

**ACCREDITATION PROGRAM AGREEMENT
(BETWEEN ACCT AND OPERATOR)**

THIS AGREEMENT is made this ___ day of _____, 20___ by and between The Association for Challenge Course Technology (“ACCT”) and _____ (hereinafter “OPERATOR”), collectively referred to as “the parties.”

RECITALS

WHEREAS ACCT provides an accreditation program for operators of challenge courses, aerial adventure courses, and zipline tours (hereinafter the “Program”).

WHEREAS, the Operator will be acting in a commercial capacity by operating challenge courses, aerial advantage courses, and zipline tours.

WHEREAS the OPERATOR desires to join the Program and receive ACCT’s Accreditation.

WHEREAS to receive accreditation, OPERATOR must document compliance with the current ANSI/ACCT standards through an external review by qualified parties and meet other requirements outlined in this AGREEMENT as well as the Accreditation Program Documents referenced below and incorporated into this AGREEMENT as Exhibits.

WHEREAS the purpose of the Program is to: provide recognition to operations globally who meet the ACCT Standards and have consistent focus on staff and participant safety; create a benchmark for Authorities Having Jurisdiction regarding operation quality; create a recognizable emblem of program quality for operators; support ongoing efforts to promote high quality, safety-focused operations, and provide awareness of ACCT and its services.

WHEREAS the parties intend to enter into this AGREEMENT in order to set forth the parties’ rights and obligations as part of the Accreditation Program.

For and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

TERMS OF AGREEMENT

SECTION I – ACCT ACCREDITATION PROGRAM

A. OVERVIEW OF ACCT ACCREDITATION PROGRAM

1. Operation Accreditation is a review process administered by ACCT recognizing challenge courses, aerial adventure/trekking parks, ziplines, and canopy tour sites (referred to as courses) that meet the procedural and standard compliance requirements established by ACCT.
2. The accreditation is conferred on one site which has demonstrated compliance with the ACCT Standards through inspection, training documentation and a detailed onsite operation review. Organizations having multiple sites will require a separate review process for each location.

3. Oversight of Accreditation will be provided by the ACCT Staff and with the advice and support of the Accreditation and Certification Committee.
4. All Operation Accreditation site visits will be provided by a reviewer meeting the ACCT Operational Reviewer qualifications and approved by ACCT Staff. Reviewers will complete an ACCT Site Visit report form.
5. As described below, applicants will complete an application and will forward the required documents and fees to ACCT Staff.

B. PURPOSE OF THE OPERATION ACCREDITATION PROGRAM

1. The purpose of Operation Accreditation is to identify challenge course, aerial adventure/trekking park course, zipline and canopy tour organizations that serve the general public through a commitment to quality, professional conduct/business practices and ongoing use and adherence to industry standards. Organizations will be required to demonstrate compliance with all accreditation requirements and in compliance with the current ANSI/ACCT standards.
2. Operation Accreditation benefits the industry, organization and staff being reviewed, and the end user by: elevating professionalism in the operation of challenge course operations; providing accountability of the organization through ongoing quality review; identifying a list of accredited organizations; recognizing the commitment of accredited organizations towards industry excellence; creating a benchmark for Authorities Having Jurisdiction regarding operation quality; and providing awareness of ACCT and its services.
3. The operation review is one component of the overall Operation Accreditation Process. The operation review is necessary to verify compliance with the current version of the ANSI/ACCT *Operation Standards*.

C. PROCEDURE

1. Operation Accreditation will be administered by the ACCT Staff under the authority of the Executive Director. All ACCT Forms will be created and updated by the ACCT Staff.
2. An advisory and appeals panel will be established and maintained by the Accreditation and Certification Committee (ACC) to assist the ACCT staff, providing a collective resource with a broad knowledge base.
3. The advisory group shall be established and maintained by the Accreditation and Certification Committee and will be called the Operation Accreditation Panel (OAP). The OAP will consist of not less than five (5) and not more than eleven (11) members. A staff member as assigned by the Executive Director will be a non-voting member of the OAP.
4. OPERATOR shall submit documentation to ACCT, which is set forth in the Accreditation Program Documents incorporated herein and attached as Exhibits.
5. Once accredited OPERATOR shall receive: digital files of the current ACCT Accredited Operation logo that OPERATOR may use and display; an accreditation certificate and the right to display it at the accredited location; listing on the ACCT website as an Accredited Operation; and additional benefits described in the Accreditation Program Documents, which are Exhibits to this AGREEMENT.

