# **EXHIBIT B**

# **OPERATING PLAN**

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## 1) INTRODUCTION

This Operating Plan between [Concessioner Name] (hereinafter referred to as the "Concessioner") and the National Park Service (hereinafter referred to as the "Service") describes specific operating responsibilities of the Concessioner and the Service with regard to those lands and facilities within Grand Teton National Park (hereinafter referred to as the "Area") that are assigned to the Concessioner for the purposes authorized by the Contract.

In the event of any conflict between the terms of the Contract and this Operating Plan, the terms of the Contract, including its designations and amendments, will prevail.

This plan will be reviewed annually by the Superintendent in consultation with the Concessioner and revised as determined necessary by the Superintendent of the Area. Any revisions shall not be inconsistent with the main body of this Contract. Any revisions must be reasonable and in furtherance of the purposes of the Contract.

#### 2) Management Responsibilities

## A) Concessioner

(1) The Concessioner must employ a manager who has the authority and the managerial experience for operating the required and authorized services within the Area, and who has the responsibility for implementing the policies and directives of the Service.

## B) Grand Teton National Park

The Superintendent of Grand Teton National Park is the Area manager with responsibility for all Service operations, including concession operations. The Superintendent carries out the policies and directives of the Service, including concession contract management. Directly, or through designated representatives, including the Chief of Business Resources, the Superintendent reviews, directs, and coordinates Concessioner activities relating to the Area. This includes:

- (1) Evaluation of Concessioner services and facilities
- (2) Review and approval of the following:
  - (a) Rates charged for all commercial services,
  - (b) Changes to services, and
  - (c) All reporting requirements.
- (3) Delivery of a current Service staff list, as needed, to the Concessioner with all appropriate points of contact.

# 3) General Operating Standards and Requirements

#### A) Schedule of Operation

- (1) The Concessioner must annually submit by **May 1** a written schedule of its proposed operating season and trip dates for required and authorized services.
- (2) The typical operating season is June through early September; the actual operating season varies each year depending on weather and snow conditions. Backpacking or day hiking that requires travel over snow is not permitted. Operating season dates are subject to change by the Superintendent.
- (3) The Service will make every effort to inform the Concessioner of any schedule change it may initiate due to weather, natural disasters, or other reasons.

#### B) Rate Determination and Approval Process

(1) Rate Determination. All rates and charges to the public by the Concessioner must comply with the provisions of Section 2(d) of the Contract. The Service will determine the reasonableness and appropriateness of rates and charges under this Contract using Competitive Market Declaration (CMD) rate method, unless and until it determines a different method is appropriate for the services offered. Competitive Marked Declaration (CMD) has the meaning set out in the Service Concession Management Rate Approval Guide (2017) available at

https://www.nps.gov/subjects/concessions/rate-administration.htm as it may be amended, supplemented, or superseded throughout the term of this Operating Plan.

- (a) The Superintendent has determined that market forces from within and outside the Area provide competitive pricing and the Concessioner is permitted to set and change prices in a free market. However, the Rate Approval Guide states that rates are "...subject to review to ensure that they remain reasonable in comparison to similar services offered outside the Park." Therefore, the Concessioner may adjust rates without the specific approval of the Superintendent, but rates will be subject to review to ensure they remain reasonable in comparison to similar services offered outside the Area.
- (2) Rate Methods. The current rate approval methods used by the Service to administer concessioner rates are as follows.
  - (a) The Concessioner is responsible for setting rates consistent with the competitive market, based on use of the Competitive Market Declaration (CMD) rate method.
- (3) Monitoring of the Competitive Market.
  - (a) The Service will annually review the competitive market to evaluate the efficacy of the Competitive Market Declaration (CMD) rate approval method in ensuring reasonable and appropriate rates. The Superintendent may rescind the use of the CMD rate approval method if the Superintendent determines market forces are not adequate to ensure reasonable and appropriate rates. If a change to rate approval method is made, the Concessioner will have at minimum 60 days to implement the rate change and submit a rate request under the selected rate approval method.
- (4) Management of Rates under the CMD Method. The Concessioner is permitted to set and change rates based upon what the Concessioner determines the market will bear for service types approved under the Competitive Market Declaration (CMD) method.
  - (a) <u>Rate Adjustment</u>. The Concessioner may adjust rates of CMD services without prior notification to or written approval from the Superintendent.
  - (b) <u>Service Rate Monitoring</u>. The Service will conduct monitoring to verify that rates remain reasonable within the competitive market, that utilization (i.e., visitor use levels) does not decline due to rates and charges, and that visitor satisfaction data demonstrates visitors are satisfied with the Concessioner's services. Rate monitoring will be conducted using data on average rates charged for activities and available data on the competitive market.
  - (c) <u>Concessioner Rate Monitoring Plan</u>. Within **60 days** of the contract effective date, and as updated, the Concessioner must submit to the Service its Rate Monitoring Plan, that documents its rate setting strategy regarding how it will price against competitors. The Concessioner's Rate Monitoring Plan is subject to Service approval. The Concessioner's plan must describe its rate pricing and monitoring components under the CMD rate method, including:
    - Identification of competitors, including, what the Concessioner has identified as the competitive market and competitors by service type, i.e., guided youth backpacking.
    - Monitoring the competitive market, including how the Concessioner will gather competitive market rate data, how often it will conduct rate reviews, and how it will change its rates in response to competitive market data.
    - Monitoring utilization, i.e., visitor use levels to ensure rates do not disproportionally reduce demand.
    - Monitoring visitor satisfaction, to ensure visitor satisfaction levels are considered when adjusting rates within the competitive market.
    - The Rate Monitoring Plan must be resubmitted to the Service as items in the Plan are changed or updated (i.e., if the competitive market changes).
  - (d) <u>Rate Monitoring Information</u>. The concessioner must submit to the Service annually by **December 15**, its rate monitoring information as proposed in its Rate Monitoring Plan (refer to section 4(c) above) and provide a summary of the Concessioner's rates for the prior year.

