

ENROLLMENT AGREEMENT

EDUCATORS EXPEDITION

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The participant named below intends to enroll in the Educators Expedition (hereafter sometimes "Program" or "School") at the High Mountain Institute. In consideration of the services of the High Mountain Institute, Inc., (collectively referred to as "High Mountain Institute" or "HMI") the participant acknowledges and agrees as follows:

Enrollment and Additional Forms

A participant is considered preliminarily enrolled in the Educators Expedition once we receive this signed Enrollment Agreement and your tuition (see below). We also require the submission of additional forms and paperwork. Therefore, final acceptance, enrollment, and participation in the Educators Expedition is contingent upon your full and timely payment and HMI's receipt and review of all signed and completed participant paperwork and forms, including but not limited to this Agreement, the General Medical History & Information Forms, and the HMI Acknowledgment and Assumption of Risks & Release and Indemnity Agreement. This paperwork is available for review at https://www.hminet.org/enrollment/.

Tuition, Deposit and Expenses

Tuition and wilderness rental gear for the Educators Expedition is \$3,275 (Early Bird Rate, \$2,975) and should be paid directly to the High Mountain Institute at the time of registration (or within two weeks of registration if paying by check). Checks should be made payable to the *High Mountain Institute* and sent to: HMI, Educators Expedition, 531 County Rd 5A, Leadville, CO 80461.

Refund, Cancellation and Return

In the event that HMI cannot accommodate a participant because of medical concerns or background checks, we will issue a refund of the tuition payment. Otherwise, if for any reason (whether voluntary or involuntary) a participant cancels, does not attend, arrives late or leaves the HMI program in progress, there will be no tuition refunded. HMI reserves the right, in its sole discretion, to separate participants from the Program, for any of the reasons identified in this Enrollment Agreement or otherwise. This includes, but is not limited to, separation for medical issues, physical injuries, emotional issues, discipline or behavioral issues, negative or non-participation, failure to follow HMI Program rules, failure to uphold HMI community standards, non-payment of tuition or other fees, and/or other conduct or circumstances that HMI believes, in its sole discretion, is detrimental to the Program. The participant is responsible for all costs of late or non-arrival or early departure (whether voluntary or involuntary). These costs include, but may not be limited to, medical costs and plane or transportation fares.

School Program Alterations and Force Majeure

HMI endeavors to follow School itineraries as may be described in HMI marketing materials or other School information. However, HMI reserves the right, in its sole discretion, to alter itineraries or planned activities, as needed, to address changing conditions, for the health and well-being of participants/staff or for other reasons. HMI will not be legally liable or responsible for any delay or failure of its performance regarding the School and/or under this Agreement including any changes in the School itinerary, cancellation or other alteration, resulting from an Act of God or other condition beyond its control (force majeure), including but not limited to fire or other natural disaster; war, violence or terrorism or other major event. Typically, these are events that may compromise the health or well-being of participants/staff or otherwise prevent performance. In such a case, HMI will suspend or alter its performance if and until, in its sole discretion, it is able to appropriately resume performance.

<u>Insurance</u>

- 1. **Medical insurance:** All participants are required to have medical insurance in place for the duration of the program. If the participant does not have medical insurance, please contact us immediately so that we can assist you in discussing options for coverage.
- 2. **Trip insurance:** HMI recommends that all participants purchase trip cancellation or travel insurance to assist in covering costs incurred in the event of cancellation, late arrival or early departure.

Participants are encouraged to review their medical insurance, any purchased trip insurance and other personal insurance to understand their coverages.



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Lost, Stolen or Damaged Property

HMI is not responsible for a participant's lost, stolen, or damaged personal belongings. In addition, participants will be held responsible for damage to, or loss of HMI property or equipment. This may include sharing in the group's collective responsibility for willful equipment/property destruction or loss.

Participant Conduct

In signing this Enrollment Agreement Form, the participant agrees to abide by the standards of conduct that support the goals of the Educators Expedition. The success of the community depends upon the full and positive participation of all members. If a participant chooses to break one of the major Program rules, he/she will be asked to leave the Program. In order to promote a positive community environment, the following actions will not be permitted while participating in the Educators Expedition:

- · Plagiarizing, cheating, or lying
- Stealing
- Willful destruction of property
- •Use or possession of drugs

- Inappropriate use of alcohol
- · Harassment, bullying, hateful or negative speech of any kind
- Inappropriate relationships
- Inappropriate use of tobacco products

Photo & Promotional Release

The participant authorizes HMI, and/or parties designated by HMI, to take photos or other images, motion pictures, audio or video recordings, and/or written or spoken statements (including quotations from conversations and correspondence) of the participant without compensation, and use these materials, including for broadcast, sale, reproduction or display on the internet (including the HMI website or other internet sites) or via other media, in HMI catalogues, marketing presentations or other materials, or for any other HMI promotional or educational use. These materials are the sole property of HMI.

For All Participants

I have read, understand, and agree to the terms outlined in this Agreement. I agree to obey all HMI rules, regulations, and policies, review and accurately complete all forms and information, and timely submit all payments. I understand that I am not an HMI employee for any purpose, and no health insurance or any other employee benefits are available to me. Colorado law (without regard to its conflict of laws rules) governs all aspects of the participant's relationship with HMI, contractual or otherwise, and any mediation, suit, or other dispute with HMI must be filed or entered into only in Lake County, Colorado. I agree to attempt to settle any dispute (not settled by discussion) before a mutually acceptable Colorado mediator.

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Participant Signature	Date	Print Name Here