

# **Agreement concerning ANILCA Class Terms and Conditions**

## **1. Binding Terms and Changes**

By participating in the Institute of the North's ANILCA online Training, by clicking the "I Agree" button on this registration page, and by using the Training, you acknowledge that you have read and understood this Agreement, and agree to be bound by all of the terms and conditions of this Agreement. Institute of the North (ION) may change the terms of this Agreement from time to time.

## **2. Use of Training and Materials**

You are only authorized to view and retain a copy of this document outside of the classroom for your own personal use. All rights reserved by the author. No part or parts of this document may be modified, copied, distributed, reproduced, re-used, published, licensed, transformed, or transmitted via any written or electronic format without prior express written consent. The accuracy of the information is not guaranteed. Users are advised to seek professional help for any concerns about specific legal issues.

## **3. Limitation of Liability**

The Training is provided "as is," and you rely on the training and its contents at your own risk. There are no representations or warranties of any kind, either express or implied. ION shall not be liable for any damages arising from use or application of Training content. Descriptions of, or references to, other products or publications does not imply endorsement of that product or publication. This course is continually under development and changes may be made to the Training at any time.

## **4. No Assignment**

This agreement is personal to you, and you may not assign your rights or obligations to anyone.

## **5. Severability**

If any provision in this Agreement is held invalid or unenforceable under applicable law, the remaining provisions shall continue in full force and effect, and the Agreement shall be deemed reformed by replacing such invalidated or unenforceable provision with a valid and enforceable provision that corresponds as closely as possible to the intentions of the parties as expressed by the invalidated or unenforceable provision.

## **6. Governing Law and Venue**

This Agreement will be governed by and construed in accordance with the laws of the State of Alaska, without regard to conflicts of law principles and without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted. You hereby agree that the sole jurisdiction and venue for any actions that may arise under or in relation to the subject matter hereof shall be the courts located in the State of Alaska.

## **7. Entire Agreement**

This Agreement constitutes the entire agreement between you and ION governing your use of the ANILCA online training and materials and supersedes any prior agreements, if any, between you and ION relating to any matter in this Agreement.