



REGISTRATION FORM
Terms and Conditions - General

Western Educational Adventures Inc.
(250) 888-1622
info@westernadventures.ca
www.westernadventures.ca

AFTER SCHOOL CARE Terms and Conditions Version 2.0 July 30th, 2020

PLEASE READ THIS AGREEMENT CAREFULLY AS IT IS LEGALLY BINDING

PARTICIPANT: _____ **PARENTS/GUARDIANS:** _____

PARENTS/GUARDIANS Hereinafter referred to as the: "PARENT"

WESTERN EDUCATIONAL ADVENTURES INCORPORATED is hereinafter referred to as: "WEA".

THE PROGRAM: WEA's Outdoor After School Care Program has been created to address the ever-growing need for childcare on Vancouver Island. The purpose of the Program is to ensure children have a safe, fun, engaging, challenging and active outdoor after school care experience, regardless of the weather.

PROGRAM DAYS AND HOURS: The Program operates on normal, full school days from 14:30 to 18:00. The exact start time depends on the particular school and its dismissal time. It does not run on pro-d days, holidays or early dismissal days. As each school has different dates for some of these events, WEA's calendar may not align with all of these dates. Therefore, it is the PARENT's responsibility to know these dates and not WEA's.

PARTICIPANT PICK-UP: Participants may only be picked up by adults 16 years of age or older who are authorized on the WEA pickup list. If a participant is late being picked up by more than 5 min, WEA will charge a \$30 fee for every half hour increment until a participant is picked up. Past one hour, WEA may, at its sole discretion, contact the local police and/or social services and leave a participant in their care.

ABSENCES: Absences must be reported via phone or email to WEA by 12:00p.m. on the day of the absence. If this is not done, at pickup, WEA may assume your child is lost or missing and take any action it deems reasonable, necessary, or expedient in the circumstances, including calling the police. Any fees or resulting issues will be the responsibility of the family. WEA will also charge a \$30 fee.

ENROLLMENT: Enrollment occurs on a first come first serve basis until all spots are filled.

PAYMENT: For both annual and monthly payment schedules, in order to hold the participant's place in the program, full payment is due upon registration. The Participant's space will be released if payment is not received within 2 hrs of registering.

FEES – ANNUAL PAYMENTS: For payment of the Participant's after school care program fees upfront, in one single payment, payment is due at the time of registration.

FEES – MONTHLY PAYMENTS: For payment of the Participant's after school care program fees on a monthly basis, WEA will automatically bill the PARENT's credit card on the first of each month the amount owed plus a 3% credit card processing fee. Any late payments due to a declined credit card are subject to a \$20 daily fee in addition to the balance owing. If payments are later than 5 business days, WEA reserves the right to cancel the Participants registration.

DEPOSIT AND PAYMENT FOR FINAL MONTH: A \$500 deposit is due upon registration to hold a space in the Program. The \$500 deposit will be applied as the fees for the last month (June) of the Program unless the Parent provides 30 days written notice of withdrawal from the Program and all fees are paid in full. If all fees are paid in full, the deposit will be refunded.

CANCELLATION BY WEA: WEA reserves the right to cancel the Program for any reason including, but not limited to, low enrollment or lack of staff. WEA is only responsible for refunding any unused Program fees paid in advance and is not responsible for any other fees or expenses incurred, including but not limited to, transportation fees or expenses, gear purchases and



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resultant expenses incurred. If WEA must cancel before the Program commences, a full refund for the Program fee including the deposit will be granted, within a 31-day window that starts the day after the Program is officially cancelled.

However, WEA does not refund for any particular days where the Program cannot be offered or the Participant is unable to attend.

If the Program is cancelled for more than 4 consecutive days due to weather or an instance of uncontrollable natural forces such as a forest fire, windstorm, pandemic, epidemic, earthquake, flooding or other natural disaster and a refund request is submitted to WEA in writing within 7 days of the official program cancellation, WEA may exercise its discretion to provide a credit, refund, or combination thereof subject to the refund fee set out below.