D. ACCREDITATION PROGRAM DOCUMENTS/EXHIBITS

1. The following documents constitute the Accreditation Program Documents, which are hereby made Exhibits and incorporated and made a part of this AGREEMENT, though in the event that any provision of an Exhibit conflicts with this AGREEMENT, the terms of this AGREEMENT shall control:

EXHIBIT A - ACCT OPERATION ACCREDITATION POLICY

EXHIBIT B - ACCT OPERATION ACCREDITATION MANUAL

EXHIBIT C - ACCT OPERATION ACCREDITATION PROCESS

EXHIBIT D - OPERATION APPLICATION (OPERATORS)

EXHIBIT E - PROFESSIONAL INSPECTION COVER SHEET

EXHIBIT F - TRAINING AFFIDAVIT

SECTION II – PARTIES’ OBLIGATIONS AS PART OF THE ACCT ACCREDITATION PROGRAM

1. OPERATOR agrees to complete and submit to ACCT the “OPERATION APPLICATION (OPERATORS),” which is EXHIBIT D to this AGREEMENT. OPERATOR also agrees to update the Application and inform ACCT in writing if information in the Application changes. By signing this AGREEMENT and the Application, OPERATOR is attesting to the following:

“I hereby declare that the statements and responses to the questions herein are accurate and true and that I have not omitted, misrepresented, or misstated any facts. I acknowledge that the statements and responses contained in this application shall become a part of the accreditation issued by the Association for Challenge Course Technology (ACCT) and that any misrepresentation or omission may void such status. I understand and agree that the completion of this application does not bind ACCT to issue the status of Accredited Operation. Further, I understand that any misrepresentation or omission in this application may void the contract and give ACCT a right to deny, rescind, or void accreditation and that any future findings of misrepresentation or omission may give ACCT a right, at its sole discretion, to rescind, void or suspend accreditation and/or my membership in ACCT.”

2. OPERATOR also agrees to provide a Certificate of Good Standing or equivalent (North America and other jurisdictions as applicable).

3. OPERATOR agrees to notify ACCT in writing and within 48 hours of any and all major accidents requiring treatment at a hospital or transportation to a medical facility, or any work-related injury or illness resulting in time away from work. OPERATOR agrees to notify ACCT in writing with-in 24 hours of any fatality on the site.

4. OPERATOR agrees to notify the ACCT Office within 15 calendar days if any of the following events:

- A lapse in required insurance coverage occurs
- The operation fails to pass a course inspection or operation review
- The operation is named in a lawsuit
- The operation becomes insolvent, enters into bankruptcy proceedings, or elects dissolution
- A change in management occurs that results in a loss of certified personnel
- A change in ownership

5. OPERATOR agrees to display and use the ACCT Accredited Operation Logo according to the ACCT Logo Use Policy.
6. OPERATOR agrees to complete the ACCT Annual Report each year by the identified deadline.
7. OPERATOR agrees to pay annual membership dues and fees by the identified deadline.
8. OPERATOR agrees to read and adhere to the ACCT digital information confidentiality and use document.
9. OPERATOR agrees to provide the current course inspection report including ACCT Inspection Cover Sheet.
10. OPERATOR agrees to provide the ACCT Training Affidavit(s) for all current staff, including supporting documentation.
11. OPERATOR agrees to provide the Operation Review Site Visit Report.
12. OPERATOR agrees to make its facilities available for inspection by Program Reviewers with advance notice of ___ days. Reviewers will not interfere with the Operator's business operations. Reviewers will cooperate with the Operator in scheduling a day and time that is satisfactory to the Operator.
13. As part of this AGREEMENT, OPERATOR attests that the operation referenced in this application is in full compliance with all applicable laws in the jurisdictions it has operations in.
14. OPERATOR attests that the operation for which this application is submitted is in full compliance with all applicable Operation Standards as listed in the current ANSI/ACCT Challenge Course and Canopy/Zipline Tour Standards.
15. OPERATOR shall provide proof of ongoing course operations for a minimum of one (1) year.
16. OPERATOR will comply with the Annual Reporting Requirements outlined in the Accreditation Program Documents.
17. **Annual Dues.** OPERATOR will remain current on all dues and fees owed to ACCT as part of the Program. Payment shall be due within thirty days of the OPERATOR's receipt of the invoice from ACCT, or interest at a rate of two (2) percent per month on the outstanding balance due will be assessed. Unless an alternate payment arrangement is agreed to by both parties, accounts which are more than 90-days delinquent may be subject to collection, which may result in collection fees up to 33% of the account balance, plus interest. If this AGREEMENT is cancelled, all amounts owed must be paid in full.