- (5) Service Timelines for Responding to Concessioner Requests. For rates subject to Service approval set through rate approval methods other than CMD, and for Concessioner-initiated requests to change rate approval methods, the Service will respond to requests consistent with timelines identified in the NPS Concession Management Rate Administration Guide and Rate Administration Guide Addendum.
- (6) Rate Compliance.
  - (a) Rate Posting. The Concessioner must post rates for services available to visitors.
  - (b) The Service checks rate compliance during periodic operation evaluations and throughout the year, including rates posted on the Concessioner website.
  - (c) <u>Discounted Rates</u>. The Concessioner may offer common industry discounts or reduced rates to public groups, such as to "youth/students" with the Superintendent's prior written approval. In implementing such a discount, the Concessioner must publicize the availability of the discount, clearly identifying the items or services that are subject to the discount, the group(s) whose members are eligible to receive the discount, and the identification that group members will be required to show to receive the discount.
  - (d) <u>Reduced Rates for Federal Government Employees</u>. The Concessioner may not provide Service employees or their families with reduced rates or discounts unless those same reduced rates or discounts are available to the public.

#### C) Evaluations

- (1) Concessioner Monitoring Program. The Concessioner must inspect and monitor its services with respect to Applicable Laws, Service policy and standards, authorized rates, life and fire safety, public health, accessibility, environmental management and impacts on cultural and natural resources, responsiveness to visitor comments, compliance with the Contract including all of its Exhibits and other operational performance as appropriate. The Concessioner is responsible for developing and implementing corrective action plans to respond in a timely manner to any operating deficiencies it identifies.
- (2) Service Concession Review Program. The Service will evaluate the Concessioner's services to assess and rate Concessioner performance in accordance with the Service Concession Review Program. The results of the individual program evaluations are used to prepare an Annual Overall Rating Report. The Service may request the assistance of third-party subject matter experts. The findings of such experts may be fully incorporated in Service evaluations. The Concessioner must provide full access to management, documentation, and other resources necessary for the Service to conduct these evaluations. The Concessioner must work with Service officials to prioritize, schedule and correct deficiencies and implement improvement programs resulting from these activities. The Concessioner's performance in addressing deficiencies on schedule and in a timely manner may be a consideration in determining the Concessioner's rating. The Service and/or other applicable authorities reserve the right to review the Concessioner's operation at any reasonable time for any evaluation or when otherwise deemed necessary, including for the following inspections or evaluations.
  - (a) Periodic Operational Evaluations. The Service may conduct both announced and unannounced periodic operational evaluations of services to ensure conformance to applicable operational standards. The Service strongly encourages the Concessioner to review the standards applicable to this contract. It is the Concessioner's responsibility to read and understand the standards it will be evaluated on, and to contact the Business Resources Office with any questions concerning the evaluation standards. The Service will evaluate the required services and authorized services by using the standards located on the NPS Commercial Services website at: <a href="https://www.nps.gov/subjects/concessions/standards-and-evaluations.htm">https://www.nps.gov/subjects/concessions/standards-and-evaluations.htm</a>. The Service will only evaluate the Concessioner on the standards appropriate to the Concessioner's operation.
  - (b) <u>Environmental Audits</u>. The Service may conduct environmental audits to evaluate the operations with respect to environmental compliance and environmental Best Management Practices in accordance with the current Service Concession Environmental Audit Program

Operating Guide. Performance in closing audit findings is considered in the annual Environmental Management Program Evaluation (see paragraph (3)(e) below).

## (c) Safety Inspections.

- An "inspection" is defined as a documented examination of all equipment, visitor
  activities and work processes to determine compliance with established safety and
  occupational health regulations. The Concessioner must perform periodic safety
  inspections in accordance with its documented Risk Management Program (RMP). The
  Concessioner must ensure employee compliance with health, fire, and safety code
  regulations as well as the Service's policies and guidelines.
- The Service determines and provides the Concessioner with a risk management rating based on the Concessioner's documented Risk Management Program (RMP) on an annual basis. This rating is incorporated into the Annual Overall Rating. The Service may also periodically conduct safety inspections of Concession Facilities.
- (d) <u>Interpretive Program Review</u>. The Service may evaluate the Concessioner's interpretive and informational services to ensure appropriateness, accuracy, quality, and the relationship of interpretive presentations to Area themes in addition to service-specific reviews that occur during periodic evaluations.

## D) Annual Overall Rating.

- (1) The Service will determine and provide the Concessioner an Annual Overall Rating Report based upon the Service evaluation for the preceding calendar year. The Annual Overall Rating will roll up the following individual reports and include one score and rating for the entire operating year:
  - (a) <u>Administrative Compliance Evaluation and Report</u>. The Administrative Compliance Report and rating considers the Contract compliance criteria, including timely submission of the annual financial report, timely and accurate submission of franchise fees, and timely submission of proof of insurance, as required in Exhibit D.
  - (b) <u>Operational Performance Report.</u> The Operational Performance Report and rating collates the individual periodic operational evaluations, and weights them if necessary.
  - (c) <u>Public Health Program Evaluation</u>. A representative of the Service's Office of Public Health may conduct periodic evaluations of the Concessioner's food operations. These evaluations will be conducted in accordance the U.S. Food and Drug Administration Food Code and the Centers for Disease Control and Prevention.
  - (d) <u>Risk Management Program Evaluation.</u> The Service will annually conduct a comprehensive evaluation of the Concessioner's Risk Management Program (RMP). This evaluation will consider performance in complying with NPS risk management standards, implementing life safety and fire safety programs, and operating in accordance with the Concessioner's documented RMP. The results of any life or fire safety inspections conducted by the Service will also be a component of this evaluation and a component of Periodic Operational Evaluations.
  - (e) Environmental Management Program Evaluation. The Service may conduct an annual evaluation of the Concessioner's Environmental Management Program (EMP). The evaluation will consider performance in complying with NPS environmental management standards, protecting natural resources, meeting environmental compliance requirements, and operating in accordance with the Concessioner's documented EMP. Performance in addressing Concessioner environmental audit findings will also be a component of this evaluation.

# E) General Policies

- (1) The Concessioner must comply with all applicable law regarding youth-related activities, including obtaining additional licensure, if necessary.
- (2) Commercial operations are not permitted in the Laurance S. Rockefeller Preserve.
- (3) Lost and Found. The Concessioner must establish and provide an effective program (plan) for handling lost and found or unattended property.
  - (a) The Concessioner must refer the client to a Visitor Center make a report for a lost item.