REFUNDS SOUGHT BY PARTICIPANT OR THE PARENT – ANNUAL PAYMENTS: All refund, transfer and cancellation requests must be made in writing, and receipt confirmed by WEA in writing. All program/payment cancellations are subject to a \$25.00 administration fee.

Specific refund terms are as follows:

1. registration may be cancelled within 24 hours of registration, except if the registration occurs within 1 week of the commencement of the Program – in which case no refund will be granted. In case of conflicts, this term supersedes terms 2, 3 & 4 for the conflict(s) only.
2. no refunds or transfers will be granted after June 15th for the coming school year. In case of conflicts, this term supersedes terms 3 & 4 for the conflict(s) only.
3. cancellation requests that occur 31 days or more before the commencement of a program will receive a 75% refund. In case of conflicts, this term supersedes term 4 for the conflict(s) only.
4. Program cancellation requests that occur less than 30 days before the commencement of a program will not receive any refund.

REFUNDS SOUGHT – MONTHLY PAYMENTS: All refund, transfer and cancellation requests must be made in writing, and receipt confirmed by WEA in writing. All program/payment cancellations are subject to a \$25.00 administration fee.

All program registrations may be cancelled within 24 hours of registration, except if the registration occurs within 1 week of the commencement of a program – in which case no refund will be granted.

ACTIVITIES: Exact activities will vary based on the season, staff skills and interests, Participants' interests, equipment and facility or venue availability. You agree that you have had an opportunity to ask WEA for information with respect to the specific activities in which the Participant will be involved or have access to. The Assumption of Risk Form that you are required to sign for particular activities is intended to be a summary.

PROGRAM LOCATIONS: WEA reserves the right to change Program location and schedule. WEA will give notice for changes in pick-up and drop-off locations and times. No refunds will be given for such changes.

WASHROOMS: Participants may only have access to pit toilets during the Program or no bathroom at all. In the case of no facilities, wilderness procedures will be in place.

ALLERGIES: Neither peanuts, nor tree nuts and/or products containing peanuts or tree nuts of any kind are allowed in any WEA programs. If peanuts or tree nuts and/or products containing peanuts or tree nuts of any kind are found in a Participant's food, the items will be confiscated.



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EQUIPMENT DAMAGE: The Participant will be charged any repair or replacement costs for any equipment he/she damages. This applies to all WEA and partner equipment.

GEAR RENTALS AND PURCHASES: Gear purchase and rental fees must be paid in advance. Gear purchase fees are non-refundable.

PARTICIPANT DISMISSAL: WEA reserves the right and complete discretion to cancel a Participant's enrollment or dismiss a Participant from the program without a refund if:

1. the Participant's conduct is deemed unsatisfactory by WEA or a representative of WEA;
2. the safety, experience and/or well-being of the Participant, other participants and/or WEA staff is threatened due to the Participant's conduct;
3. the Participant attends without the equipment required on the program packing list. Exceptions may be made if: a) prior arrangements are made with WEA via email or b) WEA has equipment available for rent to Participants. In this case, WEA reserves the right to charge rental fees;
4. the Participant or any member of the participant's household is sick or ill with a communicable disease, becomes sick or ill with communicable disease or poses any risk of infecting other program participants or WEA staff.
5. A payment is later than 5 business days past the due date; and/or
6. A Participant is late being picked up more than once in a month, without all the items required on the packing list or no-shows more than once in a 3 month period.

WEA is not responsible for any fees, costs or expenses associated with a Participant Dismissal.