18. **Three Year Renewal of Accreditation.** OPERATOR will be reminded by the ACCT Office when they are approaching renewal of their accreditation. A list of required documents and a deadline for submission of documents will be provided. It is OPERATOR'S responsibility to engage with Qualified Parties as outlined in VI. 1 above to complete all related assessments and documentation as required by ACCT. The operation must submit all required documentation by the established deadline, as well as maintain an active ACCT membership in the B2C category. The renewal package will be reviewed as per VI. 2 above.

19. **Accreditation Logo.** Upon Approval of Application, and contingent on the OPERATOR meeting its obligations under this AGREEMENT, ACCT will provide electronic print ready ACCT Accredited Operation Logo in vertical and horizontal format.

20. **Certificate of Accreditations.** Upon Approval of Application, and contingent on the OPERATOR meeting its obligations under this AGREEMENT, ACCT will Provide a certificate of Accreditation stating the expiration date of the Accreditation. .

21. **Publication of Status on ACCT Website of Accredited Programs.** Upon Approval of Application, and contingent on the OPERATOR meeting its obligations under this AGREEMENT, ACCT will Add Accredited Operation's name and information to the ACCT Website of Accredited Programs.

22. ACCT Staff will also be responsible for the following on an ongoing basis:

- Adding newly accredited operations to the ACCT Website;
- Operation profiles include contact information and a link to operations' websites;
- Sending out annual membership dues notifications, annual reporting notifications, and reaccreditation notifications;
- Managing communication between ACCT, Accredited Operation, and OAP; and
- Providing completed Annual Reports to the OAP for review

23. **Release of Liability.** OPERATOR will utilize, for its own benefit and ACCT's benefit, a Release of Liability Agreement (i.e., waiver agreement) for its operations and have all clients, customers and employees sign the Release of Liability Agreement, which shall name ACCT (including its employees, agents, officers, directors and affiliates) as named releasees. OPERATOR shall ensure that its Release complies with the law of the jurisdictions it has operations in. ACCT shall have the right to review the OPERATOR's Release of Liability form to ensure ACCT is included as a release.

SECTION III – DISCLAIMERS

1. The parties both acknowledge that operation of, and participation in, challenge course programs, including high and low challenge course elements, climbing, ziplining, and aerial trekking, involve risk that necessitates comprehensive management planning. Accidents may occur even if the standards of the Program are followed.
2. ACCT does not assume, and expressly denies, responsibility and legal liability for loss or damage to persons who rely on these standards, or who use the activities, facilities, equipment or services contemplated by them.

3. In writing standards and developing a system to review and systematically accredit that an operation met current ACCT standards on a given day and at a given time, ACCT does not intend to create legal duties or liabilities, for ACCT or for those who rely on the standards, which would not otherwise exist.
4. An operator's compliance with the ACCT Accreditation Program is not a guarantee of the OPERATOR'S compliance with state and federal laws, regulations, industry standards, or manufacturers requirements.
5. An OPERATOR'S membership in the ACCT Accreditation Program is not a guarantee of safety, nor does accreditation mean that accidents and injury cannot occur.

SECTION IV – DURATION OF AGREEMENT AND TERMINATION

1. Accreditation is for a three (3) year term, at which point the OPERATOR may seek to renew its accreditation pursuant to the terms of the Accreditation Program Documents.
2. ACCT, at its sole discretion, has the right to suspend or terminate this AGREEMENT and accreditation, if it determines the OPERATOR breached or failed to comply with the terms of this AGREEMENT and the Accreditation Program Documents. In the event ACCT suspends or terminates this AGREEMENT and accreditation, it will provide written notice to the OPERATOR stating the grounds for suspension or termination. Suspension and termination do not entitle OPERATOR to reimbursement of annual dues already paid.

