

**Original Wisdom, LLC Participant Organizational Program Agreement**

This agreement ("Agreement"), of even date herewith, by and between Original Wisdom, LLC ("OW"), with a principal place of business of 225 Haley Road, Ledyard, CT 06339 and \_\_\_\_\_, the Participant Organization (referred to in the singular as "PO" hereinafter), having a principal place of business address of \_\_\_\_\_.

WHEREAS, OW provides certain guided tracking, environmental education, travel and tourism services and programs (referred to as "Programs") that provide a cultural and scientific enrichment to the participants that attend them. These include Programs that provide cultural exposure, field ecology and tracking experiences for its participants that take place all over the world, including but not limited to South Africa and North America.

WHEREAS, the PO wishes to engage the services of OW to permit members of the PO to participate in one of OW's Programs.

WHEREAS, OW and the PO have agreed to the terms as set forth in this Agreement for a Program offered by OW and set forth below.

NOW Therefore, in exchange of the consideration of the mutual covenants in this Agreement, and for the sums agreed to be due from PO to OW, as acknowledged in hand and received, the PO and OW agree to be bound to one another as follows:

1. Type of Program: The PO has engaged OW for the following type of Program:

\_\_\_\_\_,  
and as set forth below. PO acknowledges having received a detailed program document that adequately describes the particulars of the Program to the PO's satisfaction. Further, by signing this Agreement, PO acknowledges that it has distributed the details of the program to all members of PO that will attend the Program from PO. By executing this Agreement, the PO agrees that the PO is satisfied with the Program's contents and description.

Name of program:

\_\_\_\_\_

Proposed dates of program:

\_\_\_\_\_

2. Estimated Costs for Program and Payment Schedule. The agreed upon estimated costs for the Program and Payment Schedule are set forth in the attached Schedule A.

3. Notice and PO Contact Information.

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Name of Participant Organization

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Name of participant organization's host leaders (faculty, staff, or other representative)

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Address of Participant Organization (Street, City/Town, State, Zip Code)

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Email

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Phone

For purposes of communication, all notices and correspondence under this Agreement with PO are required to be made through email at the email address provided above. Any correspondence with OW shall be via email at [kersey@originalwisdom.com](mailto:kersey@originalwisdom.com).

4. Release of Liability, Representation of Ability to Participate and Terms of Indemnity. By executing this Agreement, the PO, for itself and its members hereby explicitly and expressly releases OW, its agents, volunteers, employees, officers, members, contractors and assigns, of any and all liability, including from risks associated with the Coronavirus and any other unforeseen circumstances, including but not limited to those risks of travel to and from this Program, and in all venues and activities during the Program, including staying at venues and participating in activities in areas with dangerous animals.

PO acknowledges that some of the activities of the Program can be inherently dangerous, as can be the experience of travelling to the destinations involved in the Program. OW does not and will not guarantee the safety of any participants in the Program. By engaging OW for these services, the PO acknowledges the potential of safety risks, both to the attending members of the PO (including illness and death) and property of the PO, without recourse against OW or those associated with OW, as described above.

The potentially dangerous activities may include without limitation, tracking and awareness exercises, conservation philosophy, practicing survival skills and techniques, bush walks, game drives, and other activities that involve dangers and hazards. The PO, on behalf of

itself and its attending members, have considered these risks and understand the potential for such damage and/or injury that may be incurred by representatives of the PO and its attending members as a result of participation in OW activities and hereby assume such risks and agree to forever waive, release, discharge, indemnify, defend and hold harmless OW, its owners, directors, officers, employees, contractors, agents, successors and assigns (collectively, the “indemnitees”) from and against, any and all claims, damages, suits, actions, demands and liabilities of any nature whatsoever arising out of, because of, or due to the PO and its attending members involvement in the Program activities, including but not limited to, the operations OW, the acts or omissions OW, its employees, volunteers, representatives or other participants, and travel provided by OW to and from or during any activities or programs offered by OW that require the PO and its attending members to travel.

