

## LEAVE NO TRACE/ORGANIZATION 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 (“the Center”) and organization \_\_\_\_\_ (“Independent Contractor”) and their respective owners, officers, employees, representatives, and all other persons or entities associated with them. The Center and Independent Contractor are referred to together as “the Parties.”

Organizations will use the approved national Leave No Trace curriculum to train individuals as Leave No Trace Trainers. The Center and Independent Contractor are entering into this Agreement to outline their intent to have Independent Contractor perform these services for the Center (“services”).

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

- 1. Independent Contractor - services provided:** Independent Contractor will provide the following services for the Center:  
  
Conduct Trainer courses in accordance with the National Leave No Trace Program Training Guidelines “Training Guidelines”, attached and incorporated by this reference.
- 2. Independent Contractor status:** The Parties acknowledge that Independent Contractor will have sole responsibility for the conduct of the services, and that the Center is not supervising or controlling the conduct of the services. The parties further agree that Independent Contractor and its agents and employees are, in fact, independent contractors, and are not employees or agents of the Center.
- 3. No agency relationship:** The Center is in no way directing the conduct of the services and neither the Center nor Independent Contractor are acting as agents for each other. Neither the Center nor the Independent Contractor has the authority to bind or act for the other, or to assume each others’ obligations or liabilities, other than as stated in this Agreement.
- 4. Independent Contractor responsibilities:** 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 Master Educator or Trainer Course Curriculum,” in its courses, and to follow the additional guidelines laid out in the attached Training Guidelines.
- 5. The Center’s responsibilities:** The Center will make available to the Independent Contractor examples of course curriculum and related materials for the Leave No Trace Trainer courses.

6. **Permits, licenses and representations:** Independent Contractor warrants and represents that it has obtained all federal, state or local permits or consents necessary to conduct the activity(s) or services, that its instructors and representatives meet all minimum applicable licensing requirements and that it has the experience and capability to conduct the services. Independent Contractor accepts full responsibility for providing any necessary equipment related to the services.
7. **Insurance:** 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 1) an endorsement naming the Center as an additional insured, and 2) 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 services, and continue to remain in effect regarding any occurrences related to the provision of 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 waiver of subrogation, 10 days prior to the provision of services. Independent Contractor shall give the Center 30 days written notice of any cancellation of this insurance.
8. **Workers' compensation coverage:** Independent Contractor warrants and represents that each of its employees and representatives have workers' compensation coverage in place to the extent required by law.
9. **Agreement to indemnify and defend:** Independent Contractor agrees to indemnify (indemnify meaning reimburse by payment or otherwise) and defend the Center with respect to any and all claims, liabilities, suits or expenses (including costs and reasonable attorneys fees), made or brought by anyone, arising out of or related to: 1) Independent Contractor's performance under this Agreement, and/or 2) any injury, damage, death or other loss which may arise in connection with the conduct of the Leave No Trace Master or Trainer courses, including individuals' participation in Leave No Trace Master or Trainer courses, or use of Independent Contractor's equipment or facilities. **Independent Contractor's agreement to indemnify and defend 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).**
10. **Termination or cancellation:** This Agreement shall terminate following a material breach of this Agreement by either party, or, by the Parties' mutual, written agreement, or, following 60 days written notice by either party.

11. **Trademark:** Independent Contractor, if a partner in good standing, may use the name “Leave No Trace,” and accompanying logos, in its promotional or informational materials describing the provision of Master or Trainer courses. Independent Contractor should take care to clarify that the Center is not supervising or controlling the course(s), but simply providing course curriculum and educational materials.
  
12. **Applicable law:** This Agreement 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, and Colorado state law shall apply.
  
13. **Complete agreement and severability:** 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.
  
14. **Mediation and costs:** The Parties agree to attempt to settle any dispute (that cannot be settled by discussion) through mediation before a mutually acceptable Colorado mediator. If the Parties dispute any portion of this Agreement, the prevailing party shall be entitled to all costs, including reasonable attorneys’ fees.
  
15. **Release/Assumption of Risk document:** Independent Contractor shall distribute a copy of the Center’s Acknowledgment and Assumption of Risks & Release and Indemnity Agreement for all participants’ signatures, prior to the start of any Leave No Trace Master or Trainer course.

**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:

By: \_\_\_\_\_ title: \_\_\_\_\_/organization: \_\_\_\_\_