



REGISTRATION FORM  
Terms and Conditions - General

Western Educational Adventures Inc.  
(250) 888-1622  
[www.westernadventures.ca](http://www.westernadventures.ca)

General Terms and Conditions Version 5.3 June 18<sup>th</sup>, 2024

**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:** \_\_\_\_\_ **PARENT/GUARDIAN(S):** \_\_\_\_\_

**PARENT/GUARDIAN(s)** Hereinafter referred to as the: "Parent" OR "PARENT".

**PARTICIPANT** Hereinafter referred to as the: "Participant" or "PARTICIPANT"

**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 family's/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 or Parent must receive written confirmation from WEA of a credit being issued. WEA may require the Participant or Parent 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 If a Participant or Parent cancels a registration paid for in whole or in part by a credit, the credit is no longer valid and the funds are forfeit.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 less any applicable incurred expenses 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 PARENT:** If WEA receives a written cancellation request from a PARENT and/or PARTICIPANT, WEA will automatically cancel the PARTICIPANT's registration. Refunds, transfers, credits, etc. are subject to the "REFUNDS SOUGHT BY PARTICIPANT OR PARENT" section below.

**PARENT CONDUCT:** WEA has a zero-tolerance policy towards bullying, harassment, threats and other dangerous or anti-social behaviour. Parents communicating with WEA or any WEA staff member, volunteer, representative or otherwise in any of the above manners will be asked to leave and/or have their communications blocked. Furthermore, WEA reserves the right to cancel any current camp or program registrations that family may have with WEA with no refund.

**NO SHOWS:** If a PARTICIPANT misses 2 or more days of a program without informing WEA, an additional \$100 admin fee will be charged to the PARTICIPANT/PARENT'S credit card.

**REFUNDS SOUGHT BY PARTICIPANT OR PARENT:** 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.

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 for the conflict(s) only.
2. No refunds or transfers will be granted after:
  - May 15 for summer camps, journeys, expeditions, and other summer programs as well as swim lessons that take place during June 1 to Sept 15 in the same year.
  - September 1 for all school-year programs (or any other program that starts in September) that span more than 4 months. This includes but is not limited to pro-d day camp packages and youth outdoor leadership programs.
  - February 1 for spring break camps 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 60 days before the commencement of a program will not receive any refund.
4. Program cancellation requests that occur 61 days or more before the commencement of a program will receive a 75% refund.
5. Program cancellation requests that occur 90 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 PARENT, 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.
- If a refund by Interac e-Transfer expires without being deposited, the refund will be forfeit. WEA will not re-issue a second refund.



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**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 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 an 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 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.

**PROGRAM SCHEDULE:** Beyond times and locations for transportation, WEA does not provide program schedules to families or Participants in most circumstances. Our programs are significantly affected by weather, participants, group dynamics, etc. As such, it is not practical to provide a program schedule. Families 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 families. It is the responsibilities of PARTICIPANTS, families and/or the PARENT to ensure they have access to their email.

**PARTICIPANT AGES:** WEA offers Programs with specific age categories. Two age categories may be combined in a certain camp. While WEA ensures there are a minimum number of an age category in every program, it does guarantee there will be other children the exact age of the Participant. It only guarantees that there will be a certain number of youth in the 9–12-year-old age category.

**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.



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**MISSING GEAR:** WEA reserves the right to charge any Participants missing required gear on a WEA program a \$50/item fee. Proper equipment is essential to the safety and experience of Participants in the wilderness. Families that have arranged gear rentals or been given a written exemption will not be charged missing gear fees.

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

**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 the adult not being permitted to take part in the program with no refund.

**PHONES AND DEVICES:** Participants under the age of 19 are not allowed to bring any electronic devices other than a watch or camera to any WEA Program. Children need time away from electronics while in the wilderness. If a youth has brought a device to camp, WEA reserves the right to remove them from camp 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 "Behavior and Maturity 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;
4. WEA discovers that the Participant and/or the Participant's family have broken one or more camp or childcare related laws to attend the 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 any member of the Participant's household 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 sent home immediately without a refund. 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 INFECTIOUS DISEASE DUE TO PARTICIPATION IN ANY WEA PROGRAM. YOU**



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**AGREE FURTHER THAT YOU ARE RESPONSIBLE TO ADVISE WEA OF ANY POTENTIAL HEALTH RISK OF WHICH YOU ARE AWARE OR SHOULD BE AWARE.** Determining whether or not a Participant is sick is entirely at WEA's discretion.

**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 at least 1-day prior to the start of the Program. WEA reserves the right to charge a \$150 fee if the Parent fails to notify WEA in advance of a Participant that is currently sick and signed into a WEA program. Determining whether or not a Participant is sick is entirely at WEA's discretion.

**EMERGENCY CONTACTS:** All Participants are required to have at least two emergency contacts that are not their parents or guardians. These emergency contacts must be able to pick-up a Participant within 2 hours of being contacted by WEA (some exceptions may be made on a case-by-case basis). 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/the Parent/Guardian. If the two emergency contacts are not provided prior to the Program and the Parent/Guardian/Participant is not able to provide some and WEA determines this poses a safety or program quality issue, WEA may remove the Participant with no refund.

**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 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 any evacuation (for any reason), medical care, transportation and/or emergencies are the responsibility of the Participant and/or the Parent. The Participant/Parent 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 families, Parents and Participants primarily via email. Do not expect telephone calls in most circumstances.

**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. 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 and/or the Parent 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 its best to provide high-quality customer service. However, WEA does not have the resources to spend several hours a year communicating with one family. 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



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calendar year. Additional time spent may be billed a \$50/hr fee at WEA's discretion. Families will be informed once they have reached their 2-hour limit and may start to incur charges.

**OFFICE HOURS:** The Participant and/or families 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. Families must contact WEA directly and arrange for a time to pick-up the lost items. WEA will not deliver lost and found items to families.

**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.

**LATE PICK-UP:** Children should be picked up from WEA programs on time. An authorized adult must pick-up a child no later than 10 minutes past the posted pick-up time. Families later than 10 minutes to pick-up their child will be charged a \$50 late fee. After 25 min, as required by law, WEA will call the police and report an abandoned child. Families later than 5 minutes more than twice during the same program will also be charged a \$50 late fee.

**UNSCHEDULED PICK-UP POLICY:** WEA does not offer alternative, non-scheduled pick-up times and locations for families. If a Parent is asked to pick-up their child at a specific location for any reason outlined in this policy, the Parent must comply as soon as possible. Parents are expected to have at least 2 emergency contacts in place and alternate plans for childcare if they are not available to pick-up their child personally. Someone authorized to pickup the Participant must be available within 45 min (15 min if the Participant has incomplete registration information or has been sent to camp sick) of Greater Victoria or any city the program is providing transportation to or from. WEA reserves the right to charge a base fee of \$150 for up to 1 hr to any parent that does not comply with this policy. For longer than 1 hour, WEA reserves the right to charge a fee of \$150 + staff time + mileage (if applicable) x 20%.

**REGISTRATION AUTHORITY:** 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 with and been approved to register this Participant by any other person who has legal authority over the Participant. As such, you confirm that the other person has understood and agreed to all aspects of this registration process, including but not limited to the terms of 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.

**INFORMATION HANDLING:** WEA stores its 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 Parent or 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 Parent authorizes all possible charges noted in this document to be charged to their credit card on file with WEA.



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**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 Parent/Participant credit card on file. If the credit card is declined or invalid or no credit card is available, the Parent or 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 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