Further, the PO acknowledges and agrees that the activities of OW may involve substantial and often difficult and strenuous physical activities in areas with dangerous animals and circumstances. To the best of my knowledge, attending representatives of the PO and its attending members are physically and mentally fit and able to engage in any such physical activity and if requested by OW, representatives of the PO and its attending members agree to furnish a physician’s statement to that effect. It is understood that OW, nor the Indemnitees, take responsibility for the physical and mental condition of representatives of the PO and its attending members and that representatives of the PO and its attending members or parent and/or guardian of PO, the representatives of the PO and its attending members alone are responsible for such conditions. Representatives of the PO and its attending members further attests that representatives of the PO and its attending members possess his/her own health and hospitalization policy or is named as an insured under another health and hospitalization insurance policy. Representatives of the PO and its attending members further grant OW, its employees, agents and representatives’ permission to take whatever action is necessary for the health and welfare of representatives of the PO and its attending members including consenting on representatives of the PO and its attending members behalf to any and all medical treatment and/or hospitalization and further agree to hold harmless, indemnify and reimburse OW and the Indemnitees for all medical expenses incurred by OW arising from or related to the medical or other treatment of representatives of the PO and its attending members.

PO consents to OW’s reserving the right to exclude any representatives of the PO and its attending members from participating or taking part in any activity during the Program that OW believes the PO cannot perform or safely participate in.

5. Recommendation of Insurance and Related Risks. OW strongly recommends that the PO, at its own cost, obtain insurance for the Program and for travel. In the event of a cancellation due to a pandemic related event or other international/national “act-of-nature,” or emergency, this Program may be postponed, and it is likely to include changes, including increased costs.

PO acknowledges that there are *no refunds* for this Program. If the representatives of the PO or any of its attending members should need to cancel, OW will attempt to work with representatives of the PO and its attending members, with no guarantee of an acceptable solution,

to try and fill their spots in the Program (less a 10% fee per person, of the total program cost, to cover administrative and cancellation costs). However, nothing in this paragraph is deemed to change or alter the cancellation policy as stated herein.

6. OW's Reservation of Rights to Alter Program. OW reserves the right to alter the Program, including but not limited to its venues, activities, and staff. All efforts will be made to ensure that the alterations, if necessary, are of equal or greater value.

7. Rights to Publish Photos and Videos and use on Social Media and Related Apps. OW often creates logistical and social groups for each program, such as on WhatsApp (optional to join), to communicate with each other before the program, and to share photos and videos during the program. Photos and videos of the representatives of the PO and its attending members may be shared in the group, as well as photos and videos that the representatives of the PO and its attending members contribute to the group, could be used in other social media or marketing forums, by any other Participant, and without crediting the Participant creator/author of this media. The representatives of the PO and its attending members attendance in this program indicates an agreement with this and the release that any media from the PO's Program made be shared publicly in this manner. PO acknowledges that OW is the sole owner of such media materials it gathers during the Program in perpetuity.

8. Agreement to be Supervised. By executing this Agreement, the PO, through its representative agrees to participate in any and all activities associated with the Program and to grant OW, its owners, directors, officers, employees, contractors, agents and representatives, permission to supervise representatives of the PO and its attending members in their participation in any and all of OW activities and to provide transportation for representatives of the PO and its attending members when necessary to participate in any of OW activities.

9. Cancellation Policy. OW's cancellation policy can be found at the following link. By executing this Agreement, PO acknowledges reading the cancellation policy and agreeing to its terms: <http://www.originalwisdom.com/our-policies/>

10. Choice of Law/Venue. By executing this Agreement, PO agrees that this Agreement is to be interpreted under the laws of the State of Connecticut, of the United States of America, in the Judicial District of New London Superior Court.

