

REGISTRATION FORM Terms and Conditions - General

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

Terms and Conditions Version 2.2 August 1st, 2020

PLEASE READ THIS AGREEMENT CAREFULLY AS IT IS LEGALLY BINDING

WESTERN EDUCATIONAL ADVENTURES INCORPORATED Hereinafter referred to as: "WEA".
PARTICIPANT: PARENT/GUARDIAN(S):
THE PARENT/GUARDIAN(s) Hereinafter referred to as the: "PARENT".
PAYMENT: In order to hold the participant's place in a WEA program, full payment is due upon registration. The Participant's space will be released if payment is not received within 2 hours of registering.
ENROLLMENT: Enrollment occurs on a first come first serve basis.
CANCELLATION BY WEA: WEA reserves the right to cancel any program for any reason including, but not limited to, low enrollment or lack of staff. WEA is only responsible for refunding the program fee and is not responsible for any other fees or expenses incurred, including but not limited to, transportation fees or expenses, gear purchases and resultant expenses incurred. If WEA must cancel, a full refund for the program fee will be granted, within a 31-day window that starts the day after the program is officially cancelled. However, WEA is not responsible to provide a refund if:
1. a program is cancelled due to weather or an instance of uncontrollable natural forces such as a forest fire, windstorm, pandemic, epidemic, earthquake, flooding or other natural disaster;
2. a refund request is not submitted to WEA in writing within 7 days of the official program cancellation;
and/or
3. a refund is requested for an account credit that has already been applied to the Participant's account.
In these circumstances (1-3), 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 PARENT: 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 All program registrations may be cancelled within 24 hours of registration, except if the registration occurs within 1 week

- 1. 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. 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 1 for summer programs in the same year
- September 1 for fall programs in the same year
- December 1 for winter programs in the same/following year (For example Dec 1, 2019 for winter 2019/2020)
- March 1 for spring programs in the same year

In case of conflicts, this term supersedes terms 4 for the conflict(s) only.

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- 3. Program cancellation requests that occur less than 30 days before the commencement of a program will not receive any refund.
- 4. Program 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 terms 2, 3 & 4 for the conflict(s) only.

ACTIVITIES: Exact activities will vary based on specific program requirements, 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 for particular programs is intended to be a summary.

PROGRAM LOCATIONS: WEA reserves the right to change program locations and times without notice. WEA will give notice for changes in pick-up and drop-off locations and times. No refunds will be given.

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 lunch, the items will be confiscated.

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.

ADULT PARTICIPATION: Adults participating in programs must sign liability releases that are additional to this registration process. These releases must be signed before program commencement, and such signing may take place via Docusign. Failure to do so will result in not being permitted to take part in the program with no refund.

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 a program 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. WEA reserves the right to charge rental fees; or
- 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.

WEA is not responsible for any fees, costs or expenses associated with 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

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KNOWN INFECTIOUS DISEASE AND YOU AGREE TO RELEASE AND WAIVE ANY CLAIM YOU MAY HAVE RESULTING FROM YOU OR YOUR CHILD CONTRACTING AN INFECTIOUS 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, WEA 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, WEA staff will notify an emergency contact and/or the Parent as soon as practicable. WEA will work with the Parent 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 the Parent 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 the Parent.

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 the company'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.

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

AUTHORIZED PICK-UP: WEA will only release minors to a person on our 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.



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By signing this agreement, I acknowledge that I am n	ineteen (19) years of age or older.
Signature of Participant/Parent or Guardian	Date
Name of Parent/Guardian	