

# Terms and Conditions

### **Tuition**

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. Program details, fee structure, and requirements may vary. Program registrants are expected to participate in the full length of the program.

The Center's programs may consist of both domestic and international destinations. Tuition may (though not exclusively) include 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. The Center reserves the right to levy a surcharge, if necessary. Tuition does not include transportation to and from point of origin to the destination, meals not specified in the itinerary, passport and visa expenses, travel insurance, trip cancellation insurance, and items of a personal nature.

Honorariums for our content providers and most gratuities for our industry partners are included in your tuition. Gratuities are not expected for Crow Canyon employees. We hope the experience will inspire you to further support our mission.

#### **Cancellation and Refund Policies**

Participants must cancel in writing either by mail to the Crow Canyon Archaeological Center (Attn: Programs), 23390 Road K, Cortez, CO 81321-9408, or email to <a href="mailto:programs@crowcanyon.org">programs@crowcanyon.org</a>. Cancellations become effective on the date received. No refund will be made if a participant leaves a program in progress. Donations are non-refundable.

The Center reserves the right to cancel programs while in progress and to take action as needed on an individual or group basis when, in the Center's sole opinion, the health, safety, or well-being of participants requires such action. No refunds will be made in such instances.

The Center shall not be 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.

### **Group Size**

A minimum number of participants is required to run a program. If this minimum is not reached by the final payment date, the Center, in its sole discretion, may offer 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). Please contact us to check program status prior to making your travel arrangements.

#### **Travel Insurance**

We recommend that you explore travel insurance options that cover your personal property and protect your investment against any unforeseen circumstances. A common resource for travel insurance is InsureMyTrip.com. 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).

#### **Waivers**

Each Participant shall complete a Liability Waiver *prior to arrival*, and a Crow Canyon Representative shall collect all such Liability Waivers (or otherwise ensure a waiver has been signed) before the Participant arrives at the Center. In no event shall a Participant be allowed on the site without a completed Liability Waiver.

# **Health & Safety**

You must be in reasonable physical and mental health. The Center does not operate a nut-free or gluten-free kitchen and typically cannot accommodate non-program visitors with special dietary requirements. The "Program Details" provide important information regarding the physical expectations for each program. Please read this information carefully.

Any physical condition requiring special attention, diet, or treatment must be reported at the time of registration. 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, the Center 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 program if, at our sole discretion, your condition or behavior renders you unfit for the program. "Unfit" may include, without limitation, any behavior that, regardless of its cause, is inappropriate or offensive, interferes with the delivery of program services, or does not align with the Center's mission.

The Center may require that a guest provide medical approval before departure or during a program as a condition of participation. The Center 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 the Center'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.

By signing below, the Participant consents to the Center's disclosure of his/her medical information to program staff. Further, the Participant grants permission to the program staff to obtain a copy of the Participant's relevant health record(s) from medical providers and grants permission to such providers to talk with the program's staff about the described individual's health status.

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

#### **Campus Lodging**

Participants lodging on campus will be housed in cabins or hogans, which are located in relatively remote locations with limited access to cell coverage, amenities, and medical care. The Center does not provide personnel, including but not limited to overnight staffing, during non-instructional time. The Participants are encouraged to review the Center's Emergency Procedures Guide prior to arrival.

### **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. The Center takes its preservation and research obligations seriously and expects all Participants to engage in the program in a respectful manner; violent or disruptive behavior will not be tolerated. Participants shall leave the site as they found it and shall not litter, graffiti, or remove any object. We recommend participants watch this video in preparation for their journey: Visit With Respect

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 program leader who, in conjunction with their supervisor and 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.

### **Prohibited Activities**

Visitors should not walk on the nature trail or hike after sundown. The Center prohibits vaping and smoking in the Center's buildings and vehicles; these activities may only take place at the Center's designated smoking area behind the lodge. Open flames (i.e. campfires) are not permitted during fire bans. Candles are prohibited at all times indoors and outdoors. Given the high risk of wildfires and other hazards, violation of these provisions may result in immediate expulsion. The Center prohibits the possession and use of illegal drugs. When minors are on campus, the consumption of alcohol is restricted to designated areas. Adults may consume reasonable amounts of alcohol in their cabins. Unmanned Aerial Vehicles (UAV) are not permitted.

# **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 three-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.

### **Personal Property**

The Center is not responsible for any lost, stolen, or damaged property. The Center recommends that Participants utilize lockers, as provided, to store valuable items.

### **Damage to Crow Canyon Property**

Participants will incur costs associated with the damage and repair of facilities and/or equipment (exclusive of normal wear and tear).

### **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 the Center's program, staff, or policies, you should bring that concern to the Human Resources Manager. Any grievance involving an alleged violation of state or federal law will be reported to, and investigated by, the proper authorities.

# **Entire Agreement**

These Terms and Conditions are incorporated into and are a part of the Participant's registration, the program description, and itinerary, and together they form a complete agreement. The Center has not provided, nor has any Participant relied on, any representations or promises not found in the Terms and Conditions. In the event of any disagreement between these Terms and Conditions and the registration and program details, these Terms and Conditions shall control. There are no third party beneficiaries to the parties' agreements.

As a condition of participation, each person must sign this agreement.

A parent or guardian signature is required for any participant under 18 years of age.