ Date _____



2010 Medical & Health Information Form

To All Participants and Parent or Guardian (hereafter 'parent/s') of minors (those under 18 yrs.):

We ask that you complete this information carefully and accurately. This information will be shared only with Telluride Academy, Inc. ("TA") personnel or individuals working with TA. Otherwise, the information will remain strictly confidential.

Participation in TA activities includes a review of participant's medical and health information. Disclosing information in this form does not automatically exclude participation. TA would like to obtain accurate information about a participant's health, and understand any health concerns or limitations. We do not require a physician's exam before participation. **Understand that although TA may allow participation, it is ultimately up to the participant (or parent/s and their son or daughter), in conjunction with their physician, to decide whether a TA program is an acceptable match for them.** TA activities can be strenuous and can offer exercise different than what participant may be accustomed to. Depending upon the program, participants engage in a variety of educational and adventure activities at altitudes that can exceed 7,000 feet. Activities include, among others, hiking, backpacking, climbing, rafting, skiing and biking. Please review the TA Acknowledgment and Assumption of Risks & Release and Indemnity Agreement and specific trip descriptions for further information regarding TA activities and associated risks, or call us at 970-728-5311 if you or your physician have further questions about the nature and physical demands of these activities, or other concerns.

Student's name: _____ Age: _____ Date of Birth: _____ Male Female

Name of Program requested: _____ Session: 1 2 3 4 5 6 Other: _____

Name of Program requested: _____ Session: 1 2 3 4 5 6 Other: _____

Name of Program requested: _____ Session: 1 2 3 4 5 6 Other: _____

Names of Parents/Guardians: _____

School Attended 2009/10 School Year: _____ Grade in 2009/10: _____

My child: cannot swim at all is a marginal swimmer is an intermediate swimmer is a strong swimmer

My child: gets car sick does not get car sick

Participant has the following allergies/ailments/food restrictions:

Participant currently takes the following medications:

Medication	Dosage	Side effects/restrictions	Prescribed by?	For what condition?

Parent/s give/s TA permission to give the above prescription to their child in such time and doses as is necessary when attending Telluride Academy programs. Parent/s will inform TA immediately should there be any changes in their child's medication regime.

Identify any medications taken during the school year that participant **does/may not take during the summer?**

Does participant have any condition (e.g., mental, physical, emotional or otherwise), which might affect participant's well being, the well being of others, or affect participant's ability to engage in TA activities?

Are there any limitations on participant/s ability to participate in any TA activities?

Please list any pertinent medical history or chronic medical problems that our instructors should be aware of:

Immunization History (please attach if available): (Any additional information attached? Yes No)

Medical Permission and Authorization:

I authorize Telluride Academy staff, representatives, contractors or other medical personnel to obtain or provide medical care for me or my child, to transport me or my child to a medical facility and to provide treatment (including routine or emergency health care, hospitalization, medications, anesthesia, surgery) they consider necessary for my or my child's health. I agree to the release (to or by TA) of any records necessary for treatment, referral, billing or insurance purposes. Except to the extent limited in this form, participant has permission to participate in all TA activities and programs.

In case of any life threatening or other medical emergency, TA will attempt to contact me, or my friend or relative listed below, as soon as possible, at one of the following phone numbers.

Home or Local Accommodation's' Phone #: _____

Cell Phone # (mother): _____ (father): _____

Work Phone # (mother): _____ (father): _____

Local Employer (if applicable): _____

Please include any special instructions on how to contact you while your child is attending Telluride Academy:

Friend or Neighbor who is authorized to pick up my child: _____ (Phone #): _____

My child is insured under the following insurance company: _____

Policy #: _____ We have no health insurance

My child's physician is: _____ Phone #: _____ Address: _____

My child's dentist is: _____ Phone #: _____ Address: _____

I (participant and parent(s) of a minor participant) agree as follows:

To the best of my knowledge, this Medical & Health Information form contains accurate information. I will contact TA if any medical or health condition changes before the start of the program. I understand that providing inaccurate medical or health information or falsifying medical or health information can create serious risks to participant or others, and/or can result in a participant's dismissal from the program. I understand my/my child's ability to participate is contingent upon TA's review of all forms, including this one. I understand that although TA will review this information and may allow participation, TA cannot anticipate or eliminate risks or complications posed by an individual's mental, physical or emotional condition. **A parent must sign below if participant is under 18 yrs. of age.**

