

Odyssey Wilderness Programs, Inc.
1106 Harris Ave., Suite 201
Bellingham, WA 98225

LEADERSHIP PROGRAM ENROLLMENT AGREEMENT

This agreement is entered into by and between Odyssey Wilderness Programs, Inc., Inc. (hereinafter "OWP") and (full legal name) _____ (hereinafter "Sponsor") to provide services for (full legal name) _____ (hereinafter "Student") and is made effective as of (date) _____.

In consideration of the mutual promises set forth in this Agreement, OWP and Sponsor (hereinafter the "Parties") mutually agree as follows:

1. SPONSOR'S REPRESENTATION. Sponsor warrants that Sponsor is the parent(s)/guardian(s) having legal custody of Student with full power to enter into this Agreement and enroll Student in the Program according to the terms and conditions of this Agreement. OWP is entering into this Agreement in reliance upon this warranty and the information provided by Sponsor in this Agreement, the Application for Admission and all other documents submitted by Sponsor.

2. PROGRAM. The program will be for a period of fifteen (15) days unless extended hereunder and will include the following (the "Program"): all necessary course equipment, food, lodging, and curriculums for Student to participate in Odyssey activities, weekly individual counseling services for Student, weekly group counseling services for Student, and weekly consultation meetings between OWP and Sponsor.

3. ENROLLMENT OF STUDENT. Upon Sponsor's initial payment and completion of this Agreement, the Leadership Program Admission and all other related documentation, and upon OWP's execution of this Agreement, OWP shall accept Student conditionally for enrollment in OWP, subject to the terms and conditions of this Agreement. Sponsor acknowledges and agrees that OWP's conditional acceptance of Student is subject to the personal evaluation and screening process conducted by OWP in the first week of the program. If Student fails to satisfy OWP's screening criteria, Student will be returned promptly to Sponsor and OWP will return prepaid tuition fee to Sponsor, less daily tuition for days Student spent with OWP, a \$500.00 evaluation/screening fee and a deduction for all reasonable expenses incurred by OWP on behalf of Student and/or Sponsor prior to Student's return. Sponsor agrees to pay for Student's return trip home or other placement.

4. PROGRAM COST AND PAYMENT TERMS.

A. PROGRAM FEE. The cost of OWP Leadership Program tuition is \$150.00 per day and tuition begins on Student's date of arrival and ends on Student's graduation date. There is a \$250.00 transportation fee applicable for each day Student requires transportation to or from the Program, to be provided by OWP.

B. SCHEDULE AND METHOD OF PAYMENT. A minimum payment of \$2,250, plus \$250.00 transportation fee(s) if applicable, covering the 15 days of Student's program is due on or before Student's date of enrollment. This payment must be paid by cashier's check, certified check, wire transfer or accepted credit card (VISA and Mastercard). Sponsor shall provide a valid credit card number with available credit at the time of admission. In the event that any fees, costs or subsequent extensions, including but not limited to the initial program tuition fee, medication costs, outfitting costs and additional medical expenses, are not paid when due, Sponsor authorizes OWP to charge these items, including late fees, to this credit card number. Any extension of the Program must be agreed upon by OWP staff and Sponsor prior to its commencement. Payment for an extension must be paid in advance for the full length of the additional stay at the cost of \$150.00 per day.

C. CANCELLATION REFUNDS. A cancellation received less than seven days prior to the arrival date will result in a 50% refund. The amount retained by OWP may, if deemed appropriate by OWP, be used as credit against any future enrollment of Student. A full refund minus \$1,000 admissions fee will be given if cancellation is received more than seven days prior to student's arrival.

D. EARLY WITHDRAWAL. If Student is withdrawn before the completion of the minimum period of enrollment, without the recommendation of OWP, no refund will be given.

E. **ADDITIONAL COSTS AND EXPENSES.** In addition to the OWP tuition and enrollment fees, Sponsor agrees to pay for the following expenses of Student: transportation from Student's current residence to Bellingham, WA, and return transportation to Student's current residence, food and lodging expenses for any holding period before commencement of OWP program and/or after completion of OWP program, all medical, dental, hospital, and related expenses incurred by or for Student and all required personal items specified by "Leadership Program Packing List" posted in OWP's Leadership Program Application. Sponsors are also responsible for any additional escort fees required for transporting Student to and/or from OWP to another location (i.e. airport, doctor's appointments or special event).

