

TREE CLIMBING NORTHWEST  
and  
**TREE CLIMBERS INTERNATIONAL<sup>®</sup>, Inc.**

**Student Participation Agreement for the Facilitator Program**

**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:

- Tree Climbing Northwest (*hereinafter referred to as NT*),
- Tree Climbers International (*hereinafter referred to as TCI*) and
- \_\_\_\_\_ (*hereinafter referred to as Student*).

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

**II. Purpose.**

Student desires to enroll in the TCI Facilitator Program (hereinafter referred to as FP), consisting of the TCI Facilitator Course and the TCI Facilitator Internship, to learn the skills necessary to lead recreational tree climbing events; and NT is willing to enroll Student in the FP according to the terms and conditions set forth in this Agreement.

**III. NT's and TCI's Obligations.**

NT agrees that:

- (a) A TCI-certified instructor will teach Student the FP;
- (b) NT will provide Student with TCI-approved course materials;
- (c) Upon successful completion of the TCI Facilitator Course, NT will award Student a "Facilitator Intern Certificate" stating that Student has completed the TCI Facilitator Course and, as a TCI Facilitator Intern, is qualified to lead recreational tree climbing events according to the rules and guidelines of the TCI Facilitator Internship.
- (d) Upon successful completion of the FP, NT will award Student a "Facilitator Certificate" stating that Student has successfully completed the FP.

**IV. Student's Obligations.**

Student agrees that:

- (a) Student will complete the application process for enrollment in the FP by fulfilling all Program prerequisites, providing documentation where necessary, as outlined in the document entitled "Facilitator Program Application Requirements."
- (b) At the time Student's FP application is accepted, Student and Instructor will set Facilitator Course dates; and, once the Course is scheduled, Student will pay the FP tuition in full. A tuition refund, minus \$50 (fifty dollars) for processing fees, will be granted only in the event of a family or health emergency.

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

- (c) Student warrants that student is in adequate physical and mental condition to take course instruction, participate in course activities, and assist others in the sport of recreational tree climbing.
- (d) Upon successful completion of the Facilitator Course, Student will participate in the TCI Facilitator Internship for a period not to exceed 18 months, during which time it is expected that Student will be able to fulfill all the requirements for completing the FP, as outlined in the document, "Facilitator Program - Program Requirements."
- (e) Upon completion of the TCI Facilitator Course and entrance into the TCI Facilitator Internship, Student will sign the TCI Facilitator Internship Disclaimer and Indemnification Agreement, in which the Student acknowledges, among other things, that
  - As a Facilitator Intern, Student is qualified to lead recreational tree climbing events only to the extent that the rules and guidelines of the TCI Facilitator Internship allow;
  - Student is not qualified to teach basic tree climbing techniques, knot systems, or the Basic Tree Climbing Course as developed by TCI;
  - Student is not qualified to teach the FP or any course of instruction to lead recreational tree climbing events;
  - Student is not qualified to perform tree work;
  - Student may not declare or assert affiliation with NT, use the NT logo, or claim to represent NT anywhere or at any time;
  - Student may not declare or assert affiliation with TCI, nor use the TCI logo, except with written authorization from TCI.
- (f) Upon successful completion of the TCI Facilitator Internship and thereby the FP, Student will sign the FP Disclaimer and Indemnification Agreement, in which the Student acknowledges, among other things, that
  - Student is not qualified to teach basic tree climbing techniques, knot systems, or the Basic Tree Climbing Course as developed by TCI;
  - Student is not qualified to teach the FP or any course of instruction to lead recreational tree climbing events;
  - Student is not qualified to perform tree work;
  - Student may not claim to represent TCI anywhere or at any time;
  - Student may not declare nor assert affiliation with or certification by TCI, nor use the TCI logo, except as outlined and specifically agreed to by Student and TCI in the "TCI Logo Usage Agreement."

## V. Proprietary Information.

Student acknowledges that all materials, concepts, and information (*collectively called "Materials" below*) presented in the FP, 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 FP are intended solely for use by Student, as a participant in the FP. 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.

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

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

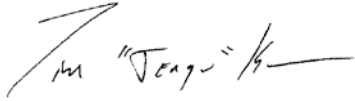
Student further specifically agrees not to reproduce and distribute any of the Materials to any person or entity engaged in the teaching or business of recreational tree climbing.

**VI. Reservation of Rights.**

NT reserves the right to refuse to teach the FP to Student and/or to remove Student from the FP at any time, with or without cause.

**TREE CLIMBING NORTHWEST**

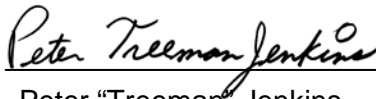
**STUDENT**

By:   
\_\_\_\_\_  
Tim "Tengu" Kovar  
Master Tree Climbing Instructor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**TREE CLIMBERS INTERNATIONAL, INC.**

By:   
\_\_\_\_\_  
Peter "Treeman" Jenkins  
President

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

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**Please leave signature area 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.