Participant's Signature _____ Date _____

Parent/Guardian Signature _____ Date _____



2010 Participant Acknowledgement and Assumption of Risks & Release and Indemnity Agreement

PLEASE READ THIS ENTIRE DOCUMENT (hereafter 'Document') CAREFULLY BEFORE SIGNING. All participants must sign this Document. For participants under 18 years of age (hereafter sometimes 'minor' or 'child'), one or both parents or guardians (hereafter collectively 'parent/s') must also sign. **In consideration of the services of Telluride Academy, Inc., a Colorado non-profit corporation, and its officers, directors, employees, representatives, agents, independent contractors, and all other persons or entities associated with it (collectively referred to in this Document as 'TA'), I (participant and parent/s of a minor participant) acknowledge and agree as follows:**

Telluride Academy, Inc., contracts with individuals or organizations that are independent contractors (not their employees or agents) to provide some of the services, and to conduct some of the activities participants may engage in. Although Telluride Academy, Inc., has made efforts to locate responsible contractors, it does not supervise or control these contractors and is not responsible for their conduct. Participant (and parent/s of minors) acknowledges that they may independently investigate and assess these organizations and activities, if they choose to do so.

ACKNOWLEDGMENT & ASSUMPTION OF RISKS

TA instructional, educational and/or adventure activities (which may be scheduled or unscheduled, or occur during free time) in the U.S. or in foreign countries, include, but are not limited to: hiking, backpacking, camping, horseback riding, llama trekking, on or off road biking, technical rock climbing (both indoors on artificial walls, and/or outdoors on natural rock), skiing, snowboarding, low element ropes course activities, swimming, river rafting, canoeing, kayaking, sailing, fishing, tubing, snorkeling, surfing, zip-lining, skateboarding, gymnastics, karate, orienteering, archery, homestays, games and sporting activities, or travel or transportation to and from activities in 15 passenger vans and other vehicles (referred to in this Document as 'activities' or 'these activities'). **I, and my parent/s, if I am a minor, acknowledge that participating in these activities involves inherent and other risks, hazards and dangers (referred to in this Document as 'risks') that can cause or lead to injury, damage, death or other loss to participant or others. The following includes some, but not all of those risks:**

Risks present in an outdoor or wilderness environment. These risks include travel in high altitude, mountainous or wilderness terrain both on and off trail. Participants' travel may be subject to lightning; strong winds; fast moving rivers or other water bodies; difficult stream crossings, currents or whitewater; falling rocks; extremely hot or cold weather or water; snow and ice; fallen timber; stinging or disease carrying animals or insects; poisonous plants; unpredictable behavior of horses, llamas or other domestic animals; wild animals and other natural or man-made hazards. Hazards (both on land and above and below water level) may not be marked or visible and weather is unpredictable year-around.

Risks associated with travel in the U.S. or a foreign country. Travel can be on foot or by vehicle, plane, train, bicycle, animal, boat or other means and can be over rough and unpredictable terrain or water bodies, with adverse weather conditions. Travel can involve unique risks, such as political unrest, terrorism and warfare, contact with unusual diseases, exposure to contaminated food or water, dangerous road or travel conditions, thievery, abduction and other risks. Participants may be subject to laws and legal systems in foreign countries that do not provide the same protections as the U.S. legal system.

Risks in decision making, including, without limitation, the risk that a TA staff member, representative, co-participant or contractor may misjudge a participant's capabilities, health or physical condition, or misjudge some aspect of instruction, medical treatment, weather, terrain, water level, or route location.

Personal health and participation risks. The risk that participant's mental, physical or emotional condition (disclosed or undisclosed, known or unknown) combined with participation in these activities could result in injury, damage, death or other loss.

The risk that equipment used in an activity may be misused, or may break, fail or malfunction. TA requires use of helmets for some activities, and participants are responsible for keeping their helmet on during the activity. Helmets may prevent or lessen head injuries in some instances; however, use of a helmet is not a guarantee of safety, and injury can occur even with the use of a helmet.

Risks connected with geographic location. TA activities may take place in remote places, several hours from any medical facility, causing potential delays or difficulties with communication, transportation, evacuation and medical care. Although TA personnel may have wireless communication devices (including cell phones) while conducting programs, use of these communication devices in outdoor, mountainous and/or wilderness terrain is unreliable and inconsistent.