F. **PERSONAL INJURY AND DAMAGE TO PROPERTY.** Sponsor agrees to accept full responsibility for and indemnify OWP from (1) the repair or replacement of any property damaged, defaced, or destroyed by Student, whether owned, leased, or controlled by OWP or any third party, and (2) any personal injury to any OWP personnel, other students or third parties caused, in whole or in part, by Student, and agrees to promptly reimburse OWP for any costs and expenses, including legal fees, it may incur in connection therewith.

G. **LOSS OR DAMAGE TO STUDENT'S PROPERTY.** OWP is not liable for any loss of or damage to any of Student's property.

H. **RUNAWAY EXPENSES.** Student is deemed as runaway if Student deliberately leaves and will not return to course area designated by OWP. OWP holds no obligation to find or return runaway Student to OWP and holds no obligation to readmit runaway Student to OWP if Student is deemed as unfit or unsafe for program participation. In the event Student runs away from OWP, OWP will make every reasonable effort to find and return Student to OWP or to Sponsor. An accounting of the expenses incurred by OWP in finding and returning Student will be made to Sponsor who agrees to accept full responsibility for any and all such costs and expenses, and to pay within seven days of Sponsor's receipt of said accounting. If runaway Student does not return to OWP, no prepaid tuition refund will be given and OWP holds no further obligation to Student or Sponsor.

I. **INSURANCE AUTHORIZATION.** Sponsor authorizes OWP to provide Student's medical insurance information to any person performing medical or other services, providing medication or doing anything else on behalf of Student described herein that may be covered by Student's medical insurance plan.

5. MEDICATION. All Student's prescription and nonprescription medication will remain in the custody of and be dispensed by OWP personnel in accordance with the instructions for such prescriptions throughout Student's Program. OWP will make every reasonable effort, but is not obligated, to return any remaining medication to Student or Sponsor when Student is discharged from OWP.

6. PICTURE AND NAME RELEASE. Sponsor hereby grants OWP the right and permission to use, publish, and republish photographic or digital images and direct quotes of Student in which Student's image or quotations may be included intact or in part, now or hereafter.

7. AUTHORIZATION FOR MEDICAL CARE AND RECORDS. In the event of an accident, injury, illness or other medical necessity, Sponsor hereby authorizes OWP to: (a) provide emergency first aid to Student in the field and enroute to any hospital or clinic, (b) arrange for any medical, dental, psychiatric, hospital, ambulance or other health-related care for Student deemed necessary by OWP's staff, and (c) authorize a physician, dentist or other health-care professional(s) to perform any procedure(s) that the health-care professional(s) deems necessary for the well-being of Student. All costs and expenses incurred for these services shall be the sole responsibility of Sponsor. Sponsor also authorizes OWP to arrange for a physical examination and any psychological assessments of Student deemed necessary by OWP prior to or during Student's enrollment at OWP. Sponsor also authorizes any and all medical doctors, psychiatrists, psychologists, counselors, therapists, hospitals, clinics and treatment centers that have treated Student, and whose names Sponsor shall provide to OWP, to release all information regarding Student's medical and/or psychological history, diagnoses and treatments to OWP upon request. Sponsor also authorizes OWP to share information regarding Student's participation in the Program to those persons or entities listed on the attached Authorization for Exchange of Information, as amended from time to time. OWP shall keep all such information confidential and shall not disclose such information to any third party except as authorized by Sponsor.

8. RESEARCH AUTHORIZATION. Sponsor hereby authorizes OWP to use data from Student's records, tests, and assessments for purposes of ongoing research, provided that Student's name and identity will be kept confidential and not used in any published materials.

9. EARLY TERMINATION BY OWP/LIQUIDATED DAMAGES. OWP reserves the right to terminate Student's participation in the Program at any time due to: (i) failure of Sponsor to pay any amounts due under Section 4; (ii) illegal, uncontrollable, or dangerous behavior by Student; (iii) discovery of any unreported or previously unknown

physical, medical, mental, or emotional problem(s) of Student; or (iv) for any other reason if OWP deems it necessary for the protection of Student, any other student(s) or the integrity of the Program. **In the event that OWP elects to terminate pursuant to the terms of this section, Sponsor understands and agrees that Sponsor forfeits all monies pre-paid to OWP.** The forfeiture reflects the recognition that certain costs associated with making the Program available to Student are incurred, whether or not the Program is completed, including such items as salaries, inventories, and other general operating expenses. Therefore, Sponsor understands and agrees that the policy of non-refundable payments and expenses is a reasonable estimate of the losses (i.e., Liquidated Damages) OWP incurs with the early termination of Student.