11. Answers to Frequently Asked Questions. For answers to frequently asked questions, please visit: <http://www.originalwisdom.com/faqs-frequently-asked-questions/>

12. Suggested Packing List. For a suggested packing list, please visit: <http://www.originalwisdom.com/what-to-bring-to-ngala-camp/>

13. PO Obligation to Obtain Attending Member Form. By signing this Agreement, PO agrees that it is required to inform, in writing, each individual to attend the Program, including the representatives of the PO that will be in attendance, of the contents of this agreement, and obtain written signatures from them for this agreement as set forth in Schedule B.

14. Miscellaneous.

- a. If either party is found in breach of this Agreement by a court of competent jurisdiction, the prevailing party shall be entitled to its costs, including attorney's fees and costs, of either enforcing the terms of this Agreement or defending the same.
- b. This Agreement may be amended, modified, or supplemented only by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- c. By signing this Agreement, the PO recognizes that the individual signing below on behalf of the PO is duly authorized to execute this Agreement and is acting with the authority to bind the PO, and that OW may rely on said authorization.
- d. PO agrees and acknowledges that it is responsible for the communication and coordination of the details of the Program with the attending members of the PO.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Date: 19 Aug 2024

Original Wisdom, LLC

[PO Name]

By \_\_\_\_\_  
Name: Dr. Kersey Lawrence  
Title: Founder/Member

By \_\_\_\_\_  
Name:  
Title:  
Duly Authorized

**SCHEDULE A**  
**PROGRAM COST SCHEDULE**

**Program Cost Schedule per PO attending member:**

This schedule refers to the detailed program document (attached) that adequately describes the particulars of the Program to the PO's satisfaction, including the cost and payment schedule of the Program. By executing this Agreement, the PO agrees that the PO is satisfied with the Program's contents and description.

Costs for Program. The agreed upon costs per attending member of the PO for the Program are set forth below.

Price per member:

Number of members:

Price per group leader:

Number of group leaders:

Payment of Program Costs. The PO agrees to following schedule for above-described payments for the Program:

Non-refundable deposit amount and due date:

Number of, amount and dates for each non-refundable payment:

Second Payment due , \$ USD

Third Payment due , \$ USD

The PO agrees to pay any fees incurred to transfer these amounts.

## SCHEDULE B

### Participant Organization Member Individual Form and Waiver

The individual signing below (referred to as the “Participant,” hereinafter) represents that he/she is a member of \_\_\_\_\_, the Participating Organization (“PO”) and is a participating attendee enrolled in following Program with Original Wisdom, LLC (“OW”):

Name of program:

\_\_\_\_\_

Proposed dates of program:

\_\_\_\_\_

The Participant further agrees as set forth below:

1. Participant’s Attendance through PO. The Participant is attending the Program as a member of the PO and agrees to be bound by the terms of the PO’s participation agreement with OW where applicable.

2. Cost of Program. The Participant agrees to be responsible for the costs of the Program and the payment schedule agreed to with the PO, and between the PO and OW.

3. Release of Liability, Representation of Ability to Participate and Terms of Indemnity. By executing this Form, the Participant, for themselves and through their legal guardian or parents, hereby explicitly and expressly releases OW, its agents, volunteers, employees, officers, members, contractors and assigns, of any and all liability, including from risks associated with the Coronavirus and any other unforeseen circumstances, including but not limited to those risks of travel to and from this Program, and in all venues and activities during the Program, including staying at venues and participating in activities in areas with dangerous animals.

Participant acknowledges that some of the activities of the Program can be inherently dangerous, as can be the experience of travelling to the destinations involved in the Program. OW does not and will not guarantee the safety of any participants in the Program. By engaging OW for these services, the Participant acknowledges the potential of safety risks, both to the person (including illness and death) and property of the Participant, without recourse against OW or those associated with OW, as described above.

