



The applicant (hereafter “participant”) named below intends to enroll in an Appalachian Expeditions (“APEX”) Program. The participant and the parent/s or legal guardian/s (collectively referred to here as parent/s) of a minor participant (those under 18 yrs. of age) must read and sign this Appalachian Expeditions, Inc. (“APEX”) Enrollment Agreement below. In consideration of the services of APEX, **the participant and their parent/s or legal guardian/s acknowledge and agree as follows:**

Enrollment and Additional Forms

A participant is considered preliminarily enrolled in an APEX Program once we receive this signed Enrollment Agreement, the Medical Form, the APEX Acknowledgment and Assumption of Risks & Release and Indemnity Agreement, and the tuition deposit (see below). We may also require the submission of additional forms and paperwork, as well as full payment. Therefore, **final acceptance, enrollment and participation in the Program is contingent upon your full and timely payment and APEX’s receipt and review of all signed participant paperwork and forms.**

Tuition, Deposit, and Expenses

Tuition should be paid directly to Appalachian Expeditions.

1. APEX requires a non-refundable tuition deposit, equal to 50% of the tuition, with the return of this Agreement. To tentatively guarantee your space in the Program, please submit this Agreement and **deposit within two weeks of acceptance.** The deposit will be applied to tuition. The deposit and the full tuition may be paid to APEX by check, cash, or credit card. (Paying by cash or check saves on our bank fees). Checks should be made payable to *Appalachian Expeditions* with the participant name included in the memo. Checks should be mailed to Appalachian Expeditions, PO Box 704, Davis, WV 26260. If you wish to pay by credit card, you can do so at appalachianexpeds.org/payment (we may include a 3% surcharge).
2. **Travel to and from the Program location, and, if applicable, any additional travel during the Program, is not included in the tuition.** The participant and parent/s are responsible for making the participant’s travel arrangements. participant and/or parent/s are fully responsible for the participant during travel time (and associated transportation) to and from these Program start and end locations.
3. Final payment for the remainder of tuition is due by May 15, 2019. All tuition and fees must be paid in full for the participant to be allowed to begin the Program.

Refund, Withdrawal and Return

Prior to the Program start date, if APEX cannot accommodate a participant because of clearly and timely disclosed medical concerns, we will issue a refund of the tuition deposit. Otherwise, **if for any reason (whether voluntary or involuntary) a participant withdraws, does not attend, arrives late or leaves the Program in progress, there will be no tuition refunded.** APEX 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 uphold community standards, non-payment of tuition or other fees, and/or other conduct or circumstances that APEX believes, in its sole discretion, is detrimental to the Program. The participant and his or her parent/s are 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 transportation fares.



Cancellation Policy

If a participant chooses to cancel or not attend for any reason other than disclosed medical condition the terms of refund are as follows:

- If participant cancels 60 days prior to the start of the expedition a 95% of tuition will be refunded.
- If participant cancels 30 days prior to the start of the expedition a 50% of tuition will be refunded.
- If participant cancels less than 30 days prior to the start of the expedition, no tuition will be refunded.

If APEX cancels the expedition due to limited enrollment or an otherwise unforeseen event, full tuition will be refunded to participants.

APEX Program Alterations and Force Majeure

APEX endeavors to follow Program itineraries as may be described in APEX marketing materials or other Program information. However, APEX 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. APEX will not be legally liable or responsible for any delay or failure of its performance regarding the Program and/or under this Agreement including any changes in the Program 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, APEX will suspend or alter its performance if and until, in its sole discretion, it is able to appropriately resume performance.

Medical Insurance

All participants are required to have medical insurance in place for the duration of the Program that provides coverage for all locations where the program takes place. If the participant does not have medical insurance, please contact us immediately so that we can assist you in discussing your options for coverage. Families are encouraged to review their medical and other insurance policies to understand their coverages.

