

ALDHA-West 2024 Outdoor Scholarship Terms and Conditions

The ALDHA-West Outdoor Scholarship ("Program") is a scholarship program offered by ALDHA-West, a 501(c)(3) non-profit organization. Participation in the Program is subject to the following terms and conditions:

- 1. Risk and Participation:** Outdoor activities inherent in the Program, including but not limited to hiking, camping, backpacking, involve inherent risks of injury or death. Applicants and participants acknowledge and assume these risks, and agree to hold the Organization, its affiliates, sponsors, partners, and their respective officers, directors, employees, and volunteers harmless from any and all liability arising from participation in the Program.
- 2. Medical Requirements:** It is the sole responsibility of the applicant/participant to seek their own medical advice and clearance before participating in any Program related activities.
- 3. Insurance:** Participants are responsible for obtaining and maintaining their own adequate health and accident insurance for the duration of the Program.
- 4. Equipment and Gear:** Participants are responsible for providing their own personal equipment and gear as specified by the Program. The Organization cannot be held liable for any damage or loss of personal equipment.
- 5. Rules and Regulations:** Participants must comply with all Program rules and regulations, including guidelines for conduct, safety, and environmental protection. Failure to comply may result in disqualification from the Program.
- 6. Intellectual Property:** All materials provided by the Organization in connection with the Program, including but not limited to course materials, presentations, and handbooks, are the intellectual property of the Organization. Participants may not copy, distribute, or reproduce these materials without prior written permission from the Organization.
- 7. Photography and Videography:** The Organization may capture photographs and video footage of Program activities for promotional and educational purposes. Participants agree to allow their likeness to be used in such materials.

8. Indemnification: Participants agree to indemnify and hold harmless the Organization, its affiliates, sponsors, partners, and their respective officers, directors, employees, and volunteers from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with participation in the Program.

9. Limitation of Liability: The Organization will not be liable for any direct, indirect, incidental, consequential, or punitive damages arising out of or in connection with participation in the Program, even if the Organization has been advised of the possibility of such damages.

10. Governing Law: This disclaimer shall be governed by and construed in accordance with any applicable state or federal laws of, without regard to its conflict of laws principles.

11. Amendment: The Organization reserves the right to modify this disclaimer at any time. The current version of the disclaimer will be posted on the Program website.

12. Severability: If any provision of this disclaimer is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain in full force and effect.

13. Entire Agreement: This disclaimer constitutes the entire agreement between the Organization and the participant with respect to the Program and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.

Signature

Date