



After School Nature Explorers Program Waiver

TO: Vancouver Botanical Gardens Association (the “VBGA”) and Vancouver Board of Parks and Recreation (the “Park Board”) and their respective officers, directors, governors, commissioners, employees and volunteers (collectively, the “Releasees”)

In consideration of the enrollment of the Participant in one or more sessions (each, a “Session”) in the Vancouver Botanical Gardens Association After School Nature Explorers Program (the “Program”) at my request I, the parent or guardian of the Participant, for myself and for and on behalf of the Participant, do hereby:

1. Voluntary Participation – agree that I have voluntarily permitted the Participant to participate in the Program;
2. Cancellation of Program – agree that the VBGA may cancel a Camp at least 24 hours before the scheduled first day of the Camp, but in such case the VBGA must refund the registration fee in full;
3. Cancellation of Registration – agree that
 - a) the Participant’s registration in a Camp may be cancelled by notice in writing to the VBGA at least 48 hours before the scheduled day of the Session, in which case the VBGA will refund the registration fee paid less a \$5.00 administration fee, and
 - b) in all other cases of
 - i) cancellation of the Participant’s registration in a Session,
 - ii) expulsion of the Participant from the Program by the VBGA for disruptive behaviour, or
 - iii) absence from a Session (including for illness or injury), there will be no refund of registration fee paid;
4. Participant Ability and Behaviour – represent to the VBGA that the Participant is mentally and physically able to participate in the Program and agree that if the Participant’s behaviour is, in the sole judgment of the VBGA, disruptive or inappropriate the Participant may be expelled from the Program;
5. Punctuality – agree
 - a) that none of the Releasees is responsible for the Participant either before or after the daily Session period,
 - b) that the Participant must be picked up by an authorized person promptly at the end of each daily Session period, and
 - c) that if the Participant is not picked up by an authorized person within 15 minutes following the end of the daily Session period I will pay a late fee of \$20.00 for each such occurrence

6. Medical Treatment – agree that in the event of the Participant’s illness or injury during a Camp any of the Releasees may seek emergency medical treatment or other appropriate assistance and that I will be responsible for any medical or other charges in connection with such treatment or assistance;

7. Waiver and Release – waive any and all claims that I or the Participant may have, from time to time, against the Releasees and each of them, and release the Releasees and each of them from any and all liability for any loss, damage, expense or injury (including death) that I, my next of kin or the Participant may suffer, resulting from the Participant’s participation in the Program due to any cause whatsoever, including negligence, breach of contract, breach of any statutory duty or other duty of care, including any duty under the Occupiers Liability Act R.S.B.C. 1996 c.337 on the part of any of the Releasees;

8. Indemnity - agree to indemnify and hold harmless the Releasees and each of them from any and all liability resulting, in whole or in part, from the Participant’s participation in the Program; and

9. Authority - represent to the Releasees that I am the parent or lawful guardian of the Participant and, as such, have the authority to enter into this document.

I CONFIRM THAT I HAVE READ AND UNDERSTAND THE FOREGOING TERMS AND CONDITIONS PRIOR TO ACCEPTING THIS FORM AND THAT BY AGREEING “YES” on the AMILIA.COM registration service TO THIS FORM I AM WAIVING CERTAIN RIGHTS WHICH I OR THE PARTICIPANT MAY HAVE AGAINST THE RELEASEES.