10. ESCORTS. If an escort is required to bring Student to OWP, Sponsor agrees that any escort or escort service used by Sponsor, whether or not Sponsor is referred to the escort by OWP, is in all respects an independent contractor contracting directly with Sponsor. Sponsor agrees that OWP bears no responsibility of any kind for any such escort service or the negligence or failure thereof.

11. HEALTH INSURANCE. Sponsor warrants that Student is presently covered, and will for the duration of Student's stay at OWP be covered, by adequate health insurance covering claims that may arise in connection with any accident, injury or illness that Student may suffer or incur during Student's stay at OWP. Whatever deductibles or coverage exclusions may apply in a given case shall be satisfied entirely by Sponsor.

12. ATTORNEYS' FEES. In the event an arbitration, suit or action is brought by any party under this Agreement to enforce any of its terms, or in any appeal therefrom, it is agreed that the prevailing party shall be entitled to reasonable attorneys fees to be fixed by the arbitrator, trial court, and/or appellate court. In addition, Sponsor agrees to compensate OWP for all reasonable attorneys' fees and costs incurred by OWP in connection with those matters concerning which Sponsor has agreed to pay or indemnify OWP herein.

13. ACKNOWLEDGEMENT/ENTIRE AGREEMENT. Sponsor hereby acknowledges that Sponsor has read this Agreement and that Sponsor understands and consents to all of its provisions, that this Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and that all other prior agreements, promises, expectations and conditions, oral or written, between the parties are incorporated herein.

14. DISCLAIMER. OTHER THAN THE EXPRESS COMMITMENTS SET FORTH IN THIS AGREEMENT, OWP GIVES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, TO EITHER SPONSOR OR STUDENT CONCERNING THE PROGRAM, AND SPONSOR ACKNOWLEDGES THAT SPONSOR IS NOT RELYING ON ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OTHER THAN THE EXPRESS COMMITMENTS OF OWP SET FORTH HEREIN.

(initial) (initial) (initial) (initial)

15. FORCE MAJEURE. Time periods for OWP's performance under any provision of this Agreement shall be extended for periods of time during which OWP's performance is prevented due to circumstances beyond its control, including, without limitation, strikes, embargoes, governmental regulations, inclement weather, and other acts of God, war or other strife.

16. NOTICES. All notices, requests, demands and other communications required or permitted under this agreement shall be in writing and shall be deemed to have been duly given, made and received when delivered against receipt or when deposited in the U.S. Mail, registered or certified mail, postage prepaid, addressed as set forth below:

Odyssey Wilderness Programs, Inc.
1106 Harris Avenue, Suite 201
Bellingham, WA 98225

Sponsor:

Any party may alter the address to which notices are to be sent by giving notice of such change of address in conformity with the provisions of this section for the giving of notice.

17. AMENDMENT. No modification, termination or amendment of this Agreement may be made except by written agreement signed by all parties.

18. WAIVER. Failure of either party at any time to require performance of any provision of this Agreement shall not limit the party's right to enforce the provision, nor shall any waiver of any breach of any provision be a waiver of any succeeding breach of any provision or a waiver of the provision itself for any other provision.

19. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the state of Washington excluding its choice of law provisions.

20. SEVERABILITY. Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and the remaining provisions hereof shall nevertheless remain in full force and effect.

21. BINDING AGREEMENT; NO ASSIGNMENT. This Agreement shall be binding upon and shall inure to the benefit of the parties, their respective successors, heirs and assigns, except that no party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party.

22. RELEASE OF INFORMATION. The parties authorize the release of the Student's information via E-mail, Internet technology, voice mail or US mail. While every effort will be made to maintain confidentiality, OWP accepts no responsibility for the mistransmission that could result in information becoming available to someone other than the intended receiver.

23. POWER OF ATTORNEY. Sponsor hereby appoints OWP through its agents, Tim Brockman, Program Director, and Sarah Brockman, Assistant Director, as Sponsor's attorney-in-fact during the term of the Program only, granting OWP full power and authority to make health care, safety protocol and all other decisions and actions authorized under this Agreement on behalf of Student. The authority to make health care decisions granted above shall only be effective if Sponsor and any other Parent or legal representative is not readily available and authorized to make such decisions. Sponsor ratifies and approves any act or failure to act of the attorney-in-fact, including any act done at any time during the disability or incapacity of Sponsor or at any time at which there is uncertainty as to whether Sponsor is dead or alive. OWP and its agents shall have no liability to any person whatsoever for any action taken in good faith or any failure to act in good faith in the capacity of attorney-in-fact.