SECTION V – INSURANCE AND INDEMNITY

- 1. Insurance Requirements for Operators inside of the United States.** OPERATOR shall procure and maintain at its sole expense insurance of the following types of coverage and limits of liability: (1) Worker's Compensation insurance for OPERATOR's employees as required by law and employers' liability, and disability benefits as required under the laws of the jurisdiction in which the OPERATOR operates; (2) Auto Insurance for operations and the transport of passengers or staff by company owned, leased, or rented vehicles, including Comprehensive Business Automobile Liability Insurance; and (3) Commercial General Liability Insurance, including liability rising from premises operations, independent contractors, products, property loss, operations, personal injury, and advertising injury, including injury to athletic participants, and associated defense costs. Operator shall maintain this insurance so long as this AGREEMENT is in effect and during the period of accreditation. The insurance for each policy shall include limits of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate, and shall name ACCT as an additional insured. In the event of an accident, loss, claim or suit, OPERATOR'S general liability policy shall be primary to ACCT's insurance, if any.
- 2. Insurance Requirements for Operators outside the United States.** If the OPERATOR is applying for Operation Accreditation and operating in jurisdictions outside the United States, the OPERATOR shall submit with their application a signed letter outlining the insurance requirements of their jurisdiction. Proof of appropriate insurance shall be submitted to the OAP for review and verification.
- 3. Certificate of Insurance.** OPERATOR agrees to furnish ACCT copies of certificates of insurance confirming the insurance stated above. ACCT shall be listed as a certificate holder and provided 30-days' notice of cancellation as evidenced by the Certificate of Insurance. The Certificate of Insurance shall be dated within

30 days of the application being submitted, or will be provided within ten (10) from the date a request is made for such certificates

4. Indemnification. OPERATOR (including, without limitation, its subsidiaries and affiliates) agrees to defend, indemnify and hold ACCT (including its subsidiaries, affiliates, members, owners, officers, directors, employees, contractors, agents and representatives) harmless from any and all claims, demands, losses, liabilities, damages, taxes, fines, repayment obligations, or expenses, including court costs and reasonable attorney's fees (including any proceeding by any of the Operator/Member's customers, guests, employees, agents or subcontractors) that are based on: ACCT's accreditation of the Operator under the AGREEMENT; Operator's business operations; any alleged negligent act or omission of the Operator; or, injuries or death to persons or damage to property in any way arising out of or occasioned by, caused or alleged to have been caused by or on account of the performance of services by the Operator, or its employees, representatives and agents. With respect to the Operator's indemnification and defense obligations, the Operator shall defend ACCT, upon ACCT's request, against any claim, demand or suit for which the Operator has agreed to indemnify ACCT. ACCT may, at its option, conduct the defense in any such claim, demand or suit, and the Operator agrees to cooperate fully with such defense. ACCT agrees to notify the Operator within a reasonable time of any written claims or demands against ACCT. OPERATOR'S duty to defend, indemnify and hold ACCT harmless shall extend to any and all Claims brought by customers, clients, employees, or agents of OPERATOR against ACCT relating to or arising out of the OPERATOR'S business operations, this AGREEMENT or the Accreditation Program regardless of who is alleged to be at fault.

SECTION VI - GENERAL PROVISIONS APPLICABLE TO THE PROGRAM AND THIS AGREEMENT

1. Governing Law. This AGREEMENT, the construction and enforcement of its terms, and the interpretation of the rights and duties of the parties, shall be governed solely by the laws of the State of New York.

2. Arbitration. Any controversy or claim arising out of or relating to this AGREEMENT, or the breach thereof, shall be determined by arbitration administered by the International Center for Dispute Resolution ("ICDR") in accordance with its International Arbitration Rules. All disputes shall be heard by a single arbitrator, appointed by the ICDR. The language of the arbitration shall be English and the arbitration shall take place in New York City, State of New York, USA. The award shall be rendered within four (4) months of the commencement of the arbitration, unless such time limit is extended by the arbitrator.

3. No Consequential Damages. In no event shall ACCT be liable to the OPERATOR or others, in contract, tort, strict liability, negligence, warranty, or other common law or statutory claims, for any special, incidental or consequential damages, such as, but not limited to, delay, disruption, loss of product, loss of anticipated profits or revenue, loss of use, non-operation or increased expense of operation, cost of capital, or cost to purchase equipment systems or power.

