

Terms, Conditions, and Cancellation Policy

Tuition is per person and is based on either shared or single occupancy. Single occupancy is defined as a room occupied by one individual. Shared occupancy is defined as a room occupied, and pre-arranged, by two persons. There may be unique instances where shared occupancy may consist of multiple persons. Refer to program details for specific information about your trip.

Crow Canyon programs consist of both domestic and international destinations. Tuition includes lodging, meals, entry fees and permits, and in-program transportation as specified in the itinerary. International program prices are based on current tariffs/currency exchange rates and are subject to change. Crow Canyon reserves the right to levy a surcharge, if necessary. Not included in tuition is transportation to and from point of origin, meals not specified in the itinerary, passport and visa expenses, travel insurance, trip cancellation insurance, and items of a personal nature.

Honorariums for our scholars and most gratuities for our industry partners are included in your tuition. Crow Canyon guides are salaried employees and gratuities are not expected. We will go out of our way to make your trip special and hope the experience will inspire you to further support our mission.

Cancellation and Refund Policies

All cancellation requests must be made in writing to the Crow Canyon Engagement Coordinator, 23390 Road K, Cortez, CO 81321-9408, or e-mailed to travel@crowcanyon.org. Cancellations become effective on the date received.

Given the ongoing uncertainty around social distancing and travel guidelines, we are no longer requiring deposits upon registration. This will allow a smooth process for both our participants and our organization if it becomes necessary to cancel additional programs due to the coronavirus pandemic.

Donations are non-refundable.

Crow Canyon is not responsible, in the event of cancellation or alteration of a program, for any airline or other commercial transportation cancellation penalty incurred by purchasing a nonrefundable or restricted ticket. Please contact us about program status prior to making your travel arrangements.

Crow Canyon reserves the right to cancel programs while in progress and to take action as needed on an individual or group basis, when in Crow Canyon's sole opinion, the health, safety, or well-being of participants requires such action. We will adhere to the <u>Center for Disease Control (CDC)</u> guidelines to make safety our highest priority.

No refund will be made if a participant leaves a program in progress.

Additional terms and conditions may apply to some programs. You may petition these Terms & Conditions and will be evaluated on a case-by-case basis.

Group Size

A minimum number of participants is required to run a program. Please contact us to check program status prior to making your travel arrangements. If this minimum is not reached by the final payment date, you may be offered several options: pay a slightly higher program price, select another program, donate to Crow Canyon, or receive a full refund (if the program is canceled by Crow Canyon).

Travel Insurance

We strongly recommend that you purchase travel insurance that includes a 'cancel for any reason' policy to protect your investment against any unforeseen circumstances. If you have a pre-existing medical condition, please note that most carriers have specific deadline requirements for submitting an application (often this deadline is within 14 days of your initial program deposit).

Archaeological Ethics

Crow Canyon programs include visiting archaeological sites. Artifacts and other archaeological remains are important sources of information that archaeologists use to determine how people lived in the past. It is a violation of the Society of American Archaeology code of ethics for program participants to keep any artifacts or other cultural or paleontological remains from any archaeological site, and it is against federal law for participants to keep any such materials collected from state, federal, or tribal lands without a permit.

We recommend participants watch this video in preparation for their journey: <u>Visit With Respect</u>

Health & Safety

Your health and safety during a trip is our primary concern. Any physical condition requiring special attention, diet, or treatment must be reported at the time of registration. You must be in reasonable physical and mental health. The "Is This Trip For You" section on our website provides important information regarding the physical expectations for each program. Please read this information carefully. Should any condition that inhibits a guest's ability to meet the requirements, whether physical or mental, become apparent at any point prior to or during a trip, Crow Canyon reserves the right to deny the guest's **continuation on a trip.** We may exclude you from participating in all or any portion of the tour if, at our sole discretion, your condition or behavior renders you unfit for the trip. "Unfit" may include, without limitation, any behavior that, regardless of its cause, is inappropriate or offensive, interferes with the delivery of tour services, or does not align with Crow Canyon's mission. Crow Canyon may require that a guest provide medical approval before departure or during a trip as a condition of participation. Crow Canyon reserves the right to call an ambulance for a participant experiencing a medical emergency and has sole discretion in determining what constitutes a medical emergency in the field. The cost of ambulatory care will be the responsibility of the participant. Special arrangements may be made for certain conditions on specific trips only, at Crow Canyon's sole discretion; however, if we cannot accommodate your special needs, you must be accompanied by a companion (at your own expense) who will be responsible for independently providing assistance.