- (b) If the Concessioner or client finds an item, the item must be turned over to a NPS Visitor Center as soon as possible.
- (c) The Concessioner must hold all found property until it can turn items over to a NPS Visitor Center.
- (4) Reservations, Deposits, Refunds, and Cancellations.
  - (a) The Concessioner must, at minimum, offer online information regarding reservations consistent with industry best practices.
  - (b) <u>Deposits and Cancellations</u>. The Concessioner may require a deposit as a condition for issuing a confirmed reservation. If implemented, the Concessioner must state the conditions under which deposits will be refunded and/or cancellation fees will be charged. The Concessioner must inform the visitor of the method needed to cancel a reservation, the amount of advance notice to receive a refund, and the amount of a cancellation fee, if any, that may apply.
    - The Concessioner must post deposit, cancellation, and refund policies prominently on its website and in reservation confirmation emails.
  - (c) <u>Refunds</u>. The Concessioner must clearly disclose refund policies regarding rates and deposits at the time of reservation. Refunds will be processed within one month of cancellation.
  - (d) The Concessioner must submit its cancellation policy, deposit requirement, and any proposed administrative fees, as part of its annual rate notification. Polices are subject to monitoring as part of the annual review of the CMD rate method.
  - (e) <u>Third-Party Reservation/Booking Services</u>. Third party companies and intermediaries selling services on the Concessioner's behalf must sell those services at or below NPS approved maximum rates. Any service fee or commission charged by the third party must be included in the approved maximum rate. If third parties or intermediaries offer additional services, such as travel planning or packaging activities, those fees must be charged separately. Booking agents must identify the authorized Concessioner as the provider of services.
- (5) Payment. The Concessioner must accept cash, check, money order, and major credit cards.
- (6) Entrance Fees/Entrance Passes.
  - (a) The Concessioner is required to pay the applicable entrance fee rate in effect at the time of arrival at the park entrance station.
  - (b) Entrance Fees are required for visitors aged 16 and older, applicable passes apply.
  - (c) Guides must identify themselves at Area entrance stations. Guides are exempt from entrance fees when working in the Area on behalf of the Concessioner. Guides must pay applicable entrance fees when entering the Area on personal time.
- (7) Firearms. The Concessioner is responsible for determining how it will interpret and implement federal and state firearm possession laws regarding its participants. The Concessioner should consult Area law enforcement and the state attorney general's office regarding state firearms laws. Concession employees must not possess firearms while on duty. The Superintendent, at their discretion, may grant exceptions to this prohibition in writing upon consideration of a written request from the Concessioner. The Concessioner must have written approval from the Superintendent before implementing any exceptions to this policy.
  - (a) Within **60 days** following the effective date of the Contract, the Concessioner must develop and provide to the Service its policies concerning firearms.
- (8) Vehicles. The Concessioner must properly register, license, insure, and maintain all vehicles it uses to perform services under the Contract. All vehicles must be legal for operation on Wyoming public roads and must be operated in a manner that minimizes impact to road surfaces.
  - (a) <u>Identification</u>. Concessioner vehicles must be identified with the Company name. All lettering should be no larger than three- and one-half inches in height.
  - (b) <u>Vehicle Size Limits</u>. The Concessioner may not operate vehicles larger than 15 passengers within the Area.

- (9) Smoking Policy. The Concessioner must comply with current Service guidelines and requirements. A copy of Director's Order 50D regarding the Service's policy on smoking can be found online or upon request of the Service.
- (10) Accessibility. The Concessioner must provide employees and clients with the greatest degree of access to facilities and services that is reasonable, including:
  - (a) Nondiscrimination on the basis of handicap in programs and activities as required per 43 C.F. R.17, Sec. 504.
  - (b) Physical access to buildings and facilities as required per 42 USC 4151.
  - (c) The Concessioner must ensure all client and employee information, communication, and marketing materials are compliant with the Section 508 Amendment to the Rehabilitation Act of 1973.

#### (11) Public Health and Sanitation.

- (a) All Food service and sanitary procedures must comply with U.S. Public Health Standards and are subject to inspections.
- (b) The Concessioner must ensure guides and others who will be preparing food have food handlers training to comply with applicable requirements of the Food and Drug Administration's (FDA) current Food Code and Service-Director's Order Reference Manual 83A, Public Health, Chapter 5 (Backcountry Operations). A copy is available at <a href="https://www.nps.gov/subjects/policy/upload/RM-83A">https://www.nps.gov/subjects/policy/upload/RM-83A</a> 6-20-2019.pdf.
  - Concessioner employees with food handling responsibilities must have current Serve Safe or equivalent certification.
- (c) The Concessioner is responsible for packing out all litter and refuse from its activities. All solid waste (paper products, cans, foil, papers, etc.) must be stowed in trash bags and packed out of the Area and disposed of in proper trash receptacles. For more information: <a href="https://www.nps.gov/grte/planyourvisit/leave-no-trace.htm">https://www.nps.gov/grte/planyourvisit/leave-no-trace.htm</a>.
- (d) In areas where toilet facilities are not available, guides employed by the Concessioner must inform guided activity participants of backcountry sanitation procedures including:
  - Urinate at least 100 feet away from any water source in rocky areas that will not be damaged by animals digging for salts and minerals found in urine.
  - All toilet paper and sanitary products, i.e., tampons, sanitary napkins, etc., must be packed out in sealed plastic bags and properly disposed of in waste receptacles.

#### (12) Visitor's Acknowledgement of Risk.

- (a) The Concessioner must not request or require clients participating in activities to sign a liability waiver form, insurance disclaimer, or indemnification agreement or any document containing a waiver of liability clause, insurance disclaimer, or indemnification clause.
- (b) The Concessioner may require clients participating in activities to sign a Visitor's Acknowledgement of Risk form. The Service-approved Visitor's Acknowledgement of Risk form is provided as **Attachment 1** to this Operating Plan.
- (c) The Concessioner, if implementing any proposed changes to the Service-approved Visitor's Acknowledgement of Risk form, must submit to the Superintendent for approval its proposed Visitor's Acknowledgement of Risk form within **60 days** following the effective date of this Contract and by **May 1** annually.

# F) Resource Protection

(1) Area. The Concessioner must comply with all Area rules and regulations, including those found in the Superintendent's Compendium, and all applicable environmental laws, particularly those dealing with the protection of natural and cultural resources including water quality, vegetation, and wildlife. The Concessioner must ensure that employees and participants are made aware of these rules and regulations.