4. Limitation of Liability. The OPERATOR agrees to limit the liability of ACCT to the OPERATOR for the Program for claims of any nature or theory, including, but not limited to, claims arising out of this AGREEMENT, torts and negligent acts, errors or omissions, and all other common law and statutory claims, such that the total aggregate liability for damages, including attorney's fees and costs, shall not exceed \$50,000.00 or the total billed and paid fees by OPERATOR to ACCT for the Program, whichever amount is less.

5. The Statute of Limitations Period. No lawsuit or action, including arbitration, can be brought against ACCT unless the action is started within three (3) years after the date of loss.

6. No Third-Party Rights. The AGREEMENT and all rights under the AGREEMENT are intended for the sole benefit of the Parties (ACCT and the Operator), and they shall not imply or create any rights on the part of, or obligations to, any other Person except as, and then only to the extent, expressly provided elsewhere in this AGREEMENT.

7. Integration. This AGREEMENT, including the Exhibits (Accreditation Program Documents), contain the entire agreement between the parties with respect to the subject matter in this AGREEMENT and supersedes all previous agreements, negotiations, discussions, writings, understandings, commitments and conversations with respect to such subject matter. There are no agreements or understandings between the parties other than those set forth in this AGREEMENT. Any amendments or modifications to this AGREEMENT shall be in writing and executed by both parties.

8. Severability. The provisions of this AGREEMENT are intended to be interpreted and construed in a manner so as to make such provisions valid, binding and enforceable. In the event that any provision of this AGREEMENT is determined to be partially or wholly invalid, illegal or unenforceable, then such provision shall be deemed to be modified or restricted to the extent necessary to make such provision valid, binding, and enforceable, or if such provision cannot be modified or restricted in a manner so as to make such provision valid, binding and enforceable, then such provision shall be deemed to be excised from this AGREEMENT and the validity, binding effect and enforceability of the remaining provisions of this AGREEMENT shall not be affected or impaired in any manner.

9. Survival of Covenants and Warranties. All covenants and warranties contained in this AGREEMENT are contractual and shall survive the suspension or termination of this AGREEMENT.

10. Headings. Headings are intended solely as a convenience and shall not control the meaning or interpretation of any provision of this AGREEMENT.

11. Construction. The Parties acknowledge that they and their respective counsel have reviewed this AGREEMENT in its entirety and have had a full and fair opportunity to negotiate its terms. Each Party therefore waives all applicable rules of construction that any provision of this AGREEMENT should be construed against its drafter and agrees that all provisions of the AGREEMENT shall be construed as a whole, according to the fair meaning of the language used.

12. Counterparts and Facsimile or Electronic Signatures. This AGREEMENT may be executed in multiple, original counterparts by the Parties hereto, each of which shall be deemed an original, but which taken together shall constitute one and the same instrument effective as of the date each Party hereto has executed multiple counterparts hereof. Facsimile or electronic PDF copies of the Parties' signatures shall be treated as originals.

15. Cooperation. The Parties agree to work with each other to execute such other and further documents as are necessary to effectuate the intent of this AGREEMENT.

16. Notice. To the extent OPERATOR is required to provide written notice to ACCT per the terms of this AGREEMENT, that notice shall be sent by both mail and email to:

Association for Challenge Course Technology

Attn: Program Department
P.O. Box 19797
Boulder Colorado 80308 USA
heather@acctinfo.org and shawn@acctinfo.org

To the extent ACCT is required to provide written notice to the Operator per the terms of this AGREEMENT, that notice shall be sent by both mail and email to:

By the signing of this AGREEMENT, the OPERATOR and the ACCT acknowledge they have authority to enter into this AGREEMENT, they have fully read and understood the AGREEMENT, and they agree to the terms and conditions set forth above.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this AGREEMENT in triplicate on the respective dates indicated below:

The Association for Challenge Course Technology

By: _____
Type Name: _____
Title: _____
Date: _____

OPERATOR

By: _____
Type Name: _____
Title: _____
Name of Operator: _____
Date: _____

LISTING OF EXHIBITS TO THE AGREEMENT:

EXHIBIT A - ACCT OPERATION ACCREDITATION POLICY

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