I understand that participant's medical information will be shared on a 'need to know' basis with program staff. The program staff has permission to obtain a copy of the described individual's health record from providers who treat them and these providers may talk with the program's staff about the described individual's health status.

Crow Canyon reserves the right to decline registration or participation to any person prior to, or during, a trip based on physical or medical factors, personal or group safety, or other considerations that could impede the operation or enjoyment of the trip.

Sexual and Other Unlawful Harassment

Sexual and other unlawful harassment of Crow Canyon employees, program participants, or visitors is strictly prohibited. Harassment consists of unwelcome conduct toward another person that is sufficiently severe or pervasive to cause that person significant distress and/or to create an intimidating, hostile, or offensive environment. Examples of harassment include, but are not limited to, unwelcome actions, gestures, words, innuendos, and jokes that focus or are based on sex, sexual orientation, race, national origin, ethnicity, age, religion, disability, or any other legally protected characteristic.

Any sexual or other unlawful harassment should be reported immediately to the Chief Mission Officer, who, in conjunction with Human Resources, will determine the appropriate course of action. A participant or visitor engaging in unlawful harassment may be subject to expulsion from the program.

Drugs, Alcohol, and Tobacco

Possession or use of illegal drugs by any person will result in immediate expulsion from a program. Possession or use of alcohol and/or marijuana by a minor (under age 21) will also result in immediate expulsion. Adults are required to abide by Colorado state law on the use of alcohol; in addition, alcohol is strictly prohibited in the presence of minors. Smoking by minors (under age 18) is prohibited. Wildfires are a real danger; smoking by adults is allowed only in designated smoking areas.

Dangerous Weapons

To maintain a safe environment for everyone, the possession of a dangerous weapon is strictly forbidden on Crow Canyon programs and will result in immediate expulsion. A "dangerous weapon" is defined as any instrument or device designed to injure or kill, including, but not limited to, firearms (loaded or unloaded), BB guns, pellet guns, stun guns, tasers or devices designed to propel projectiles by spring action or compressed air, knives with blades longer than 3 inches, spring-loaded knives, brass knuckles, and artificial knuckles of any kind.

Cell Phones and Electronics

Our trips are designed to provide guests with immersive experiences and we may travel to areas where services are limited and tribal communities where electronics may be strictly prohibited. Some electronics capture locational data that may reveal site locations. Crow Canyon employees reserve the right to request that electronics not be utilized during particular events or at particular locations during a program. For the enjoyment of our guests and for the protection of cultural resources, we respectfully ask that guests minimize the use of electronics. Unmanned Aerial Vehicles (UAV) are not permitted.

Personal Property

Crow Canyon is not responsible for any lost, stolen, or damaged property. We strongly recommend the purchase of trip insurance to protect against loss or damage of personal property. Crow Canyon recommends that on-campus participants utilize lockers, as provided, to store valuable items.

Damage to Crow Canyon Property

Participants on Crow Canyon's campus will incur costs associated with the damage and repair of facilities and/or equipment (exclusive of normal wear and tear). Please report any problems you notice upon arrival, and do a final walk-through of your quarters before leaving Crow Canyon. Report any problems to the Front Desk before you leave campus.

Suspected Child Abuse or Neglect

In compliance with Colorado Revised Statutes, Crow Canyon requires all employees, teachers and chaperones to report any suspected child abuse or neglect.

Profanity

Please be cautious with your use of language when others are present.

Grievance Procedure

If you have a concern or grievance related to the operation of Crow Canyon's program, staff, or policies, you should bring that concern to the President and CEO. Any grievance involving an alleged violation of state or federal law will be reported to, and investigated by the proper authorities.