The potentially dangerous activities may include without limitation, tracking and awareness exercises, conservation philosophy, survival, bush walks, game drives, and other activities that involve dangers and hazards. The Participant, on behalf of themselves, and the Participant’s heirs, executors, legal representatives and assigns, have considered these risks and understand the potential for such damage and/or injury that may be incurred by Participant as a

result of participation in OW activities and hereby assume such risks and agree to forever waive, release, discharge, indemnify, defend and hold harmless OW, its owners, directors, officers, employees, contractors, agents, successors and assigns (collectively, the “indemnitees”) from and against, any and all claims, damages, suits, actions, demands and liabilities of any nature whatsoever arising out of, because of, or due to Participant’s involvement Program activities, including but not limited to, the operations OW, the acts or omissions OW, its employees, volunteers, representatives or other Participants, and travel provided by OW to and from or during any activities or programs offered by OW that require the Participants to travel.

Further, the Participant acknowledges and agrees that the activities of OW may involve substantial and often difficult and strenuous physical activities in areas with dangerous animals and circumstances. To the best of my knowledge, Participant is physically and mentally fit and able to engage in any such physical activity and if requested by OW, Participant agrees to furnish a physician’s statement to that effect. It is understood that OW, nor the Indemnitees, take responsibility for the physical and mental condition of Participant and that as Participant or parent and/or guardian of Participant, the Participant alone is responsible for such conditions of Participant. Participant further attests that Participant possesses his/her own health and hospitalization policy or is named as an insured under another health and hospitalization insurance policy. Participant further grants OW, its employees, agents and representatives’ permission to take whatever action is necessary for the health and welfare of Participant including consenting on the Participant’s behalf to any and all medical treatment and/or hospitalization and further agree to hold harmless, indemnify and reimburse OW and the Indemnitees for all medical expenses incurred by OW arising from or related to the medical or other treatment of Participant.

Participant consents to OW’s reserving the right to exclude any Participant from participating or taking part in any activity during the Program that OW believes the Participant cannot perform or safely participate in.

4. Recommendation of Insurance and Related Risks. OW strongly recommends that the Participant, at their own cost, obtain insurance for the Program and for their travel. In the event of a cancellation due to a pandemic related event or other international/national “act-of-nature,” or emergency, this Program may be postponed, and it is likely to include changes, including increased costs.

Participant acknowledges that there are *no refunds* for this Program. If the Participant should need to cancel, OW will attempt to work with you, with no guarantee of an acceptable solution, to try and fill your spot in the Program (less a 10% fee per person to cover administrative and cancellation costs). However, nothing in this paragraph is deemed to change or alter the cancellation policy as stated herein.

5. Rights to Publish Photos and Videos and use on Social Media and Related Apps. OW often creates logistical and social groups for each program, such as on WhatsApp (optional to join), to communicate with each other before the program, and to share photos and videos during the program. Photos and videos of the representatives of the PO and its attending members may be shared in the group, as well as photos and videos that the representatives of the PO and its



attending members contribute to the group, could be used in other social media or marketing forums, by any other Participant, and without crediting the Participant creator/author of this media. The representatives of the PO and its attending members attendance in this program indicates an agreement with this and the release that any media from the PO's Program made be shared publicly in this manner. PO acknowledges that OW is the sole owner of such media materials it gathers during the Program in perpetuity.

6. Cancellation Policy. OW's cancellation policy can be found at the following link. By executing this Agreement, Participant acknowledges reading the cancellation policy and agreeing to its terms: <http://www.originalwisdom.com/our-policies/>

7. Answers to Frequently Asked Questions. For answers to frequently asked questions, please visit: <http://www.originalwisdom.com/faqs-frequently-asked-questions/>

8. Notice and Participant Contact Information.

Participant Contact Information:

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Name (please print)

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Address (Street, City/Town, State, Zip Code)

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Email

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Phone

Further, the Participant agrees and acknowledges that he/she is attending the Program through the PO and that the Participant shall direct all communications regarding the Program with the PO and not OW.

Agreed and acknowledged by:

Participant Signature:

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Date:

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