



**Active Membership Agreement**  
**Between the Certified Guide Co-op (CGC) and an Active CGC Member**  
Certified Guides Co-op, 6795 418<sup>th</sup> Ave SE, Snoqualmie, WA 98065

This Active Membership Agreement ("Agreement") is made as of the date of signature below (the "Effective Date") by and between the Certified Guides Cooperative, a not-for-profit cooperative dedicated to providing access to certified guides having administrative offices at 6795 418<sup>th</sup> Ave SE, Snoqualmie, WA 98065 ("CGC") and \_\_\_\_\_, a certified guide ("Member") (each individually a "Party" and together the "Parties"). CGC and Member hereby agree as follows:

**1. CGC Obligations**

- a. Insurance. CGC will provide to Members, under the terms defined herein, liability insurance as specified in the applicable policy. Member may request a copy of the policy.
- b. Permits. CGC will obtain, hold, and maintain specific permits which provide commercial access to the certified Member. An updated list of currently available permits will be maintained on the CGC website. There is no guarantee that any particular permit will be available from year to year.
- c. Website. CGC will maintain a website where the Member may update their contact information and complete other administrative responsibilities.
- d. CGC President. The CGC President for all issues related to the development and delivery of the CGC under this Agreement shall be: Geoff Unger
- e. Member-Owners. The AMGA and IFMGA will certify the Member, and Member's certification is approved by the CGC. Under this Agreement and the cooperative structure outlined by Washington State laws, Member is a co-owner of the CGC. CGC Members are not CGC employees.
- f. Start Date/End Date. This Agreement will have a Start Date as of the date of signature below. This Agreement will remain in force for 365 calendar days from the Start Date.
- g. Active Membership Requirements. Member is expected to meet the minimum CGC Active Membership requirements as outlined in the CGC Bylaws. Before approving a Member, the CGC will review the letters of application and certifications as submitted by the Member in accordance with CGC Bylaws.
- h. Pluralism. CGC provides equal opportunity without regard to race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or status as a disabled veteran or Vietnam era veteran in accordance with CGC policy and applicable federal and state statutes and regulations.

**2. Member Obligations**

- a. Ongoing Certification. Member will meet and continue to meet the requirements for remaining a Member of the CGC, as defined in the CGC Bylaws, during the entire term of this agreement.
- b. Terrain Guidelines. Member agrees to guide within the terrain guidelines set by his/her AMGA or IFMGA certification and adopted by the CGC. Terrain guidelines are listed in the CGC Guide Manual.
- c. Permit Areas. While guiding a trip using CGC insurance and/or permits, the Member agrees to guide only in areas where the CGC holds a permit or in areas the Member is legally allowed to guide.

- d. Insurance Compliance. The Member agrees to follow all limitations and requirements specified in the CGC's liability insurance. The Member understands and accepts that it is his/her responsibility to understand the liability policy.
- e. Active Membership Fee. The Member agrees to pay the Active Member Fee, which is separate from the one-time membership share.
- f. Daily Fee. The Member agrees to pay the CGC the daily use fee within the time period set forth in the CGC Guide Manual.
- g. Trip Reporting. The Member agrees to disclose the following information regarding his/her client user days: date(s), location(s), client details, and trip revenue per the CGC Guide Manual.
- h. Additional Fees. The Member agrees to pay the appropriate land use percentage, dictated by the land manager.
- i. Accident Reporting. In the event of an accident or "close call" the Member agrees to promptly provide a written report detailing the events to the CGC office.
- j. Skill Level. The Member must consider his/her physical and technical limitations and only attempt routes that are suitable for his/her skill level.
- k. Waivers. The Member agrees to return client forms to the CGC Office within 30 days of a trip. If mailed, certified mail must be used.

### **3. Financial Considerations**

- a. Payment Schedule. Fee amounts may change. Current fee schedules will be made available on CGC website.
- b. Payment Currency. All Payments to CGC under this Agreement shall be made in U.S. dollars.
- c. Refunds. There will be no refunds unless in accordance with CGC Bylaws.

### **4. Representation and Risk**

- a. Right to Enter Agreement. Each Party represents that it has the right to accept its respective obligations as set forth in this Agreement.
- b. No Third-Party Obligations. Each Party represents, to the best of its knowledge, that it is under no obligation to any third party which could interfere with its own ability to enter into or perform its obligations under this Agreement.
- c. Indemnification. The Parties agree to defend, indemnify, and hold each other harmless from and against any loss, claim, or damage arising from negligent acts or omissions in the performance of their duties under this Agreement. This indemnification clause will survive the expiration or termination of this Agreement.

### **5. Term & Termination**

- a. Term. The Term of this Agreement shall commence on the Effective Date and shall continue until End Date unless sooner terminated in accordance with the provisions set forth in this Agreement.
- b. Post-Termination Obligations. Termination of this Agreement shall not relieve either Party from any obligation to the other Party that accrues prior to termination.
- c. Termination. If, at any time, the Member fails to abide by the above requirements, the CGC will suspend or terminate the Member pursuant to the CGC Bylaws.
- d. Reimbursement. In the event of termination, the Active Member Fee will not be reimbursed.

**6. General**

- a. Governing Law & Venue. This Agreement will be construed in accordance with, and its performance will be governed by, the laws of the State of Washington without giving effect to Washington’s conflict of laws provisions. The Parties accept the venue and jurisdiction of the Federal District Court of Western Washington, Seattle, or the King County Superior Court.
- b. Severability. If any provision of this Agreement will be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not be in any way affected or impaired thereby.
- c. Waiver of Breach. No omission or delay of either Party hereto in requiring due and punctual fulfillment of the obligations of the other Party hereto will be deemed to constitute a waiver by such Party of its rights to require such due and punctual fulfillment, or of any other of its remedies hereunder.
- d. Amendments. No amendment or modification hereof will be valid or binding upon the Parties unless it is made in writing, cites this Agreement, and is signed by duly authorized representatives of the Parties.
- e. Membership Materials. The Parties agree and acknowledge that all other membership materials referred to in this Agreement are incorporated in this Agreement by reference.
- f. Force Majeure. In the event either Party is prevented from or delayed in the performance of any of its obligations hereunder by reason of acts of God, war, strikes, riots, storms, fires, or any other cause whatsoever beyond the reasonable control of the non-performing Party, the non-performing Party will be excused from the performance of any such obligation to the extent and during the period of such prevention or delay.

The CGC and Member have executed this Agreement on the dates indicated below.

**Signature of CGC:**

**Signature of Member:**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

Geoff Unger, President  
Certified Guides Cooperative

Printed Name: \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

\_\_\_\_\_  
(Initials) **Member has read the CGC Guides Manual.**

\_\_\_\_\_  
(Initials) **Member has read the CGC Risk Management Plan.**

**Member No Loss Statement**

I, \_\_\_\_\_, am not aware of any accidents, losses, facts, or circumstances occurring during the previous seven (7) years which might give rise to a claim or have given rise to a claim.

Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Active Member Information**

Name: \_\_\_\_\_

Permanent Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_

Emergency Contact: \_\_\_\_\_

Emergency Contact Phone: \_\_\_\_\_ Relationship: \_\_\_\_\_

Guide Certification (e.g., AMGA Rock Instructor): \_\_\_\_\_

Number of years working as a professional guide: \_\_\_\_\_

Number of days you intend to work through the CGC per year: \_\_\_\_\_

WFR or EMT exp. date: \_\_\_\_\_ CPR exp. Date: \_\_\_\_\_

Leave No Trace certification date: \_\_\_\_\_

*(please include photocopies of your certifications)*