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

REGISTRATION FORM

Terms and Conditions - Adult

Terms and Conditions Version 1.1 Jul 10th, 2025

PLEASE READ THIS AGREEMENT CAREFULLY AS IT IS LEGALLY BINDING

WESTERN EDUCATIONAL ADVENTURES INCORPORATED & WESTERN EDUCATIONAL ADVENTURE SOCIETY Hereinafter referred to collectively as: "WEA".

PARTICIPANT: _____

PARTICIPANT or CLIENT Hereinafter referred to as the: "Participant", "PARTICIPANT", "Client" or "CLIENT"

PROGRAMS, TOURS, COURSES or any other EVENT organized by WEA Hereinafter referred to as the "EVENT, Event, PROGRAMS, Program, COURSE, Course, TOURS, Tours, EVENT, Event.

PAYMENT: In order to hold the Participant's place in a WEA program, full payment is due upon registration. If full payment is not received within 2 hours of registering, a credit card on the account will be charged for the amount owing. If no valid credit card on account, the Participant's space will be released, and the Participant's account will be billed a $75 no-payment fee.

ACCOUNT CREDITS: The issuance of an account credit is entirely at WEA's discretion. For a credit to be valid, the Participant must receive written confirmation from WEA of a credit being issued. WEA may require the Participant to provide a copy of this written confirmation prior to accepting a credit as payment for a WEA product, service, or program. Credits can only be used once. If a Participant cancels a registration paid for in whole or in part by a credit, the credit is no longer valid and the funds are forfeit.

Credits may only be used to register for a program that: 1. is starting in 2 weeks or less and has 3 or more spaces available.

A credit is valid for one year from: 1. the date it is issued or 2. the last day of the program the credit is being issued for. In case of conflict between 1 and 2, the credit is valid for the shortest period of time.

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.

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CANCELLATION BY THE CLIENT: If WEA receives a written cancellation request from a CLIENT, WEA will automatically cancel the PARTICIPANT's registration. Refunds, transfers, credits, etc. are subject to the "REFUNDS SOUGHT BY PARTICIPANT" section below.

NO SHOWS: No-shows carry a fee of $25/no show and will be automatically charged to the credit card on account plus any applicable credit card fees. This fee must be paid prior to attending or participating in any future WEA events or programs. No refunds will be issued for any WEA program/event fees. After 3 no-show events, WEA has the right to cancel or suspend any subscriptions paid to WEA by the CLIENT with no refund.

REFUNDS SOUGHT BY PARTICIPANT: All refund, transfer and cancellation requests must be made in writing via email, and receipt confirmed by WEA in writing via email. All program/payment cancellations and refund requests are subject to a $75.00 administration fee for each program or program session cancelled (this term supersedes all terms below).

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 of the commencement of a program – in which case no refund will be granted. In case of conflicts, term 1 (this term) supersedes terms 2, 3, 4, 5 & 6 for the conflict(s) only.

2. No refunds or transfers will be granted after May 15 for programs and events that take place during June 1 to Sept 15 in the same year. In case of conflicts, term 2 (this term) supersedes terms 3, 4 & 5 for the conflict(s) only.

3. Program cancellation requests that occur less than 14 days before the commencement of a Program will not receive any refund.

4. Program cancellation requests that occur 15-30 days or more before the commencement of a Program will receive a 50% refund.

5. Program cancellation requests that occur 31-60 days or more before the commencement of a Program will receive a 75% refund less any administration fees.

6. Program cancellation requests that occur 61 days or more before the commencement of a Program will receive a 100% refund less any administration fees.

REFUND METHODS: In the instance that WEA is issuing the PARTICIPANT, or other applicable party a refund, refunds will be issued via credit card where possible. This may not be possible if the payment being refunded was paid by an expired credit card or by an alternative payment method such as an e-transfer or cheque. If a credit card refund is not possible, WEA will refund the amount via Interac e-Transfer unless the party being refunded requests a cheque to be mailed.

- All cheque refunds will be charged a $30 admin fee.
- Refunds issued by e-Transfer will be subject to a $2.5 e-Transfer fee to cover the cost WEA must pay the bank for e-Transfers.
- If a refund by Interac e-Transfer expires without being deposited, the refund will be forfeit. WEA will not re-issue a second refund.

CREDIT CARD SURCHARGE: Due to the high rates of credit card fees, WEA (not Visa or Mastercard) charges a credit card surcharge of 2.4% on all Visa and Mastercard transactions. The Surcharge that WEA charges is not greater than the WEA's Effective Merchant Discount Rate for Mastercard & Visa credit card transactions. All e-Transfer payments are not subject to any fees.

POTENTIAL FUEL SURCHARGE: For programs that use transportation, a portion of programs fees goes towards covering the cost of fuel. Most WEA vehicles operate between 20 and 35L/100km. WEA does its best to include the cost of fuel in program fees. Sometimes fuel prices increase dramatically without warning. In such cases, WEA reserves the right to charge an additional

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fee to cover this fuel cost increase as per the fee schedule below:

1. Local Day Programs (within 90km of the program start location). For each 10-cent increase in the price of a liter of fuel, WEA will charge each Participant an additional 50 cents per day. For example, if Program fees were calculated with a fuel price of $1.65/L and the price of fuel increased to $2.65/L, WEA will charge each Participant and additional $5/day.

2. Overnight Programs and Non-Local Day Programs (greater than 90km of a program start location). Each Participant is charged the cost of fuel for the trip, less the fuel cost that WEA calculated prior to the fuel price increase then divided by the number of participants.

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 you, the Participant will be involved or have access to. The **RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT** 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.