24. JURISDICTION AND VENUE. The parties agree that all causes of action shall be filed solely in the state of Washington, and further agree that the substantive law of Washington shall apply in that action without regard to its choice of law provisions. Venue for any such action shall be in the Superior Courts of the County of Whatcom, State of Washington.

25. INDEPENDENT COUNSEL. Sponsor hereby acknowledges that Sponsor has been advised of the need to seek independent counsel to review this Agreement and has had adequate opportunity to do so prior to signing this Agreement.

26. RELEASE AND INDEMNIFICATION. Sponsor hereby acknowledges receipt of a copy of the Participant Agreement and Assumption of Risk and the Program Description & Limitations attached to this Agreement and acknowledges the risks outlined therein. In consideration of this Agreement and Student being permitted to participate in the OWP program, Sponsor hereby agrees to voluntarily release and forever discharge and agrees to indemnify and hold harmless OWP and its agents, officers, shareholders, employees, representatives, volunteers, participants, and all other persons or entities acting in any capacity on behalf of OWP, from any and all losses, liabilities, damages, claims, demands, or causes of action, which are in any way connected with Student's participation in the OWP program or Student's use of OWP's equipment or facilities, including those arising out of the risks that Sponsor and Student knowingly acknowledge in this Agreement and the attached agreements. **The above release shall include any claims which allege negligent acts or omissions of OWP and its agents, officers, shareholders, employees, representatives, volunteers, participants, and all other persons or entities acting in any capacity on behalf of OWP.**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

Printed Name of Father/Guardian

Signature of Father/Guardian

Date

Printed Name of Mother/Guardian

Signature of Mother/Guardian

Date

Student Consent: Student hereby consents to the terms of this Agreement and specifically consents to the power of attorney set forth above

Printed Name of Student

Signature of Student

Date

Accepted:
Odyssey Wilderness Programs, Inc., Inc.

By: _____
_____, its _____

Date

PARTICIPANT AGREEMENT AND ASSUMPTION OF RISK

In consideration of the services of Odyssey Wilderness Programs, Inc., Inc. ("OWP"), its agents, officers, directors, shareholders, employees, representatives, volunteers, participants, and all other persons or entities acting in any capacity on behalf of OWP, I hereby agree on behalf of myself and my heirs, assigns, personal representative and estate as follows:

1. I hereby voluntarily release and forever discharge and agree to indemnify and hold harmless OWP, its agents, officers, directors, shareholders, employees, representatives, volunteers, participants, and all other persons or entities acting in any capacity on behalf of OWP, from any and all losses, liabilities, damages, claims, demands, or causes of action, which are in any way connected with my participation in the OWP program or my use of OWP's equipment or facilities, including those arising out of the risks that I knowingly acknowledge in this Agreement. **The above release shall include any claims which allege negligent acts or omissions of OWP and its agents, officers, shareholders, employees, representatives, volunteers, participants, and all other persons or entities acting in any capacity on behalf of OWP.**
2. I acknowledge the limitations inherent in the OWP program and the risks associated with the OWP program, some of which are described in the attached Program Description & Limitations. I understand that other programs may offer a higher level of security and oversight, may exert a greater degree of control over the behavior of their students, and may have features or elements that may better suit my particular situation. I also acknowledge that I will be in a group with other students who have emotional and/or behavioral problems, and that interaction with such students involves a degree of risk to myself and other students.
3. I expressly agree and promise to accept and assume all of the risks existing in the OWP program. My participation in this program is purely voluntary, and I elect to participate in spite of the risks.
4. Should OWP or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against OWP, I agree to do so solely in the state of Washington, and I further agree that the substantive law of Washington shall apply in that action without regard to its choice of law provisions. Venue for any such action shall be in the Superior Courts of the County of Whatcom, State of Washington. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.
7. I hereby acknowledge that I have been advised of the need to seek independent counsel to review this Agreement on my behalf and have had adequate opportunity to do so prior to signing this Agreement.

By signing this document, I acknowledge that if anyone is hurt or property is damaged or I suffer any physical, emotional or other harm during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against OWP on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire agreement. I have read and understood it, and I agree to be bound by its terms.

Signature of Student

Printed Name of Student

Date

Address

City/State/Zip

Phone

PROGRAM DESCRIPTION AND LIMITATIONS

- 1) Odyssey is a wilderness therapy program that utilizes the outdoor environment and expeditionary learning to teach and counsel male and female adolescents.