HEALTH: Sick Participants will be sent home immediately. YOU AGREE TO RESPOND AS SOON AS POSSIBLE TO ANY SUCH COMMUNICATION AND TO PICK UP YOUR PARTICIPANT(S). WEA has the right to cancel the registration of asymptomatic Participants if they reside in the same household as one or more individuals who are showing symptoms of illness. **WEA WILL ACT IN ACCORDANCE WITH ITS INFECTIOUS DISEASES POLICY. HOWEVER, IT IS IMPOSSIBLE TO GUARANTEE THAT ILLNESS WILL NOT OCCUR. YOU AGREE THAT WEA IS NOT RESPONSIBLE FOR YOU OR YOUR CHILD GETTING SICK INCLUDING FROM A KNOWN INFECTIOUS DISEASE AND YOU AGREE TO RELEASE AND WAIVE ANY CLAIM YOU MAY HAVE RESULTING FROM YOU OR YOUR CHILD CONTRACTING AN INFECTION DISEASE DUE TO PARTICIPATION IN ANY WEA PROGRAM. YOU AGREE FURTHER THAT YOU ARE RESPONSIBLE TO ADVISE WEA OF ANY POTENTIAL HEALTH RISK OF WHICH YOU ARE AWARE OR SHOULD BE AWARE.**

HEALTH FORM: The Participant and/or the PARENT is responsible to inform WEA of any change to the health status of the Participant or information on the Personal Health Form prior to the start of the program session.

MEDICATION, EMERGENCY TRANSPORTATION AND MEDICAL CARE: In the event the Participant is sick or injured, our staff will give medication, first aid and/or take the Participant to a medical facility at their discretion. In the event of a serious medical emergency, our staff will notify an emergency contact and/or the PARENT as soon as practicable. WEA will work with you to make arrangements for transportation and care of the Participant requiring medical attention. More serious medical emergencies may require our staff to make decisions and inform Parents/Guardian of their decisions when possible. All costs and expenses related to medical care, transportation and/or emergencies are the responsibility of the Participant and/or Parents/Guardians.

PHOTOGRAPHS: Photographs/video or other images of Participants and staff participating in Program activities will be taken and may be used by WEA for publicity purposes, including but not limited to WEA's website, printed material and social media. WEA is not responsible to pay compensation for use of same.

EMAIL CORRESPONDENCE: The email address provided to WEA on this registration form may be used in the future for making participants aware of future company programs. It will not be given to any third party.



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COMMUNICATION: WEA and its staff will communicate with the PARENT via text, email, phone and mail. You agree that any communication sent by WEA utilizing the contact information provided in this agreement has been received and read by the PARENT. Failure to respond to communication and directions provided by WEA therein may result in the Participant being dismissed or suspended from the Program with no refund at WEA's discretion.

If you have a concern in relation to the Program, you should contact WEA *via* phone. WEA will not respond to an email from you including a party other than WEA or the Parent in the email chain.

As there are many families WEA is required to be in contact with during this program, email will be the default method of communication. As such, expect communication from WEA to be *via* email. For example, if the bus is late, a pick-up location has changed, WEA convey this updated information *via* email.

ACCOUNT COMMUNICATION: For security reasons, WEA will only communicate with the Participant and/or Parents/Guardians using the contact details provided at the time of registration.

AUTHORIZED PICK-UP: WEA will only release the Participant to a person on the authorized pick-up list. A photo ID check will be required for any person not known to WEA staff.

LEGALLY APPROVED: With regards to this registration, the agreements and all forms and legal documents included within this process, you agree that you:

- Have the authority to register the Participant for this program, to sign and complete all documents in this process and/or pay on behalf of the Participant.
- Have discussed this registration and been approved to register this Participant by any other person who has legal authority over the Participant. And as such, you confirm that the other person has understood and agreed to all aspects of this registration process, including but not limited to this agreement.
- Are responsible for any breach of terms of this agreement, or any other aspect of the registration process by any other person who has legal authority over the Participant.

COMPLETE INFORMATION: You agree that all information submitted is complete and accurate. We reserve the right to remove the Participant at our discretion if information is found to be inaccurate or incomplete.

By signing and submitting this registration form and paying the associated Program fees payment, the Participant/Parent(s)/Guardian(s) of the Participant acknowledge having read and agreed to the above Terms and Conditions.

By signing this agreement, I acknowledge that I am nineteen (19) years of age or older.

Signature of Participant/Parent or Guardian

Date

Name of Parent/Guardian