

## LEAVE NO TRACE TRAINING AGREEMENT: Trainer Courses

THIS AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the Leave No Trace Center for Outdoor Ethics, its officers, directors, managers, employees, agents and representatives (collectively referred to in this Agreement as “the Center”) and \_\_\_\_\_, which (1) if an individual, on behalf of his/her self, spouse, children, parents, siblings, employees, heirs, assigns, personal representatives, estate and all other persons or entities associated with them, or (2) if an entity, on behalf of its respective owners, officers, directors, managers, employees, agents, representatives, and all other persons or entities associated with them (collectively referred to in this Agreement as “Independent Contractor”), each referred to herein as a “Party” or collectively, the “Parties”.

In consideration of the promises and covenants contained in this Agreement, and for other good and valuable consideration, the Parties agree as follows:

- 1. Services.** Independent Contractor agrees to conduct trainer courses (referred to in this Agreement as the “Services”) in accordance with the National Leave No Trace Program Training Guidelines, as provided by the Center (referred to in this Agreement as the “Training Guidelines”).
- 2. Independent Contractor Responsibilities and Status.** Independent Contractor will have sole responsibility for the conduct of the Services, including but not limited to: course leader and course co-instructor selection, safety, evacuation or emergency procedures, provision of equipment and supplies, instructions to participants, screening, selection and supervision of participants, and location and suitability of course activities. Independent Contractor agrees to include the “Core Components for Trainer Course Curriculum,” in its courses, and to follow the additional guidelines laid out in the Training Guidelines. The Parties agree that Independent Contractor has the legal status of an independent contractor and that Independent Contractor is not an employee or agent of the Center and that the Center is not supervising or controlling the conduct of the Services.
- 3. The Center’s Responsibilities.** The Center will make available at reasonable cost to Independent Contractor the Training Guidelines and examples of course curriculum and related materials for Leave No Trace Trainer Courses.
- 4. No Agency.** Neither Party has the authority to bind or act for the other, nor to assume each others’ obligations or liabilities, other than as stated in this Agreement.
- 5. Permits, Licenses and Representations.** Independent Contractor warrants and represents that he/she/it has obtained all federal, state or local permits or consents necessary to perform the Services, that his/her/its instructors and teaching assistants all meet all minimum applicable licensing requirements and that he/she/it has the experience and capability to conduct the Services in a professional and workmanlike manner.

6. **Insurance.** Pursuant to providing Services under this Agreement, Independent Contractor agrees to secure an occurrence based comprehensive general liability policy in amount of \$1,000,000 per occurrence, \$2,000,000 aggregate, and \$2,000,000 additional umbrella coverage, for bodily injuries and property damage. Independent Contractor agrees that this liability insurance policy will include a) an endorsement naming the Center as an additional insured, and b) a waiver of subrogation in favor of the Center (the insurance company waives any right to seek reimbursement from the Center). The Center's position as an additional insured will include full coverage for the Center, whether or not the events activating a claim emanate from the Center's, Independent Contractor's or a third party(s)' alleged acts, omissions or negligence. This insurance shall remain in effect for the duration of Independent Contractor's provision of the Services, and continue to remain in effect regarding any occurrences related to the provision of the Services. Independent Contractor agrees to present the Center with a letter from Independent Contractor's insurance company, outlining proof of this insurance coverage, together with the endorsement naming the Center as an additional insured, and the waiver of subrogation, 10 days prior to the provision of the Services. Independent Contractor shall give the Center thirty (30) days' written notice prior to any cancellation of this insurance.

7. **Insurance and Taxes.** Independent Contractor acknowledges that Independent Contractor is not entitled to any workers' compensation or other insurance coverage from the Center and Independent Contractor agrees to provide its own workers' compensation and other insurance coverage to the extent legally required. Independent Contractor agrees to withhold and pay all applicable taxes on the amount paid to it, if any, by the Center pursuant to this Agreement to the extent legally required.

8. **Agreement to Indemnify, Defend and Hold Harmless.** Independent Contractor agrees to indemnify (indemnify meaning reimburse by payment or otherwise), defend and hold harmless the Center with respect to any and all claims, liabilities, losses, suits or expenses (including reasonable attorneys fees and costs), made or brought by anyone, arising out of or related to (1) Independent Contractor's provision of Services or obligations under this Agreement and/or (2) any injury, damage, death or other loss to any course participant(s), property or any other person as a result of the provision of the Services. Independent Contractor's agreement to indemnify, defend and hold harmless the Center includes any losses claimed to be caused, in whole or in part, by the acts, omissions or negligence of the Center, Independent Contractor, Leave No Trace course leaders or co-instructors, or other third party(s).

9. **Term and Termination.** To the extent this Agreement has a specific term, it is as follows: \_\_\_\_\_ . If this Agreement does not have a specific term, this Agreement may be terminated upon mutual agreement of the Parties or upon sixty (60) days written notice from one Party to the other. At the option of the non-breaching Party, this Agreement may be immediately terminated upon a material breach of this Agreement by a Party.

10. **Trademark.** During the term of this Agreement, Independent Contractor (if in good standing as determined by the Center in its sole discretion) may use the name “Leave No Trace,” and accompanying logos, in its promotional or informational materials describing the provision of Services. All promotional or informational materials produced by Independent Contractor must specifically state that the Center is not supervising or controlling the course(s), but simply providing course curriculum and educational materials.

11. **Governing Law, Choice of Forum, Attorneys’ Fees and Costs.** This Agreement and provision of the Services shall be governed by Colorado Law, except its ‘conflict of law’ rules, which may mandate application of the laws of another jurisdiction. Any mediation, suit or other proceeding arising out of or relating to this Agreement must be filed or entered into only in the State of Colorado. Except as otherwise set forth in this Agreement, the prevailing Party in any dispute shall be entitled to an award of all costs, including reasonable attorneys’ fees.

12. **Entire Agreement, Severability and Survivability.** This Agreement reflects the entire agreement between the Parties, and shall not be modified, assigned or altered in any way, except by written agreement signed by the Parties. If any provision of this Agreement is deemed unenforceable, the remaining provisions shall continue in full force and effect. Where the context of this Agreement requires such an interpretation, the applicable terms of this Agreement shall survive termination.

13. **Contract Ambiguities.** The Parties acknowledge that they have had the opportunity to consult with legal counsel of their own choosing. As a result, the rule of construction which provides that ambiguities in a contract shall be construed against the drafter shall not apply to this Agreement and the Parties waive any such defense to the terms of this Agreement.

14. **Mediation and Costs.** Prior to pursuing formal legal action, the Parties agree to attempt to settle any dispute (that cannot be settled by discussion) through mediation before a mutually acceptable Colorado mediator.

15. **Release/Assumption of Risk Form.** Independent Contractor is required to have all participants in the course(s) sign a copy of the “Leave No Trace Center for Outdoor Ethics Acknowledgment and Assumption of Risks, Release and Indemnity Agreement (the “Release”). Independent Contractor will submit signed copies of the Release to the Center. Independent Contractor agrees to retain the original signed Release until all applicable statutes of limitation have expired.

A representative of each of the Parties has read and understands this Agreement, and acknowledges that it shall be effective and binding upon the Parties and their respective heirs, successors and assigns.

Leave No Trace Center for Outdoor Ethics:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Independent Contractor:

\_\_\_\_\_

(Name or Name of Organization)

By: \_\_\_\_\_

Title: \_\_\_\_\_