- (a) <u>Closures</u>. The Concessioner must adhere to all posted closures for resource protection. Information on Area closures can be located at: https://www.nps.gov/grte/learn/management/wildlife-closures.htm.
- (2) *Prohibitions*. Picking wildflowers, building or dismantling cairns, and leaving mail or notes to other groups in the wilderness is prohibited.
- (3) Wildlife.
  - (a) The Concessioner must not disturb any wildlife species (amphibians, reptiles, birds, mammals, raptors, or bats) found nesting, hibernating, estivating (in an inactive dormant state during hot, dry periods), or otherwise living in, or immediately near Concessioner operations.
  - (b) At all times in all locations, including the backcountry, the Concessioner must ensure that all bear attractants are attended. All unattended attractants must be stored securely inside a building, a bear resistant food storage locker (if available), in a hard sided vehicle with doors locked and windows closed, or in an Interagency Grizzly Bear Committee (IGBC) approved portable bear-resistant food storage canisters; or disposed of properly in a bear-resistant garbage receptacle. Backpacks and/or daypacks containing unsecured attractants (i.e., not in a canister) must not be left unattended.
    - Bear "attractants" include food, drinks, garbage, cooking utensils, dirty / soiled pots/pans/plates, stoves, grills (charcoal or gas), empty or full coolers, storage containers with food or previously holding food (except approved bear resistant canisters), beverage containers, pet food/bowls, and any odorous item that may attract a bear such as toiletries.
  - (c) The Concessioner must make efforts to minimize disturbance of wildlife and modify its activities as required by the Service when human-wildlife conflicts occur.
    - Guides must instruct groups to wait for wildlife to move through an area before proceeding or must reroute the group to avoid conflict, displacement, or disruption. Wildlife must be viewed from distances specified in the <u>Superintendent's Compendium</u>.
  - (d) <u>Feeding of wildlife within the Area is prohibited</u>. The Concessioner must not encourage nor inadvertently facilitate the feeding of wildlife within the Area.
    - The Concessioner must teach participants about the detrimental effect of habituating wildlife to humans.
  - (e) The Concessioner must notify Teton Interagency Dispatch Center at 307-739-3301 immediately of any human-bear or wildlife conflicts (e.g., human food-rewards, human injury, property damage), sightings of black or grizzly bears in developed areas, or incidents where visitors are observed intentionally feeding wildlife or approaching wildlife within unsafe distances. All bear sightings must be reported to the Area's Bear Management Office at 307-739-3673 within 24 hours or upon vacating the backcountry.

#### (4) Noise.

- (a) The value of natural soundscapes must be considered in all activities that involve creating potential noise impacts. Concession employees must be aware of and follow the best practices of noise mitigation in wilderness.
- (5) *Idling.* To reduce pollution emissions, the Concessioner will not idle while operating motor vehicles in the Area.

# **G)** Interpretation

- (1) All guided activities must include interpretation of Area natural and cultural resources and include interpretive techniques designed to connect youth with the Area natural and cultural resources.
  - (a) The Concessioner must develop and maintain an interpretive plan to include, at a minimum, training programs, coaching, and program reviews. The Concessioner must make its plan available to the Service upon request.
  - (b) Concessioner guides must inform and educate clients about the Wilderness Act, wilderness values, and areas within recommended and potential wilderness. Guides must also inform and educate clients about the rules and regulations regarding resource protection including

- applicable wildlife closures and wildlife viewing, proper backcountry etiquette, Leave No Trace practices (or equivalent), low-impact camping techniques, and recreating safely in the Area.
- (2) The Service will evaluate interpretive information to ensure appropriateness, accuracy, and the relationship of interpretative presentations to Area themes.

#### H) Human Resources Management

- (1) Employee Identification and Appearance. Guides in direct contact with the public must wear personal name tags, uniforms, or standardized clothing to identify them as the guide. Employees must be neat and clean in appearance and must project a hospitable, friendly, helpful, positive attitude, be capable and willing to answer visitors' questions, and provide visitor assistance.
- (2) Employee Hiring Procedures.
  - (a) <u>Staffing Requirements</u>. The Concessioner must hire enough employees to ensure satisfactory visitor services.
    - The Concessioner must meet all applicable U.S. Department of Labor requirements.
    - The Concessioner must use established application and hiring policies that include application, reference checks, interviews, evaluation, and selection by senior management.
  - (b) <u>Guides</u>. The Concessioner must establish its own standards for evaluating the qualification of guides and must make these standards available to the Service upon request.
    - Guides cannot be independent contractors. Guides must be on the Concessioner's payroll and be covered by its insurance policies and Workers Compensation Policy. All guides must be at least 21 years of age.
    - The Concessioner must verify each guide possesses the following skills:
    - Backcountry skills, including the ability to navigate and safely operate backcountry group camps.
    - Ability to practice and teach minimum impact camping and travel techniques such as Leave No Trace or equivalent.
    - Knowledge of backcountry equipment use and repair techniques.
    - Knowledge of specific place names within the Area backcountry.
    - Knowledge of emergency procedures and ability to implement medical response procedures in remote locations.
  - (c) <u>Drug-free Environment</u>. The Concessioner must maintain, to the greatest extent possible, a drug-free workplace environment. The Concessioner will conduct educational program(s) for its employees to deter substance and alcohol abuse. All employees who are in positions where a federal or state law so requires, must participate in a drug-testing program. Should illegal drug use occur, the use and subsequent action taken must be promptly reported by the Concessioner to the Chief Ranger's Office or to a Service Law Enforcement Investigator.
  - (d) The Concessioner must ensure that guides and participants are prohibited from possessing or using alcohol and/or tobacco products while conducting trips.
  - (e) <u>Background Checks</u>. The Concessioner must ensure that comprehensive background checks are performed on all employee hires as appropriate for the position. These may include wants and warrants checks; two-county criminal history checks; federal criminal records check; national multi-jurisdictional database and sexual offender search; social security number trace; and driving history check. The Concessioner must not hire an employee with any active wants or warrants (current fugitive from justice). The Concessioner must make available, upon request, the type and status of background investigations conducted on employees to the Chief Ranger's Office and Service's Business Resources Office. Prospective employees must be made aware in advance of hire that this information may be made available to the Service.
  - (f) <u>Service Investigations</u>. The Concessioner must promptly respond to law enforcement officer requests, for the purposes of criminal investigation, employee information such as: full name,

- telephone number, location working in the Area, current position, supervisor's name and contact information.
- (g) <u>Driver Requirements</u>. Drivers of passenger carrying vehicles will have a valid state operator's license for the size and class of vehicle being driven. They also must comply with any additional Wyoming requirements for the type of vehicle driven or number of passengers carried.
- (h) <u>Service Employees</u>. The Concessioner must not employ in any status Service employees, their spouses, or minor children when the responsibilities of the Service employee include making recommendations, decisions, or approvals related to services required or authorized under the Contract. All requests for approval of concessioner employment of Service employees or family members, including spouses or dependent children, must be in writing and must indicate the nature of the duties of the NPS employee and that of the family member, as well as the proposed compensation for the family member. The Concessioner must not employee any Service employee family member unless written approval is provided by the Service.