Odyssey is not a licensed inpatient residential treatment center or hospital or a lock-down style program. If a student chooses to run away, such student will likely find the opportunity to do so.

- 2) Odyssey is a structured educational and therapeutic program for teenagers who are struggling with emotional and/or behavioral problems. Typical Odyssey students are male and female, ages 13 - 18. Their struggles may include: conflict with parents, depression, anxiety, anger, trouble in school, low self-esteem, drug/alcohol experimentation, ADD/ADHD, lack of motivation/direction, oppositional or behavior problems.

Odyssey is not a boot camp and program staff do not use aggressive, authoritarian techniques when working with students and families. Also, Odyssey staff will not restrain or in any way physically control a student. Odyssey will not force a student to participate in the activities of the program.

- 3) Odyssey is an accredited school that grants credit to students who complete the Odyssey curriculum and/or an individual academic track. Accreditation is through the Northwest Association of Accredited Schools.

Odyssey is not a boarding school, or a day high school. Odyssey is not a Washington State accredited high school.

- 4) Odyssey is an expeditionary program where groups move forward together in a coastal hiking and sailing environment. Odyssey groups are managed by 2 Field Instructors at all times. Field Instructors sleep at night. The Assistant Instructor will stay up to provide group management at least 1 hour after every student is in their personal tent at night. The Head Instructor will get up and provide group management at least 1 hour before the group is required to wake up in the morning.

Odyssey does not supervise students 24-hours per day. Instructors are required to get at least 8 hours of sleep per night and work a maximum of 16 hours per day. All reasonable efforts will be made to manage groups at night, although the possibility exists that students may find opportunities for unsupervised time at night when Instructors are sleeping and at other times. Students may engage in inappropriate, risky or dangerous activities at such times.

- 5) Odyssey is a program that involves hiking, camping, sailing and other outdoor activities. These activities entail known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to participants, to property, or to third parties. **The risks include, among other things:** slipping and falling; falling objects, snow, rocks, and/or ice; water hazards; accidental drowning; exhaustion; extreme temperature exposure which could lead to hypothermia, sunstroke, sunburn, and heat exhaustion; dehydration; possible encounters with wild animals, insects, and hazardous plants.

Odyssey is not a classroom oriented program. Participants will confront physical challenges and perhaps dangerous conditions in the program.

- 6) Odyssey is a therapeutic program that utilizes Master's level therapists who have a specialty and interest in wilderness therapy.

Odyssey does not require therapists to be Licensed Mental Health Counselors.

- 7) Odyssey is a program where male and female students are included in each group and interact throughout the program. Odyssey does separate the camps each night into male and female sections, but otherwise does not separate students on the basis of gender. Students may find opportunities to engage in sexual activity away from the supervision of Odyssey instructors.

Odyssey is not a single gender program and does not create single gender groups within its program.

AUTHORIZATION FOR EXCHANGE OF INFORMATION

Printed Name of Student

Date of Birth

Printed Name of Parent/Guardian

Phone

Address

City/State/Zip

I authorize Odyssey Wilderness Programs, Inc. to exchange information to and from the persons and/or agencies listed below. This information may include written reports, progress notes, discharge summaries, medical records and/or verbal communication.

Information exchanged will be for the following purposes: Student's admission to Odyssey Wilderness Programs, Inc., treatment planning and coordination during Student's Odyssey program, and continuation of care following Student's program completion.

Information may be exchanged electronically. I am aware that the manner by which information is transmitted across the Internet leaves opportunity for unintended exposure of sensitive information. I understand that Odyssey Wilderness Programs, Inc. takes reasonable precaution to protect my information. However, confidentiality of email and other electronic communication transmissions cannot be assured and I hereby authorize Odyssey Wilderness Programs, Inc. and their staff to communicate with me by electronic means.

Persons/Agencies authorized to receive the information. Please list any Family Members, Educational Consultants, Clinical Professionals, Transport Agencies, Schools, and Programs that will be involved in Student's treatment during the Odyssey program and throughout Student's aftercare:

Name or Organization/Agency

Name or Organization/Agency

Address

Address

City/State/Zip

City/State/Zip

Phone/Fax

Phone/Fax

Name or Company/Agency

Name or Company/Agency

Address

Address

City/State/Zip

City/State/Zip

Phone/Fax

Phone/Fax

Student Signature

Date

Parent/Guardian Signature

Date