

COURSE PROVIDER SELF-EVALUATION AND LISTING AGREEMENT TERMS

AAA Guideline Compliance

Please read web page instructions for the Course Provider Program before completing this form- www.americanavalancheassociation.org/edu_provider.php

Form must be filled out and saved with Adobe Reader

- Signed copies of form and \$75 check are to be hard mailed to AAA office.
- Electronic version of form, syllabus and any attachments must be e-mailed to A3educationcommittee@gmail.com

Name of individual completing this Course Provider Self-Evaluation and Listing Agreement Terms (“Agreement”):

(must be a current professional member of the American Avalanche Association)

I am applying as a representative of Organization (include your Title)

(Organization is referred to in this Agreement as “Applicant Course Provider”) so Applicant Course Provider can endeavor to become listed on the American Association of Avalanche Professionals, Inc., d/b/a American Avalanche Association (“AAA”) websites.

This Agreement includes any attachments (for example, curriculum samples submitted by Applicant Course Provider) and those documents are incorporated by this reference.

A. Applicant Course Provider Self-Evaluation:

1. Description of Avalanche Education Program

What level of training is Applicant Course Provider providing?

Who is Applicant’s target audience/primary market?

What states does Applicant Course Provider conduct its courses in?

How long has Applicant Course Provider been providing avalanche courses?

2. Submit a Course Syllabus from a previous course offered showing compliance of AAA Guidelines. (Syllabi from each level that you are providing must be submitted) Avalanche.org will only list Course Providers at its websites who, among other things, have demonstrated they are running Courses compliant with AAA Guidelines.

3. Does Applicant Course Provider agree to run courses that meet AAA Guidelines including: *(Please address each category in submitted syllabus)*

Course Name and Description

YES NO

Audience

YES NO

Outcomes

YES NO

Recommended Content

YES NO

Ratios of Field to Indoor Time – Total Course Time/Days

YES NO

Instructor Qualification as to AAA *(lead instructor and additional instructors)*

YES NO

4. Do Applicant Course Provider's course offerings:

Take place in and around avalanche terrain where avalanches historically occur?

YES NO

Have terrain and snowpack (including a layered mountain snowpack representative for your region) suitable for teaching courses and practicing avalanche rescue skills?

YES NO

5. Does Applicant Course Provider have the necessary permits and insurance for running its courses?

YES NO

6. Does Applicant Course Provider have a written risk management plan in place?

YES NO

B. Listing Agreement Terms:

In consideration of AAA's Course Provider listing arrangement, and Applicant Course Provider's desire to be listed on AAA's websites, and for other valuable consideration, I (as an official representative of Applicant Course Provider), acknowledge and agree:

1. Acknowledgment and Responsibilities; General Scope and Requirements of AAA Listing:

- a. The above representations are true and accurate, to the best of my knowledge.
- b. AAA does not differentiate between any listed Course Providers or their programs, nor do they ensure safety or certify operational standards for any listed providers.
- c. In determining to list Course Providers on its websites, AAA is not “certifying” or “accrediting” Course Providers in any way.
- d. AAA does not oversee, control or warrant the character or quality of listed Course Providers’ businesses or programs and is not responsible for the content of course providers’ specific courses or programs.
- e. Applicant Course Provider will pay AAA a \$75.00 fee in conjunction with submittal of this signed Agreement and any attachments, to AAA.
- f. Applicant Course Providers that are approved as listed Course Providers must continue to meet the criteria for listing – that is, they must:
 - i. Continue to have one or more individuals within their organization that is/are professional AAA members; **Professional Members** will lead instruct any Course at Level 1 or Level 2;
 - ii. Continue to run courses that meet AAA Guidelines for each level of training for which Course Provider is listed, and/or submit new syllabi, as appropriate, and per the Course Provider Compliance Instructions (incorporated here, by this reference), should you wish to add or drop a course or courses for your listing; and
 - iii. Not engage in any conduct that disparages or discredits AAA, or, in the opinion of AAA, reflects poorly, inaccurately or unfairly on AAA’s reputation.
- g. The AAA Ethics Committee handles grievances, and Applicant Course Provider must follow those procedures in the event of an appeal for the Course Providers denial, removal or suspension of listing on AAA websites. (Appeal Procedures located at http://www.americanavalancheassociation.org/edu_provider.php and incorporated here by this reference).
- h. Independent Contractor relationship: If listed on AAA’s websites, Course Providers will continue to operate their businesses independently of AAA and are solely responsible for all aspects of their programs and courses, including but not limited to: course leading and instruction; course curriculum, equipment and supplies; course locations; participant medical screening, activities and supervision; risk management; medical and emergency response.