## (3) Employee Training.

- (a) <u>Job Training and Orientation</u>. The Concessioner must provide mandatory employee orientation for all new employees and inform employees of Service regulations and requirements that affect their employment and activities while working in the Area. Training sessions must include, at a minimum: general safety guidelines and procedures, risk mitigation, weather (including lightning hazards), illness, safe backcountry travel techniques, map reading, and equipment maintenance. The Concessioner must provide appropriate formal and ongoing job training to each employee prior to duty assignments and provide refresher training as applicable or required.
- (b) <u>Wilderness First Responder and CPR Training</u>. All guides must have current Wilderness First Responder certification and current Adult/Child CPR certification. Wilderness First Responder and CPR certification must include "hands-on" instruction. CPR must be provided by the American Red Cross or American Heart Association or be included in a higher-level emergency medical certification training course. Higher-level emergency medical certification obtained in the United States above Wilderness First Responder qualifies.
- (c) <u>Food Handling</u>. Concessioner employees with food handling responsibilities must have current Serve Safe or equivalent certification.
- (d) <u>Wildlife Safety Training</u>. Concession employees must receive training on proper food/attractant storage, bear and wildlife safety training, bear-spray training, wildlife closures, and receive training on how to share this information with Area participants.
- (e) <u>Safety Training</u>. The Concessioner must provide safety training to all employees according to the training requirements in its Risk Management Plan (RMP).
- (f) Interpretive Training. The Concessioner must design and provide interpretive training for all guides. Guides should be trained support the Area's efforts in interpretation and education through sharing the cultural and natural history of the Area and educating clients about the Wilderness Act, wilderness values, and the potential recommended and proposed wilderness boundaries within the Area, the rules and regulations regarding resource protection including applicable wildlife closures, proper backcountry etiquette, Leave No Trace or equivalent practices, and recreating safely in the Area. A syllabus of material covered, or a description of training, and a training log must be maintained for each employee.
- (g) <u>Environmental Training</u>. The Concessioner must provide environmental training to all employees according to requirements in its Environmental Management Program (EMP).
- (4) Organized Labor Activity. The Concessioner is required to comply fully with the National Labor Relations Act (NLRA), 29 U.S.C. §§ 151–169, and the applicable rules, regulations, and orders of the Secretary of Labor. The NLRA prohibits employers from interfering with, restraining, or coercing employees in the exercise of their rights relating to organizing, forming, joining, or assisting a labor organization for collective bargaining purposes; working together to improve terms and conditions of employment; or refraining from any such activity. Similarly, labor organizations may not restrain or coerce employees in the exercise of these rights.

## I) Risk Management Plan

- (1) The Concessioner must develop, maintain, and implement a Risk Management Program (RMP) that is in accordance with all applicable laws, codes, and Service Risk Management Program Standards for Concessioners located on the Commercial Services website at: <a href="https://www.nps.gov/subjects/concessions/risk-management.htm">https://www.nps.gov/subjects/concessions/risk-management.htm</a>.
  - (a) The Concessioner's Risk Management Program, must also include the following:
    - Emergency Action Plan (EAP) that includes consideration of backcountry emergencies (e.g., medical emergencies, guide incapacitation, missing or lost participants).
    - Standard operating procedures for safe food and attractant storage and handling.
- (2) The Concessioner must submit its initial plan to the Superintendent within **120 days** of the effective date of this Contact and annually thereafter by **May 1**.

# J) Environmental Management Program

- (1) The Concessioner must develop, maintain, document, and implement an Environmental Management Program ("EMP") in accordance with Section 4 of the Contract and the Service Environmental Management Program Standards for Concessioners located on the NPS Commercial Services website at <a href="https://www.nps.gov/subjects/concessions/environmental-management.htm">https://www.nps.gov/subjects/concessions/environmental-management.htm</a>.
- (2) The Concessioner must submit its documented EMP to the Service within **120 days** following the effective date of this Contract and annually thereafter by **May 1**.
- (3) The EMP standards defined by the Service consist of the requirements associated with eight (8) EMP Elements, a copy is available at <a href="https://www.nps.gov/subjects/concessions/upload/Environ\_Mgmt\_Program\_Stds2.pdf">https://www.nps.gov/subjects/concessions/upload/Environ\_Mgmt\_Program\_Stds2.pdf</a>.
  - (a) All 8 Service EMP Elements apply.
  - (b) The standards associated with each Element that do not generally apply to this Contract are identified with a '#' symbol, unless identified as a requirement below.
  - (c) EMP Element 1 Standard 1.2. This standard is required.
  - (d) EMP Element 7 Standard 7.4. This standard is required.
  - (e) EMP Element 7 Standard 7.5. This standard is required.

#### **K) Public Relations**

(1) Required Notices. The Concessioner must prominently post the following notice at all Concessioner locations:

This service is operated by (Concessioner's name), a Concessioner under contract with the U.S. Government and administered by the National Park Service. The Concessioner is responsible for conducting these operations in a satisfactory manner. Rates are approved by the Service. Please address comments to:

Superintendent Grand Teton National Park P.O. Box 170 Moose, WY 83012

#### L) Visitor Satisfaction

- (1) The Concessioner must investigate and make an initial response to any complaint within 48 hours. The Concessioner must provide the Service with a copy of its responses. The Service provides copies of its responses, if any, to the Concessioner.
- (2) Upon receipt, the Concessioner must provide copies to the Service of visitor comments that allege misconduct by a Concessioner or Service employee, pertain to the safety of visitors, or pertain to the safety of Area resources.
- (3) The Concessioner must submit a summary of quest satisfaction by **December 15** of each year.

