



American Climber Science Program  
www.climberscience.com | www.mountainscience.org  
Email: climberscience@gmail.com

## General Terms & Conditions

Congratulations on your acceptance to join the American Climber Science Program, a Colorado non-profit corporation (with its directors, officers, representatives, independent contractors, volunteers and other persons and entities associated with it, the "ACSP"), on an upcoming research expedition (the "Expedition"). **By agreeing to participate in the Expedition, you are bound by the General Terms & Conditions set forth below, as well as by the Acknowledgement of Risk and Assumption of Responsibility and any other written documentation provided to you by the ACSP with respect to the Expedition (collectively, the "Expedition Documentation").**

### Scope of the Expedition

Although you have been provided with a description of the Expedition, please keep in mind that the ACSP may modify the scope, itinerary and specific plans for the Expedition, either before or after the Expedition commences. For instance, the objectives and goals for the Expedition may be revised as participating scientists analyze data, evaluate research conditions or otherwise reassess priorities and goals. The ACSP may also make modifications to take into account the capabilities and condition of participants, site accessibility, route and travel conditions and weather or for any number of other reasons. The ACSP has complete discretion to modify the scope, itinerary and specific plans for the Expedition.

### Scope of Your Participation

The Expedition's primary mission is the achievement of research and other science-related objectives. It is not a guided tour or holiday. You have voluntarily agreed to participate in supporting the Expedition in its pursuit of its objectives, without regard to whether you participate in any particular activity. While the ACSP will take your preferences into account, decisions about who will be given the opportunity to participate in a particular activity and assignments to particular research projects and tasks are within the ACSP's sole discretion. The scope of your actual participation in the Expedition may vary depending upon a variety of factors, including your skills, experience, physical conditioning and preparation, as well as your ability to acclimatize or otherwise adjust to conditions adequately. You agree that you will participate in all Expedition activities to the best of your abilities. Note, however, that you will not be required to participate in any activity for which you do not feel prepared or capable and you are solely responsible for exercising your own judgment regarding whether to participate or continue participating in a particular activity.

### Preparation and Expedition Conditions

Previous experience with the activities described in the Expedition Documentation, as well as excellent physical conditioning, are essential for participation in the ACSP's activities. You are solely responsible for having the appropriate skills, experience, physical conditioning, equipment and supplies required for the Expedition. We recommend that you visit a doctor to ensure that your physical condition is adequate for the rigors of the Expedition and that you take the time prior to the start of the Expedition to become as physically prepared as possible.



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### **Donations**

Your cost of participating in the Expedition constitutes a donation to the ACSP. Unless otherwise indicated in the Expedition Documentation, your donation covers basic research costs, including research and other permits, park entrance fees, food, camping and similar costs while in the field, scientific and other group equipment and local logistical assistance. Unless otherwise indicated in the Expedition Documentation, your donation does not cover your travel to and from the local meeting place for the Expedition, costs incurred before or after the Expedition, meals or lodging while not in the field, laundry services or other personal expenses, personal clothing, gear or equipment (whether or not required or recommended for the Expedition), the cost of passports, visas or vaccinations, travel, medical or evacuation insurance or medical, hospitalization or evacuation costs (by any means).

The ACSP is an IRS section 501(c)3 public charity based in Colorado. Some or all of your donation may be deductible for federal income tax purposes. Please consult your tax professional for advice regarding deductibility.

### **Cancellation and Refund Policy**

Once made, all donations are non-refundable, even if circumstances prevent your participation in the Expedition or you leave the Expedition for any reason prior to its completion, either voluntarily or at the request of the ACSP.

### **Arranging Travel, Passports and Visas**

You are responsible for booking your own travel to and from the local meeting place for the Expedition. You must book travel that permits you to arrive at the meeting place by the designated date and time for the Expedition. You are also responsible for obtaining a valid passport and any necessary visas for the Expedition. If you do not, you may not be able to participate in the Expedition, in which case you will not be entitled to a refund.

### **Travel, Medical and Evacuation Insurance**

We highly recommend that you purchase travel insurance to cover trip cancellation, interruption and delay and baggage loss and delay. In addition, prior to departure, participants **MUST** have medical insurance and **MUST** be members (current or must join) of the American Alpine Club to ensure that they have access to rescue insurance. Participants should exercise their own judgment regarding whether to supplement their existing medical insurance and the American Alpine Club's rescue insurance policy with additional coverage.

### **Right of Dismissal**

The ACSP reserves the right to dismiss a participant from the Expedition should that participant's behavior, in the ACSP's sole judgment, compromise the safety, research objectives or general performance or well-being of the team. If you are dismissed from the Expedition for any reason, you will not be entitled to a refund.



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### **Participant Forms**

You will not be permitted to participate in the Expedition if you do not execute and return these General Terms & Conditions, as well as the Acknowledgment of Risk & Assumption of Responsibility, any required medical forms and any other documents requested by the ACSP. The ACSP reserves the right to cancel your participation if it does not receive the required forms at least 60 days before the start date of the Expedition.

### **Other Conditions**

As a condition to your participation in the Expedition, you agree that you will:

- Provide any video and still photos to the ACSP for its use anywhere in the world, without copyright or any other restrictions
- Permit the ACSP to refer to your participation in any reports it may issue regarding the Expedition, including on its social media assets
- Provide copies of reports and papers that you may write relating to the Expedition for posting and any other reasonable use
- Provide data to the ACSP for its use without restriction
- Take care of any equipment issued to you by the ACSP in connection with the Expedition, and be responsible for the replacement cost of any equipment that you lose or damage

I agree that the laws of Colorado govern these General Terms & Conditions and all other aspects of my relationship with the ACSP, and that any mediation, suit or other proceeding must be filed or entered into in Colorado. These General Terms & Conditions are intended to be interpreted and enforced to the fullest extent allowed by law. The invalidity or unenforceability of any portion shall not affect the validity or enforceability of any other portion.

I HAVE CAREFULLY READ, UNDERSTOOD AND VOLUNTARILY EXECUTED THESE GENERAL TERMS & CONDITIONS AND AGREE THAT THEY SHALL BE EFFECTIVE AND BINDING UPON ME, MY MINOR CHILDREN, IF ANY, AND OTHER FAMILY MEMBERS AND MY HEIRS, EXECUTORS, REPRESENTATIVES AND ESTATE.

\_\_\_\_\_  
Participant Name (First, Middle, Last)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Participant Signature