



leave no trace
CANADA

TRAINER COURSES INDIVIDUAL TRAINING AGREEMENT
WITH INSURANCE

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TRAINER COURSES INDIVIDUAL TRAINING AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, by and between Leave No Trace Canada (LNTC) and Master Educator _____ (“Independent Contractor”) and their respective owners, officers, employees, representatives, and all other persons or entities associated with them. LNTC and Independent Contractors are referred to together as “the parties”. LNTC desires to allow individual Master Educators to use the approved national LNTC curriculum to train individuals as LNTC Trainers. LNTC and Independent Contractor are entering into this Agreement to outline their intent to have Independent Contractor perform these services for LNTC (“services”). In consideration of the promises and covenant contained in this Agreement, and for other good and valuable consideration, LNTC and Independent Contractor agrees as follows:

1. Independent Contractor – services provided

Independent Contractor will provide the following service for LNTC:

- Conduct Trainer courses in accordance with the National LNTC 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 LNTC 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 LNTC.

3. No Agency Relationship

LNTC is in no way directing the conduct of the services and neither LNTC nor Independent Contractor are operating as agent for each other. Neither LNTC nor Independent Contractor has the authority to bind or act for each other, or to assume each other’s obligations or liabilities, other than that 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
- Location and suitability of course activities.

Independent Contractor agrees to include the “Core Components for Trainer Course Curriculum,” in its courses, and to follow the additional guidelines laid out in the attached Training Guidelines.

5. LNTC Responsibilities

LNTC will supply Independent Contractor with examples of course curriculum and related materials for the LNTC Trainer Courses. The independent contractor is responsible for purchasing of educational material.

6. Permits, Licenses and Representatives

Independent Contractor warrants and represents that is 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 pay a fee of \$50.00 to be included in the Leave No Trace Canada policy with their current insurance provider. In order for this insurance to be valid, the independent contractor must be a member in good standing and have a valid training agreement in place. Please refer to clause 16 for requirements.

OR

Independent Contractor agrees to secure an occurrence based comprehensive liability policy in the 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 LNTC as an additional insured, and
2. A waiver or subrogation in favor of LNTC (the insurance company waives any right to seek reimbursement from LNTC).

LNTC's positions as an additional insured will include full coverage for LNTC, whether or not the events activating a claim emanate from LNTC'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 occurrence related to the provision of services.

Independent Contractor agrees to **present LNTC with a letter from the Independent Contractor's insurance company outlining proof of this insurance coverage, together with the endorsement naming LNTC as an additional insured, and waiver of subrogation, 10 days prior to the provision of services.** Independent Contractor shall give LNTC 30 day's written notice of any cancellation of this insurance.

8. Worker's Compensation Coverage

Independent Contractor warrants and represents that each of its employees and representatives have worker's compensation coverage in place to the extent required by law.

9. Agreement to Release, Indemnify and Defend

Independent Contractor agrees to indemnify (indemnify meaning reimburse by payment or otherwise) and defend LNTC with respect to all claims, liabilities, losses, suits or expenses (including costs and reasonable attorney's fees), made or brought by anyone, arising out of or related to the services provided under this agreement, including, injury, damage, death, or other loss which may arise in connection with individual's enrollment or participation in LNTC Trainer courses, or use of Independent Contractors equipment or facilities. Independent Contractor further agrees to release any claims it may have against LNTC, and agrees, it will not make a claim or file a lawsuit against LNTC regarding the services provided under this agreement or, as a result of any injury, damage, death, or other loss which may arise in connection with individual's enrollment or participation in LNTC Trainer courses, or use of Independent Contractors equipment or facilities.

Independent Contractor's agreement to release, indemnify and defend LNTC extends to any losses claimed to be caused, in whole or in part, by acts, omissions or negligence of LNTC, Independent Contractor, LNT 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.

11. Trademark

Independent Contractor may use the name "LNT" or "Leave No Trace," or "Sans Trace" and accompanying logos, in its promotional or information materials describing the provision of Trainer courses. Independent Contractor should take care to clarify the LNTC 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 Alberta 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 province of Alberta, and Alberta provincial 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 and dispute (that cannot be settled by discussion) through mediation before a mutually acceptable Alberta mediator. If the parties dispute and portion of this Agreement, the prevailing party shall be entitled to all costs, including reasonable attorney's fees.

15. Release/Assumption of Risk Document

Independent Contractor shall distribute a copy of LNTC's Disclaimer of Liability and Assumption of Risks form for all participants reading, prior to the start of any LNT Trainer Course.

16. Member in good standing Requirements

- Resume on file with Leave No Trace Canada office
- Copy of valid first aid (minimum 16 hr) and CPR certification, and any other certification that is required for the activities during the course (i.e. kayak, canoe certification with Paddle Canada)
- Copy of Master Educator certificate on file with Leave No Trace Canada office
- Membership paid annually.

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.

- I pay the fee to be covered under LNTC Insurance
- I have my own Insurance and will send documents required at clause 7

Leave No Trace Canada

Signature: _____

Name: _____ Title: _____

Phone: _____ Email: _____

Independent Contractor

Signature: _____

Name: _____ Title: _____

Phone: _____ Email: _____

Name of Organization: _____

Address: _____

Phone: _____ Fax: _____ Email: _____