## **M) Public Statements**

- (1) All media inquiries concerning operations within the Area, questions about the Area, or concerning any incidents occurring within the Area, must be referred to the Service's Public Affairs Officer at Grand Teton National Park. This includes all media interviews. Media interviews and visits to Concession Facilities to report on Concessioner operations, however, may be done with a courtesy notification to the Public Affairs Officer.
- (2) Advertisements and Promotional Material.
  - (a) Approval. The Superintendent must approve all promotional material and its placement prior to publication, distribution, broadcast, installation, etc. The Concessioner must contact the Business Resources Office for review and approval at least 30 days in advance of planned distribution or printing dates. The Superintendent may require the Concessioner to remove all unapproved promotional material. Promotional material distributed within the Area is restricted to services and facilities within the Area unless the Superintendent approves exceptions.
  - (b) <u>Authorization</u>. Advertisements must include a statement that the Service and the Department of the Interior authorize the Concessioner to serve the public in Grand Teton National Park unless the Mark is utilized.
  - (c) <u>Equal Opportunity</u>. Advertisements for employment must state that the company is an equal opportunity employer.
- (3) Use of The Service Authorized Concessioner Mark (Mark).
  - (a) The Service has an approved Mark it allows concessioners to use to advertise the official relationship between the Service and the Concessioner. The Mark consists of the official NPS Arrowhead and the words "Authorized Concessioner."
  - (b) <u>Authorized Users</u>. The Concessioner is authorized to use the Mark at the start of the Contract in accordance with the approval procedures below. The Concessioner must have received a satisfactory or marginal rating in the previous Annual Overall Review to use the Mark following the first year of the Contract.
  - (c) <u>Authorized Uses of the Mark</u>. The Concessioner may use the Mark in publications, written advertising, brochures, web-based information, interpretive materials, broadcasts (television, film or other audio/visual), associated with required or authorized services; facility signs designed, constructed, or commissioned for official Concessioner functions or purposes; and signs placed on visitor transportation systems, vessels, and aircraft.
  - (d) <u>Prohibited Uses of the Mark</u>. The Concessioner may not use the Mark on merchandise, souvenirs and clothing presented for sale to the public; Concessioner employee uniforms; or Concessioner equipment and transportation equipment not specifically providing required or authorized visitor services.
  - (e) <u>Artwork, Layout and Use</u>. The Concessioner must use official artwork provided by the Service. Layout and use must be in accordance with the Authorized Concessioner Mark Guidelines available on the NPS Commercial Services web site under the Concessioner Tools tab.
  - (f) <u>Approval Procedures</u>. The Concessioner must submit a written request to the Service for approval to use the Mark. The submittal must include proposed applications and sample layouts. The Concessioner may not use the Mark until the Service has approved the request and the Concessioner's proposed layouts in writing.

#### 4) Specific Operating Standards and Requirements

The Concessioner must provide all services as described in Sec. 2 of the Contract. The Concessioner must provide all services, whether required or authorized services, in a consistent, environmentally sensitive, and quality manner. Standards provided by current Service Concession Management Guidelines are service minimums. The Concessioner must monitor and evaluate its operations to ensure that they meet these quality standards. In addition to complying with the following standards and requirements, the Concessioner must comply with the standards and guidelines located on the Commercial Services Website. When in conflict, standards and guidelines described in this Operating Plan supersede those identified on

the website. A copy of standards is available on the Commercial Services Website at <a href="https://www.nps.gov/subjects/concessions/standards-and-evaluations.htm">https://www.nps.gov/subjects/concessions/standards-and-evaluations.htm</a>. The Service strongly encourages the Concessioner to review the standards applicable to this Contract. It is the Concessioner's responsibility to read and understand the standards it will be evaluated on, and to contact the NPS Business Resources Office with any questions concerning the evaluation standards.

# A) Standards

- (1) Guided Land Tour (10-GLA) standards pertain to guided backpacking and hiking. The Concessioner must meet Guided Land Tour standards located on the <u>Commercial Services</u> Website.
  - (a) Exclusions to Service Specific Operating Standards. The Service will not evaluate the Concessioner on the following standards.
    - Elements 1-12 Ticket Office Exterior. Not applicable, no assigned facilities.
    - Elements 13-20 Public Areas Interior. Not applicable, no assigned facilities.
    - Elements 21-25 Safety. Not applicable, no assigned facilities.
    - Elements 26-27 Boarding. Not applicable, no designated boarding area.
    - Elements 28-41 Maintenance Area/Building. Not applicable, no assigned facilities.
- (2) Backcountry Food Service (10-FBK) standards pertain to the food services provided with guide services. The Concessioner must meet the Food and Beverage (Backcountry) standards located on the Commercial Services Website.
  - (a) Exclusions to Service Specific Operating Standards. The Service will not evaluate the Concessioner on the following standards.
    - Element 4 Menu boards. Not applicable, no assigned facilities.
    - Element 21 Fire Extinguishers. Not applicable, backcountry travel.

## B) Required Visitor Services.

- (1) Guided Overnight Backpacking for Youth. Overnight backpacking on designated trails and at designated backcountry campsites, including associated transportation and backcountry food services. Youth is defined as under the age of 21.
  - (a) <u>Group Size</u>. Overnight backpacking groups are limited to no more than 12 people per group, and no more than 10 youth participants. Each trip must include a minimum of two guides.
  - (b) <u>Minimum Use</u>. The Concessioner must operate a minimum of one (1) trip during the annual Operating Season.
    - If the Concessioner does not meet the annual minimum use requirement, the Service may cap the Annual Overall Rating Report score at Marginal for that operating year.
    - If the Concessioner does not meet annual minimum use requirements, at the end of that season, the Service will notify the Concessioner in writing to request a plan as to how the Concessioner will meet the annual minimum use the next season.
    - If the Concessioner does not meet the annual minimum use requirement for two consecutive seasons, the Service may terminate operations under the Contract.
  - (c) <u>Backcountry Camping Use Allocation</u>. The use allocation for backcountry campsites is 120 use nights, equaling a maximum of 10 backcountry group campsite nights per year.
    - A "use night" is defined as one person (participant or guide) staying one night in the backcountry.
    - The use of a backcountry group site for one night always equates to 12 user nights, regardless of a smaller group size.
  - (d) The Concessioner must operate in accordance with all provisions of the Grand Teton National Park <u>Backcountry Management Plan</u> (1990), the Superintendent's <u>Compendium</u>, and other applicable plans and their amendments.

