

# TREE CLIMBING NORTHWEST

## Student Participation Agreement for the Basic Tree Climbing Course

### **INSTRUCTIONS**

1. Please fill in all three pages of this form at your computer. 2. Submit the form using one of the options described at the bottom of Page 3. **Please leave signature area blank.** We will ask you to sign your form on the day your course begins.

### **I. Parties.**

The Parties to this Agreement are:

- New Tribe, Inc., dba Tree Climbing Northwest (hereinafter referred to as NT), and
- \_\_\_\_\_ (hereinafter referred to as Student).

The Effective Date of this Agreement is \_\_\_\_\_.

### **II. Purpose.**

Student desires to enroll in the Basic Tree Climbing Course as designed by Tree Climbers International, Inc. (hereinafter referred to as TCI) to learn the skills necessary for recreational tree climbing, and NT is willing to teach Student the Basic Tree Climbing Course (hereinafter referred to as BTCC) according to the terms and conditions set forth in this Agreement.

### **III. NT's Obligations.**

NT agrees that:

- (a) An instructor who has been certified by TCI will teach Student the BTCC;
- (b) Each BTCC will have a maximum enrollment of four students per instructor, unless that instructor is assisted by a TCI-certified Facilitator, in which case the maximum enrollment will be six students;
- (c) NT will provide Student with TCI-approved course materials;
- (d) NT will provide Student with all of the necessary equipment needed for the BTCC;
- (e) Upon successful completion of the BTCC, including passing the written and climbing exams, Student will receive from NT a "Recreational Tree Climber" certificate; and
- (f) A portion of BTCC tuition will pay for lifetime membership in Tree Climbers International (TCI), with all its rights and benefits. Student will be provided with TCI membership materials by TCI after completion of the BTCC.

### **IV. Student's Obligations.**

Student agrees that:

- (a) Course Registration Forms. No later than ten days prior to the start of the BTCC in which Student is enrolled (or later with NT's permission), Student will complete and return the following documents to NT:
  - This Student Participation Agreement;
  - Course Registration Form;
  - Participant Information Form; and
  - Release Agreement with optional Photo Release.

By initialing here, I acknowledge that I have read and understand the above material \_\_\_\_\_

- (b) Payment of Tuition. Student will pay NT one-half (50%) of the BTCC tuition upon submission of registration materials outlined above. Payment of the balance is due two (2) weeks before the first day of the BTCC class. Student will participate in the class for which he or she registered unless Student's course is postponed by mutual agreement of NT and student; or if the BTCC is cancelled by NT, in which case Student will be registered for a subsequent course session with NT. A tuition refund, minus \$50 (fifty dollars) for processing fees, will be granted only in the event of a family or health emergency.
- (c) Student understands that tree climbing is a rigorous physical activity which requires that Student be in good physical and mental health. Student warrants that he or she will be present at all sessions of the BTCC in physical and mental condition adequate to participate and take course instruction. If on the Participant Information Form Student indicates a condition for which Student is under a physician's care, or for which tree climbing reasonably may present a risk to Student, Student will provide NT with a note signed by Student's medical doctor stating that Student may take the BTCC. If this note is not presented to NT at least one week prior to the start of the BTCC (or later with NT's permission), Student may not participate in the BTCC and Student will forfeit tuition deposit, or, at the discretion of NT, be enrolled for a subsequent session of the course.

#### V. **Proprietary Information.**

Student acknowledges that all materials, concepts, and information (collectively called "Materials" below) presented to student in the BTCC, either orally or in writing, are highly valuable and are protected by appropriate copyrights and licensing agreements. Student further acknowledges that the Materials presented in the BTCC are intended solely for use by Student, as a participant in the BTCC, and are presented by an instructor who has been specially trained and certified by TCI.

As such, Student agrees not to:

- reproduce, copy, transcribe or otherwise duplicate;
- disclose, distribute, lend, transfer or otherwise use; or
- resell, modify and sell, or repackage and sell;

any of the Materials, directly or indirectly, for any purpose, except for Student's own personal use.

Student specifically agrees not to reproduce or distribute any of the Materials for any seminar, training program, workshop, consulting, or similar business activity.

Student further specifically agrees not to reproduce and distribute any of the Materials to any person or entity engaged in the teaching or the business of recreational tree climbing.

By initialing here, I acknowledge that I have read and understand the above material \_\_\_\_\_

**VI. Disclaimer and Indemnification Declaration and Warranty**

- (a) **Disclaimer.** By signing below, Student acknowledges that the skills learned in the BTCC are merely the skills needed by Student to be a recreational tree climber. Student further acknowledges and understands that Student’s participation and successful completion of the BTCC does not qualify Student to teach others tree climbing techniques and knot systems or to facilitate other climbers into trees. Furthermore, Student acknowledges and understands that the BTCC has not taught the Student the skills needed for professional tree work.
- (b) **Indemnification.** Student, on behalf of him or herself, and his or her agents, spouse, heirs, personal representatives or estate, and other persons acting in any capacity on his or her behalf (hereinafter collectively referred to as Student’s Group), hereby agrees to indemnify and hold harmless NT, including its agents, owners, officers, employees, certified facilitators and instructors, licensees, volunteers, participants, and all other entities or persons acting in any capacity on NT’s behalf (hereinafter collectively referred to as NT Group), from any and all claims, liabilities, actions, expenses, losses or damages incurred by NT Group whatsoever on account of (or in connection with) any loss, injury, death or damage to persons or property or business arising out of, or caused by, the facilitation or teaching by Student’s Group’s facilitation or teaching of recreational tree climbing or tree climbing techniques and knot systems. This includes (without limitation) any negligent or willful misconduct on the part of Student’s Group.

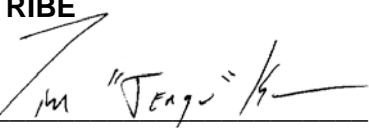
**VII. Non-Affiliation Declaration and Warranty.**

Student hereby affirms that Student is in no way affiliated with TCI. Furthermore, Student agrees that he or she may not and will not, in any way, represent or claim to represent TCI anywhere or at any time except with written authorization from TCI.

Tree climbing is an inherently dangerous activity which requires that students strictly comply with safety procedures as well as give constant attention to course instruction. For willful violation of either of these rules by Student, NT reserves the right, at any time, with or without cause, to refuse to teach the BTCC to Student and/or to discontinue a course at any time with no refund of course fees.

**NEW TRIBE**

**STUDENT**



Tim Kovar  
Tree Climbing Instructor

Signature

Print Name

**Please leave signature areas blank.** We will ask you to sign your form on the day your course begins.

Submit your form using one of the following methods:

1. **Paperless Registration:** Click the “Email Form” button and proceed as directed. (If your software does not support this action, a message will appear saying this operation is not permitted. Go to step 2.)
2. **Paperless Registration:** Click “Print” and choose “Adobe PDF” printer. Save the PDF file to your computer and send it to [connect@newtribe.com](mailto:connect@newtribe.com) as an email attachment. (If your system does not have a PDF printer available, go to step 3.)
3. **Paper Registration:** Click “Print” and select a printer that will produce a hard copy of your form. Print it and mail to New Tribe at the address below.