Risks associated with cooking and camping. Risks include gas explosion, scalding or other burns associated with cooking over a gas stove or open fire, and water contamination in natural water sources. All water may be contaminated and should be disinfected, filtered or boiled before use.

Risks regarding conduct, including the potential that the participant, or other participants or third parties (e.g. general public, rescue squad, medical facility) may act carelessly or recklessly.

Risks associated with free time. Participants will have free time during, before or after the start of the TA program and during sleeping hours. **During both supervised and unsupervised activities, all participants share in the responsibility for their own well-being and the well-being of the group.**

Other risks that are generally associated with instructional, educational and/or adventure activities.

These and other risks may result in participants: falling partway or falling to the ground; being struck; colliding with objects or people; experiencing vehicle or boat collision or capsizing; drowning; reacting to weather conditions or increased exertion; suffering gastro-intestinal complications or allergic reactions; becoming lost or disoriented, or experiencing other problems. These and other circumstances may cause hyperthermia, hypothermia, high altitude sickness, frostbite, dehydration, burns, heart or lung complications, broken bones, concussions, paralysis, mental or emotional trauma, or other injury, damage, death or loss.

I (participant and parent/s of a minor participant) agree:

- To accurately complete all required forms, abide by the terms of those documents, and obey all TA rules and policies;
- If participant has any mental, physical, or emotional conditions or limitations that might affect his/her ability to participate, we agree to disclose those to TA, and represent that participant is fully capable of participating without causing harm to him/herself or others;
- To review all program materials and information received, and understand that TA representatives are, and have been available, should we have further questions about these activities and the associated risks;
- TA staff or other personnel cannot assure participant's safety or eliminate any of these risks.

Participant is voluntarily participating with knowledge of the risks. Therefore, participant and parent/s of minors, assume and accept full responsibility for the inherent and other risks (both known and unknown) of these activities, and for any injury, damage, death or other loss suffered by participant and his/her parent/s, resulting from those risks and/or resulting from participant's negligence or other misconduct.

RELEASE AND INDEMNITY AGREEMENT

Please read carefully. This Release and Indemnity agreement contains a surrender of certain legal rights. I (adult participant, or parent/s for themselves and for and on behalf of their participating minor child) agree as follows:

1. **to release and agree not to sue TA**, with respect to any and all claims, liabilities, suits or expenses (including attorneys' fees and costs) (hereafter collectively 'claim' or 'claim/s') for any injury, damage, death or other loss in any way connected with my/my child's enrollment or participation in these activities, or use of TA equipment or facilities. **I understand that in signing this Document, I, my child, and anyone acting on my or my child's behalf, surrender our respective rights to make a claim against TA as a result of any injury, damage, death or other loss suffered by me or my child**
2. **to defend and indemnify** ('indemnify' meaning protect by reimbursement or payment) **TA** with respect to any and all claim/s brought by or on behalf of me, a family member, a co-participant, or any other person for any injury, damage, death or other loss in any way connected with my/my child's enrollment or participation in these activities or use of TA equipment or facilities.

This Release and Indemnity Agreement includes claim/s resulting from TA's negligence (but not its gross negligence or willful, wanton or criminal misconduct), and includes claim/s for personal injury or wrongful death (including claim/s related to emergency or medical response, assessment or treatment), property damage, breach of contract or any other claim.

CONCLUSION

I (participant and parent/s of a minor participant) agree that Colorado substantive law (without regard to its conflict of law rules) governs this Document, any dispute I have with TA and all other aspects of my relationship with TA, and that any mediation, suit, or other proceeding must be filed or entered into only in San Miguel County, Colorado. I agree to attempt to settle any dispute (that cannot be settled by discussion) through mediation before a mutually acceptable Colorado mediator. This Document is intended to be interpreted and enforced to the fullest extent allowed by law. Any portion of this Document deemed unlawful or unenforceable shall not affect the remaining provisions, and those remaining provisions shall continue in full force and effect.

Participant and parent/s of a minor participant agree: I have carefully read, understand and voluntarily sign this Document and acknowledge that it shall be effective and binding upon me, my minor children, spouse and other family members, and my heirs, executors, representatives and estate. One or both parent/s must sign below if participant is under 18 years of age.

Participant Signature _____ Date _____ Print name here _____

Parent/Guardian Signature _____ Date _____ Print name here _____