- (e) <u>Camping Reservations</u>. The following provisions apply to all camping reservations:
  - All applicable reservation fees apply.
  - Following the Contract effective date, the Concessioner must establish an account with <a href="http://www.recreation.gov">http://www.recreation.gov</a> to access and obtain camping permits.
  - Stays in front country campsites do not count towards the Concessioner's 120 backcountry use nights.
- (f) <u>Backcountry Camping Permit Reservations.</u> The following provisions apply:
  - Pre-Season Reservations. If the Concessioner chooses to use the pre-season reservation
    process for backcountry campsites, the Concessioner must annually submit a request for
    pre-season reservations to the Business Resources Office by the second Friday in
    November. The request may include up to 10 nights of backcountry group campsite use.
  - All other camping permit reservations for use nights not reserved or issued through the pre-season reservation process are subject to availability issued on a first-come, first-serve basis must be made by the Concessioner online through <a href="http://www.recreation.gov">http://www.recreation.gov</a>.
  - In total, camping permit reservations may not exceed Use Allocations described above in section (c).
  - Backcountry permit reservations must be requested by the Concessioner and are issued in the Concessioners name.
  - Permits must be picked up prior to backcountry travel at the Craig Thomas Discovery and Visitor Center in Moose, the Colter Bay Visitor Center, or the Jenny Lake Ranger Station.
- (g) Front country Camping Reservations. The following provisions apply:
  - Permits must be made online through <a href="http://www.recreation.gov">http://www.recreation.gov</a>. Permits are issued subject to availability on a first-come, first-serve basis.
  - The Concessioner must abide by all other Area camping regulations, including group size, number of vehicles, and camping stay limits.
- (h) Camping is authorized in designated sites only. Ground disturbance is limited to the smallest area possible to reduce impacts to the location and by using minimum impact camping techniques. Tents and foot traffic must be restricted to previously disturbed areas. Tents must be set to minimize disruption of the natural environment.
- (i) <u>Unauthorized Services</u>. The following visitor services are not authorized:
  - Guided winter activities including snowshoeing or cross-country skiing. Snow travel is not allowed.
  - Guided climbing
  - Guided day hiking, and overnight backpacking to individuals and groups not defined as "Youth". Youth is defined as persons under the age of 21.

#### C) Authorized Visitor Services

- (1) Guided Day Hiking for Youth. The Concessioner may offer guided day hikes to youth, under the age of 21. Youth is defined as under the age of 21. Programs must be operated and managed by the Concessioner.
- (2) Group Size. Day hike groups are limited to no more than 12 people per group, and no more than 10 youth participants. If more than one group is using the same trail at the same time, groups must be separated by a minimum of 30 minutes. There must be at least one guide per group.
- (3) Day Hiking Use Allocation. The use allocation for guided day hikes is 180 use days per year. One "use day" is defined as one person (participant or guide) engaging in the authorized service per day.

## D) Additional Requirements Backpacking and Day Hiking

(1) Transportation. The Concessioner is required to provide transportation of its guides and clients to and from the Area trailheads when providing required or authorized services.

- (2) Backcountry Food Service. The Concessioner is required to backcountry food service to its guides and clients when providing required or authorized services. Refer to Section 4)A)(2) of this Operating Plan for evaluation standards for Backcountry Food Service (10-FBK) pertaining to food services provided with guide services.
- (3) Guides and participants must stay on designated and maintained trails, hike in single file on the trail, and never shortcut switchbacks. Hiking off-trail or using or creating unofficial social trails is prohibited.
- (4) Guides must ensure that participants safely move off the trail when meeting horse groups to allow the horses to safely pass before proceeding.
- (5) Equipment and Safety.
  - (a) The Concessioner must ensure a first aid kit is available on each trip. The contents of the kit must be sized appropriately for the group and suitable for backcountry emergencies.
  - (b) All guides must carry a backcountry GPS tracking device (text capability recommended).
  - (c) All guides must carry a means of electronic communication (two-way radio, cell phone, satellite phone, etc.) for communicating with the Service or Concessioner in the event of an emergency. All guides must carry a laminated card listing emergency contract names and numbers and instruct clients where the card is located in the event the guide is incapacitated.
  - (d) Bear spray must be carried by all guides on all trips. Guides must show every participant where the bear spray is located and how to use it in the event the guide becomes incapacitated.
  - (e) The Concessioner must maintain all equipment used in conducting backcountry and hiking operations at a level that meets or exceeds manufacturers recommendations, including, but not limited to implementing an equipment monitoring program that includes the following:
    - An equipment manager position must be designated with overall responsibility for equipment care and replacement.
    - A complete, documented pre-season and post-season review of all equipment.
    - Guides must inspect equipment at the beginning of each guided activity and periodically throughout the activity and must replace any worn or defective equipment as soon as out-of-the-ordinary wear or a defect is recognized.
    - Detailed inspection and repair/replacement procedures must be prescribed for each type
      of equipment used and these must be included in the Concessioner's RMP and
      communicated to its guides and staff.
  - (f) Pre-Trip Orientation. Guides and support staff must provide pre-trip safety orientation information to all participants.

#### 5) Reporting Requirements

## A) Concessioner Operational Reporting

(1) The Concessioner must provide report data in a Service compatible electronic format. Upon request, the Concessioner must provide the Service with all supporting documentation for all operational reports. The Service requires the following reports in order to monitor Concessioner activities, understand visitor use, and detect trends in addition to those set out in Sections 13 and 14 of the Contract. The Service may also request other information from time to time. The Service may change reporting requirements over the term of the Contract. The Concessioner must comply with all changes to reporting requirements.

## B) Administrative Reporting

(1) Visitor Use Statistics (VUS) Report. The Concessioner must submit by email, by the **4th day of each month following operation,** a report stating the number of trips, routes, dates, guides, and participants for each service for the prior month. A template VUS report form will be provided by the Business Resources Office. The Concessioner must submit the form even if all the data reported are zero. Required information to be reported is subject to change.