Participant Conduct

APEX has high expectations for participant conduct and behavior. Upon arrival at the Program, participants will participate in an orientation and will discuss the nature of the Program community, standards of conduct, and participant responsibilities within the Program community. APEX discusses community norms and expectations with participants intermittently throughout the Program in community settings and includes information on these subjects in written materials with parent/s.

In signing this Enrollment Agreement, the participant agrees to abide by the standards of conduct that support the goals of the Program. The success of the community depends upon the full and positive participation of all members. **Participants must sign page 4 of this document.**

Photo & Statement Authorization

The participant and parent/s authorize APEX, and/or parties it designates, to photograph, film, record and/or otherwise capture the name, image, voice, verbal or written statement/s (including quotations from conversation and correspondence), photograph and/or visual likeness (collectively "images") of the participant, parent/s or other family member/s and use those images in media throughout the world, in perpetuity, including for broadcast, sale, reproduction or display on the internet (including the APEX website or other internet sites), or in motion pictures, audio or video recordings, APEX catalogues, marketing presentations and/or other forms for any informational, promotional or educational purpose



without compensation to participant or parent/s. These images are the sole property of APEX and the participant and parent/s waive any inspection or approval rights.

Lost, Stolen or Damaged Property

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

Legal Authority to Enroll Child

I certify and represent that I have the legal authority to enroll my child in the Program and execute this Enrollment Agreement and all required documents. To the extent necessary, I agree that I have obtained any and all other pertinent consents or authorities (including any required by a court decree or order; for example, a divorce decree, custody order or joint parenting plan). I fully understand and agree that if my child’s other parent (or anyone else) challenges my authority: a) the child will not be allowed to attend the Program, or, if already attending, the child may be sent home without a refund if the parents or other parties involved cannot reach agreement, and, b) I agree to indemnify, defend and protect APEX from any claims made by the other parent or any person against APEX, to the fullest extent provided for in the APEX Acknowledgement and Assumption of Risks & Release and Indemnity Agreement or otherwise, including payment of any costs or attorneys’ fees expended by APEX to resolve a dispute.

I understand I am legally bound by the terms of this Agreement and that I am individually (jointly and severally) responsible for the entire Program payment obligation whether I sign this Agreement with or without the student’s other parent or legal guardian, regardless of any division of educational or special program expenses included in a divorce decree, joint parenting plan or other official document or private agreement.

Understand and Agree to Terms

I have read, understand, and agree to the terms outlined in this Agreement. I agree to obey all APEX rules, regulations, and policies, and to review and accurately complete all forms and information and submit all payments in a timely manner. I give my child permission to participate in all Program activities.

West Virginia law (without regard to its conflict of laws rule) governs all aspects of the participant’s or parent/s’ relationship with APEX, contractual or otherwise, and any mediation, suit, or other dispute with APEX must be filed or entered into only in Tucker County, West Virginia. I agree to attempt to settle any dispute (not settle by discussion) before a mutually acceptable West Virginia mediator. ***The participant must sign below. One of the participants’s parent/s or both parent/s, if available, must also sign below.***

Participant Name (Printed)	Participant Signature	Date
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1st Parent Name (Printed)	1st Parent Signature	Date
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2nd Parent Name (Printed)	2nd Parent Signature	Date
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Standards of Conduct:

I understand that Appalachian Expeditions is a group experience and that my full participation and cooperation with a positive attitude, in all activities, is important for the overall success of the Program. I understand that APEX activities take place in the wilderness and in other areas where group's well-being can be jeopardized if I do not pay attention, respect my instructor(s), and participate responsibly in the Program. I agree to be respectful and non-confrontational with APEX staff and fellow participants. I agree not to use or distribute tobacco, alcohol or illegal drugs, or to mis-use or distribute prescription or non-prescription drugs. I agree to no vaping. I agree not to engage in exclusive relationships or sexual activity. I agree to be a contributing member of the group to the best of my abilities. I agree to respect my Program's leaders and follow Program rules and policies. I will do my best to keep a positive attitude and to make this the best experience possible for me, all other participants and my leaders.

Participant Name (Printed)

Participant Signature

Date