Challenge Course Program Agreement Recreation-Outback Adventures University of California, San Diego

Challenge Course Office 9500 Gilman Drive, La Jolla, CA 92093-0004 phone: (858)822-3558 fax: (858)453-8762 email: teamchallenge@ucsd.edu

This agreement is between the University of California, San Diego, Recreation-Outback Adventures (Supplier) and <u>-</u> (Client). **Please read this entire agreement carefully before signing as it is binding with legal consequences.**

| Program Description: | UCSD Challenge Course | | | |
|------------------------------|--|---|---|--|
| | Duration of program | | | |
| | Price for group: \$ | for up to | participants with a fee of | |
| | for every additional participant. | | | |
| | No reduction in fee for lower attendance during program | | | |
| Program Date(s) and Time(s): | | | | |
| Compensation: | Client will pay Outback Adventures a 25% deposit of total program fee due upon receipt of this agreement. If the deposit is not received, the date(s) cannot be guaranteed. Balance of costs will be due <u>14</u> calendar days following the program. | | | |
| Payment Schedule: | Deposit: \$ Balance: \$ | Return with Con Due 14 days after | | |
| Provided by Outback | Challenge Course facilitators, all necessary equipment, training for | | | |
| Adventures: | use of the course, water, and restroom facilities. Other options, | | | |
| | such as meals and accommodations may be arranged separately. | | | |
| Provided by client: | Transportation to and from site, parking fees and food for meals and | | | |
| | snacks. | | | |
| Remit Payment to: | UC Regents | | | |
| Cancellation Policy: | program without cau have been received b cancel a program <i>les</i> program only in circ execution of the prog Adventures. In case will receive a full ref Outback Adventures | se before the progra by Outback Adventu s than <u>21</u> calendar a umstances which we gram or cause unreas of cancellation by C fund of all fees (incl within 6 weeks of c no liability for expe | o cancel this contracted am agreement form and deposit res. Outback Adventures may <i>lays</i> prior to the start of the buld prohibit safe or feasible sonable expense for Outback Outback Adventures, Client uding deposits) paid to cancellation date. Outback enses incurred by client outside | |
| | to the program date, | Outback Adventure | e than <u>21</u> calendar days prior s will <u>not</u> refund the it will refund any fees paid in | |

| | excess of this amount. For cancellations made <i>less than or equal</i> to $\underline{21}$ <i>calendar days</i> before the program date, Outback Adventures will retain the entire cost of the program. | |
|---|---|--|
| Rescheduling Policy | If the Client chooses to reschedule a program <i>less than or equal</i> to 21 <i>calendar days</i> before the program date, Outback Adventures will retain a minimum of 25% of the program fee or a sufficient amount to cover staffing and operating costs, whichever is greater. The balance of the program fee will be applied to a future program | |
| Inclement Weather Policy: | The UCSD Challenge Course is operational in most weather conditions, rain or shine. If Outback Adventures chooses to postpone a program due to predicted or prevailing unsafe weather, the Client may choose to reschedule or receive a full refund of all fees paid. | |
| | If due to weather conditions, the Client chooses to reschedule when Outback Adventures deems weather conditions permit use of the UCSD Challenge Course, Outback Adventures will retain a minimum of 25% of the program fee or a sufficient amount to cover staffing and operating costs, whichever is greater. The balance of the program fee will be applied to a future program | |
| Insurance: | The University of California, San Diego does not provide individual accident insurance for Client or individual participants on programs. Clients must provide proof of insurance and have the UC Regents listed as additionally insured for the date(s) of the program per specifications. Comprehensive liability insurance is maintained by the University of California, San Diego for aspects of the program under direct leadership of a representative of University of California, San Diego. | |
| Participant Requirements: | Prior to participation, each participant must read and complete the Waiver of Liability, Assumption of Risk, and Indemnity Agreement AND the Medical Questionnaire. Closed toed shoes are required for participation. | |
| This agreement is between the University of California, San Diego, Outback Adventures (Supplier) and (Client). This agreement, including addendum, constitutes the entire agreement. It may not be modified except in writing and signed by both parties. | | |
| Persons signing have the authority to sign this agreement and are signing as representatives of their respective institutions. | | |

 Supplier
 Position
 Date

 Signature
 Position
 Date

 Client: Please initial these items
 Image: Client: Please initial these items
 Image: Client: Please initial these items

 ______ I have read and understand the cancellation, rescheduling and weather policies.
 Image: Client: Please initial the insurance requirements.

 ______ I have read and understand the insurance requirements.
 Image: Client: Please initial the participant requirements.

Client