#### (2) Franchise Fees.

- (a) The Concessioner must pay a franchise fee according to the Contract, Section 5. Fees.
- (b) The Concessioner must submit by May 15 to the Business Resources Office, a Franchise Fee Report that documents the initial minimum franchise fee payment due for the year. Any additional % amount due based on gross receipts is due within 60 days after the end of the operating season. A template franchise fee report form will be provided by the Business Resources Office.
- (c) All franchise fee payments due to the Service must be made through Pay.gov. The Concessioner may propose to the Service other available electronic payment methods, i.e., ACH Credit Transfer form or FedWire.
- (3) Annual Financial Report ("AFR"). As required in Section 7(b) the Contract, the Concessioner must provide an **AFR no later than 120 days after the last day of its fiscal year or by May 1.** The Concessioner must submit the AFR according to Service policies and guidelines. Instructions and forms for completing and submitting the AFR are located online at <a href="https://www.nps.gov/subjects/concessions/afr.htm">https://www.nps.gov/subjects/concessions/afr.htm</a>.
- (4) Balance Sheet. As required in Section 7(c) the Contract, the Concessioner must provide a copy of its Balance Sheet **within 90 days** following the effective date of the Contract.
- (5) Insurance. At the minimum, **14 days prior to beginning operations** and annually thereafter by **May 1**, the Concessioner must submit to the Service appropriate Certificate(s) of Insurance for all insurance coverage related to its operations under this Contract.
- (6) Personnel Listing. Prior to each operating season, or May 1, whichever is earlier, and as changed, the Concessioner must provide the Business Resources Office with an up-to-date list of key supervisory personnel with job titles and office and emergency phone numbers. The Concessioner must promptly notify the Service of any change in key management personnel.
- (7) Guides List. Prior to each operating season, or **May 1**, whichever is earlier, the Concessioner must provide a written list of all guides with expiration dates of their Wilderness First Responder and CPR certifications to the Business Resources Office and update the list whenever changes occur.
- (8) Vehicle List. Prior to operating each season, or **May 1**, whichever is earlier, and as changes occur, the Concessioner must provide a list of passenger-carrying vehicles used in providing transportation services to the Business Resources Office.

#### C) Incident Reporting

- (1) In the case of an emergency, the Concessioner must call Teton Interagency Dispatch Center (TIDC) at 307-739-3301 (or 911). The Concessioner must immediately report to TIDC the following:
  - (a) Any incident or accident, including motor vehicle accidents or wildlife incidents, resulting in a fatality.
  - (b) Injuries and/or property damage that necessitate a medical, fire, and/or law enforcement response.
  - (c) All motor vehicle accidents regardless of the amount or extent of the damage.
  - (d) Other incidents that may affect Area resources or known or suspected violations of state or federal law.
- (2) A summary of the following must be reported within one week after the incident or receipt of violation notice to the Business Resources Office:
  - (a) Any incident or accident, including vessel, motor vehicle accidents, or wildlife incidents resulting in a fatality.
  - (b) Any incident resulting in personal injury (requiring more than minor first aid treatment) or property damage above \$300 as soon as possible; and
  - (c) Other incidents that may affect Area resources (e.g., human-bat interaction, fires) or known or suspected violations of state or federal law.

## D) Human Illness Reporting

Any suspected outbreak of human illness, whether involving employees or clients, is to be reported promptly to the Service's Public Health Consultant through the Business Resources Office. A suspected outbreak of human illness is two or more persons with common symptoms that could be associated with contaminated water or food sources, or other adverse environmental conditions related to the Concessioner's operations. Reporting forms are available from the Service upon request.

# E) Summary of Initial and Recurring Due Dates

The following table summarizes the preceding reporting requirements and details other reports, plans, payments, and inspections that are the responsibility of the Concessioner.

Title	Schedule	Due Date
Schedule of Operations	Annually	May 1
Rate Monitoring Plan	Initially and As Required	Initially within 60 days of the effective date of contract, and as updated.
Rate Monitoring Information	Annually	Annually by December 15.
Firearm Policy	Initially	Initially within 60 days of the effective date of contract. Thereafter with any changes.
Visitor Acknowledgement of Risk	Initial and Annually	Initially within 60 days of the effective date of contract. Thereafter by May 1 with any changes.
Risk Management Plan	Initial and Annually	Initially within 120 days of effective date of contract. Annually by May 1
Environmental Management Plan	Initial and Annually	Initially within 120 days of effective date of contract. Annually by May 1
Summary of Guest Satisfaction	Annually	December 15
Pre-Season Backcountry Camping Reservations	Annually	Second Friday in November
Visitor Use Statistics Report	Monthly	By the 4 <sup>th</sup> day of the following month
Franchise Fee Report and Payment	Biannually	Initial payment May 15. Additional % amount due within 60 days after the end of the operating season.
Annual Financial Report	Annually	Within 120 days after the last day of its fiscal year or by May 1
Balance Sheet	Initially	Within 90 days of effective date of Contract
Insurance Certificate	Initial and annually	14 days prior to beginning operations. Annually by May 1.
Personnel Listing	Annually	May 1

Title	Schedule	Due Date
Guides List	Annually	May 1
Vehicle List	Annually	May 1
Incident Reporting	As required	
Human Illness Reporting	As required	
Miscellaneous Reports and Data		The Director may require the Concessioner to submit other reports and data regarding its performance under the contract or otherwise, including by not limited to, operational performance.

# Attachment 1: Example Visitor's Acknowledgement of Risks Form

	their officers, agents, employees, and stockholders, and se businesses (hereinafter collectively referred to as ("
skilled, has in inherent in each activity and cannot be eliming. These inherent risks are some of the same elember can be the cause of loss or damage to my	has taken reasonable steps to provide me with appropriate can enjoy an activity for which I may not be formed me this activity is not without risk. Certain risks are nated without destroying the unique character of the activity. The nents that contribute to the unique character of this activity and equipment, or accidental injury, illness, or in extreme cases,does not want to frighten me or reduce my important for me to know in advance what to expect and to be describes some, but not all, of those risks.
[description of risks]	
the description of these inherent risks is not co may result in injury or death. I agree to assun herein and those inherent risks not specifically	entails risks of injury or death to any participant. I understand implete and that other unknown or unanticipated inherent risks ne and accept full responsibility for the inherent risks identified identified. My participation in this activity is purely voluntary, to participate in spite of and with full knowledge of the inherent
activities and that I have responsibilities of has been a	ay require a degree of skill and knowledge different than other es as a participant. I acknowledge that the staff vailable to more fully explain to me the nature and physical hazards, and dangers associated with this activity.
for myself, including all minor children in my personal property and expenses as a result of	in this activity. Therefore, I assume and accept full responsibility care, custody, and control, for bodily injury, death or loss of f those inherent risks and dangers identified herein and those ntified, and as a result of my negligence in participating in this
	cepted the terms and conditions stated herein and acknowledge ling upon myself, my heirs, assigns, personal representative and ding minor children.
Signature	Date
Signature of Parent of Guardian, if participant	is under 18 years of age
Signature	 Date