Agreement for Release of Liability and Indemnification

I admit and recognize that my participation in any and all activities sponsored or conducted by the Crow Canyon Archaeological Center ("Crow Canyon") involves risks. Those risks may include, but are not limited to, sickness, personal injury, loss or damage to personal property, or death arising from factors which include, but are not limited to, those described below. I understand that travel and manual labor in unpopulated and remote areas, where medical attention is not readily accessible, or over rugged terrain at high altitudes, presents inherent dangers, including adverse or changing weather conditions, such as hot, dry days, cold nights, sudden violent storms, insect bites, and other hazards natural to outdoor activities. I understand that I will be participating in Crow Canyon activities with other participants over whom Crow Canyon has limited or no control. I understand that Crow Canyon does not have physicians, nurses, or emergency medical technicians accompanying participants of Crow Canyon activities, and that any medical attention provided to me will be provided by persons with limited training unless otherwise required by our camp license. I acknowledge that Crow Canyon shall not be held liable for (A) any damage to, or loss of, property or injury to, or death of, persons occasioned directly or indirectly by an act or omission of any other provider, including but not limited to any defect in any aircraft, water craft or vehicle operated or provided by such other provider, and (B) any loss or damage due to delay, cancellation, or disruption in any manner caused by the laws, regulations, acts or failures to act, demands, orders, or interpositions of any government or any subdivision or agent thereof, or by acts of God, strikes, fire, flood, war, rebellion, terrorism, insurrection, sickness, quarantine, epidemics, theft, or any other cause(s) beyond their control.

By registering for a Crow Canyon program, I certify that I do not have any mental, physical, or other condition or disability that would create a hazard to myself or other participants. I understand that

Crow Canyon reserves the right in its sole discretion to accept, decline to accept, or remove any participant in a Crow Canyon activity. If I require medical care or am evacuated from an activity for any reason whatsoever, I **AGREE TO PAY** for and be responsible for all costs and fees connected with the medical care or evacuation. In exchange for my being permitted to participate in Crow Canyon activities, **I AGREE TO ASSUME THE RISKS** described above, and for myself and my heirs, **AGREE TO RELEASE** Crow Canyon and all of its agents, employees, officers, and directors, as well as the owner and operator of any premises or vehicle I utilize or enter while participating in Crow Canyon activities, from all claims, liabilities, causes of action, and damages that in any way arise out of, are connected with, or result from my participation in those activities. For myself and my heirs, I also agree that if I make any claim or suit against Crow Canyon or its agents, employees, contractors, participants, officers or directors that in any way arises out of my participation in any Crow Canyon activity, and such claim or suit is determined by a court or jury of competent jurisdiction to have arisen out of the dangers inherent in my participation in the activities of Crow Canyon, rather than out of the negligence or other wrongful action of Crow Canyon, its agents, employees, contractors, participants, officers and directors, I will pay the costs and attorney fees incurred by Crow Canyon and any such person in the defense of such suit, the enforcement of this Agreement, and the collection of such costs and attorney fees.

I also **AGREE TO ALLOW** Crow Canyon, or its agents or representatives, to use or reproduce, for any Crow Canyon purpose, any photograph or audio or video recording that is taken of me by Crow Canyon staff or its agents, and I agree that Crow Canyon may do so without compensation to me. I understand that all such photographs and recordings, and all copyrights in said photographs and recordings will be owned only by Crow Canyon, and that said photographs and recordings may be used on the Internet and/or in printed materials and/or in public or private presentations for research, educational, promotional, and fund-raising purposes. I agree that all written comments, suggestions, testimonials, and other information communicated by me to Crow Canyon or its agents or representatives during the course of my Crow Canyon program (for example, comments that I write on the program-evaluation form) will be the exclusive property of Crow Canyon, will not be required to be treated as confidential, and may be used without compensation to me. I understand that such information may be used on the Internet and/or in printed materials and/or in public or private presentations for research, educational, promotional, and fund-raising purposes. I understand that Colorado Law will apply to this Agreement, and agree that any legal action I may bring against Crow Canyon may be brought only in the courts of Montezuma County, Colorado. As a condition of participation in this program, each person must sign this statement.