2. Other Terms:

a. **Agreement to Release, Indemnify and Defend:**

If Applicant Course Provider is listed as a Course Provider on AAA’s websites, Applicant Course Provider agrees to defend and indemnify (“indemnify” meaning reimburse by payment or otherwise) the American Association for Avalanche Professionals, Inc., d/b/a the American Avalanche Association, and its officers, directors, employees, agents, volunteers and representatives (collectively “AAA”), with respect to any and all claims (including claims of negligence), liabilities, losses, suits or expenses, including court costs and reasonable attorneys fees (collectively "claim or claim/s"), made or brought by anyone, for any injury, damage, death or other loss arising out of or related to: 1) Applicant Course Provider’s avalanche courses, programs or curriculum, including its obligations and responsibilities under this Agreement and/or 2) Applicant Course Provider’s (including its employee/s, agent/s, representative/s, contractor/s, volunteer/s, course participant/s), AAA’s or a third party/s alleged or actual negligence or other wrongful act/s or omission/s. Applicant Course Provider further agrees to release any claim/s it may have against AAA, and agrees it will not make a claim or file a lawsuit against AAA in regard to its agreed upon liability in this paragraph.

b. Trademark Use and Limitations: Applicant Course Providers may use the AAA name and accompanying logo in their promotional or informational materials only for individual AAA members per the AAA Guidelines for Logo and Name Use located at: www.americanavalancheassociation.org/mem_ethics.php.

c. Applicable Law, Venue, Complete Agreement and Severability: Colorado substantive law (without regard to its 'conflict of law' rules) shall govern this Agreement, any dispute between Applicant Course Provider and AAA and all other aspects of Applicant Course Provider's relationship with AAA. Any mediation, suit or other proceeding arising out of or relating to this Agreement or otherwise, must be filed or entered into only in Archuleta County, Colorado. This Agreement (including any attachments or addendums) reflects the entire agreement between Applicant Course Provider and AAA, and shall not be modified or altered in any way, except by the parties' written, signed agreement. This Agreement is intended to be interpreted and enforced to the fullest extent allowed by law. If any provision of this Agreement is deemed unenforceable, the remaining provisions shall continue in full force and effect.

d. Reasonable Efforts, Mediation and Costs: Applicant Course Provider agrees to use its best and reasonable efforts to comply with all Agreement terms, and to address any problems, as they may occur. In addition, Applicant Course Provider agrees to attempt to settle any dispute (that cannot be settled by discussion) through mediation before a mutually acceptable Colorado mediator. If Applicant Course Provider or AAA disputes any portion of this Agreement, the prevailing party shall be entitled to all costs, including reasonable attorneys' fees.

Agreement to the above Listing Agreement Terms is a condition precedent to Applicant Course Provider's listing on AAA's websites. Applicant Course Provider has reviewed and understands this Agreement, and acknowledges that it shall be effective and binding upon Applicant Course Provider and its heirs, successors, subrogors and assigns.

This Agreement is effective as of the date signed below.

Name of Applicant Course Provider Organization:

By:*(Print Name)*

Title:

Date: **Signature:***(Handwritten on hard copy)*_____

- **Signed copies of form and \$75 check are to be hard mailed to AAA office.**
- **Electronic version of form, syllabus and any attachments must be e-mailed to A3educationcommittee@gmail.com**
- **Please *DO NOT* e-mail electronic versions to aaa@avalanche.org**

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