PROGRAM SCHEDULE: Beyond times and locations for transportation, WEA may not provide specific program schedules to Participants in some circumstances. Our programs are significantly affected by weather, Participants, group dynamics, etc. As such, it may not practical to provide a program schedule. Clients wishing to obtain more information about WEA program schedules are welcome to contact WEA directly.

TIMING: If WEA needs to communicate a timing or schedule change (such as running late to pick-up), WEA staff will their best to communicate this information via email. WEA is not required to text or call Clients. It is the responsibilities of PARTICIPANTS, to ensure they have access to their email.

ALLERGIES: Neither peanuts, nor tree nuts and/or products containing peanuts or tree nuts of any kind are allowed in any WEA programs. Some of our staff are allergic and we use our vehicles and equipment for our youth programs.

EQUIPMENT DAMAGE: The Participant will be charged any repair or replacement costs for any equipment they damage. 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.

PERSONAL PROPERTY: WEA is not responsible for any lost, stolen or damaged personal property, including the property of participants and their families.

WAIVERS: 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 or in person at the start of the Event. Failure to do so will result in the adult not being permitted to take part in the program with no refund.

PARTICIPANT DISMISSAL: WEA reserves the right and has 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 or the Participant is not able to adhere to our "Code of Conduct" policy;

2. the Participant misses 2 or more days of the program without a medical note;

3. WEA discovers that the Participant is or will be committing truancy while attending any part of the program;

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4. WEA discovers that the Participant has broken one or more laws while in a WEA program;

5. the safety, experience and/or well-being of the Participant, other participants and/or WEA staff is threatened due to the Participant's conduct;

6. 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

7. the Participant or is sick or ill with a communicable disease, becomes sick or ill with a communicable disease or poses any risk of infecting other program participants or WEA staff. The determination of whether or not a Participant is sick is entirely at WEA's discretion.

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

HEALTH: Sick Participants will be asked to leave WEA programs immediately without a refund. **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, THE PARTICIPANT GETTING SICK INCLUDING FROM A KNOWN INFECTIOUS DISEASE AND YOU AGREE TO RELEASE AND WAIVE ANY CLAIM YOU MAY HAVE RESULTING FROM YOU 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 is responsible to inform WEA of any change to their health status or information on the Personal Health Form at least 1-day prior to the start of the Program.

EMERGENCY CONTACTS: All Participants are required to have at least two emergency contacts that are not participating in the same event. WEA does its best to ensure emergency contacts have been provided prior to Program commencement. However, the responsibility of providing emergency contact information ultimately lies with the Participant.

EVACUATION, 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 as soon as practicable. WEA may choose to work with the emergency contact to make arrangements for transportation and care of the Participant requiring medical attention. All costs and expenses related to any evacuation (for any reason), medical care, transportation and/or emergencies are the responsibility of the Participant. The Participant will immediately reimburse WEA for any evacuation, medication, emergency transportation and/or medical care expenses WEA pays on behalf of the Participant. WEA will charge this amount to the credit card on file if applicable.

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.

WEA communicates with all Participants primarily via email. Do not expect telephone calls in most circumstances.

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ACCOUNT COMMUNICATION: For security reasons, WEA will only communicate with the Participants using the contact details provided at the time of registration. Please note that any person added as a PARENT in WEA's registration software will have full access to the family/Participant account. This includes payment/financial information, address and other account details.

COMMUNICATION TIMEFRAME: Periodically WEA needs to communicate with the Participant for various reasons. If WEA's communication requires a response from the Participant and/or Parent, a response must be received by WEA within 5 calendar days after WEA has attempted to make contact using all communication methods provided during the registration process. WEA reserves the right to cancel the Participant's registration without a refund if no response is received beyond 5 calendar days.

COMMUNICATION FAIR USAGE: WEA does it's best to provide high-quality customer service. However, WEA does not have the resources to spend several hours a year communicating with one Client. As such we have created a fair usage policy. Each individual registered in one or more WEA programs is entitled to a maximum of 2 hours communication time with WEA staff per calendar year. Additional time spent may be billed a $50/hr fee at WEA's discretion. Clients will be informed once they have reached their 2-hour limit and may start to incur charges.

OFFICE HOURS: The Client can expect to communicate with WEA during office hours only. These hours are posted on our website and company voicemail. WEA may communicate outside these hours in case of emergency.

LOST AND FOUND: Lost and found will be kept for 1 week after the end of a program. Clients must contact WEA directly and arrange for a time to pick-up the lost items. WEA will not deliver lost and found items to Clients.

INFORMATION HANDLING: WEA stores it's data on international servers, this includes your personal information.

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. WEA reserves the right to charge a $100 administration fee for incomplete or missing medical, behavioural, contact or emergency contact information.

CREDIT CARD DISPUTES: For program fees, additional charges, costs, damages, etc., credit card disputes filed by the Participant with their bank or credit card company against WEA will be charged a $75 admin fee for any disputed amount. This only applies to disputes that are contrary to this or any other documented agreement. Any Programs that are paid for in full or in part by the disputed amount will, at WEA's discretion, be either cancelled with no refund or put on hold with no refund.

CREDIT CARD AUTHORIZATION: The Client authorizes all possible charges noted in this document to be charged to their credit card on file with WEA.

PAYMENT FOR UNEXPECTED EXPENSES INCURRED BY WEA ON BEHALF OF THE PARTICIPANT: In the event WEA pays an unexpected expense on behalf of the Participant such as for medical transportation, etc. WEA will charge the Participant credit card on file. If the credit card is declined or invalid or no credit card is available, the Participant must reimburse WEA within 14 days of WEA notifying them of the expense. 2%/month interest fee may be charged for unpaid expenses.

By signing and submitting this registration form and paying the associated program fees, I, 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 Date

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