

#### **Crestwood Preparatory College**

Grades 7 to 12 217 Brookbanks Drive Toronto, Ontario M3A 2T7 Tel: 416.391.1441

Tel: 416.391.1441 Fax: 416.444.0949

www.crestwood.on.ca

Dear Grade 7 Parents/Guardians and Students,

Crestwood Preparatory College is pleased to announce a 3 day, 2 night trip with ALIVE outdoors to Camp Timberlane. The camp is located approximately 20 minutes from the town of Haliburton, approximately 3 hours from Toronto. This is an exciting opportunity for students to get to know each other in a dynamic and invigorating environmental setting that has inspired artists and adventurers alike. The students will have opportunities to challenge themselves and their new classmates with activities such as canoeing, hiking and high ropes courses.

We will be boarding the bus from the school on <u>October 2nd at 6:45 a.m.</u> and will return to the school on <u>October 4th at approximately 4:00 p.m.</u>

We ask that parents/guardians provide a cheque to homeroom teachers, for \$575.00 payable to "Crestwood Preparatory College." If you prefer to make an online payment please visit the Crestwood Store at <a href="http://store.crestwood.on.ca/">http://store.crestwood.on.ca/</a>

Please read through the packing list in detail and return all forms with your payment to homeroom teachers no later than **September 6<sup>th</sup>**, 2019.

We are looking forward to an educational, recreational, and most of all, enjoyable trip. This trip will be supervised by Mrs. Newton, Mrs. Doherty, Mr. M. Pagano, Mr. Woldue and Mr. Lam. If you have any questions or concerns prior to the trip, contact information is below:

lisa.newton@crestwood.on.ca

Yours truly,

Lisa Newton Crestwood Trip Leader



August 20, 2019

Dear Crestwood Preparatory College Grade 7 Parent/Guardian(s),

ALIVE Outdoors Inc. is a Toronto based experiential education company founded in 2000. Over the past 19 years, ALIVE Outdoors has provided intentional outdoor experiential education programs for over 40,000 students from Ontario and international independent schools. Our customized programs provide a supportive environment where students are encouraged to step out of their comfort zone. All programs create opportunities for your child to deepen their confidence and understanding of their potential.

We are grateful to be working with Crestwood Preparatory College to create and deliver an exciting and meaningful outdoor learning experience for the Grade 7 students. This program will take place *Wednesday October 2 – Friday October 4, 2019* at the beautiful site of Camp Timberlane. This camp is located approximately 20 minutes from the town of Halliburton, approximately 3 hours from Toronto.

This program has been designed around the theme of *Community Building*. Through experiential workshops and outdoor activities, students will deepen their understanding of the foundations of effective communities, practice valuable team work and communication skills and develop an appreciation of their peer's unique personal strengths.

At ALIVE Outdoors, we work diligently to inform parents and students of the activities and associated risks present in school based outdoor education programs. During this specific program, your child may have the opportunity to rotate through the following activities: canoeing, voyageur canoeing, kayaking, stand up paddle boarding, high/low ropes challenge courses, climbing wall, swimming in the lake and using water elements (jumping tower, water inflatables, etc.), teambuilding activities, large group games, hiking along wilderness trails, archery/archery tag, traditional sports, frisbee golf, arts and crafts, and outdoor living skills such as fire building. In addition to the outdoor activities there will be full-group workshops, games and campfires. It is important to note that the scheduled activities may vary if the weather does not allow us to proceed as planned.

At Timberlane, your child will be staying in a cabin that sleeps 10-15 students. The cabins have electricity and a bathroom. Showers are in a separate building near to the student cabins. Teachers will be staying in separate accommodations.

ALIVE (Adventure, Leadership, Individuality, Values, Empowerment) Outdoors Inc., is an organization that specializes in outdoor experiential education. To facilitate this program professional ALIVE Outdoors instructors will unite with a select group of Camp Timberlane instructors. The instructor team is committed to helping make your child's experience educational, fun, and meaningful through maintaining a supportive and enriching learning environment.

Please have your child bring a **NUT FREE bagged lunch on Wednesday, October 2, 2019. Other than this lunch, please DO NOT bring** extra food of any kind for any other day of the program as it will invite insects and critters into cabins/tents and **may cause life-threatening harm to those with food allergies.** 

Informed consent should be given only when participants and their parent/guardian(s) feel educated and informed regarding the risks associated with programs. It further implies that all participants and/or parent/guardian(s) have taken advantage of the resources presented by ALIVE Outdoors that communicate activity programming, organizational philosophy, and risks associated with activities offered during programs.

Enclosed in this package you will find the following important documents:

- (1) **Trip Packing List** please follow this list carefully. Students will be outside for the duration of the program in varied weather conditions;
- (2) ALIVE Outdoors Acknowledgement of Risk, Waiver, and Indemnity Agreement;
- (3) Medical Form; and
- (4) Frequently Asked Questions and Answers.

Please read the attached paperwork carefully with your child and fill it out <u>in detail.</u> It is important to empower your child to take personal responsibility for their own wellbeing by following instructions of teachers and instructors, and exercising good judgment during their time with ALIVE Outdoors.

In addition to the above listed forms, ALIVE Outdoors intentionally communicates programming and risk awareness through:

- access to the ALIVE Outdoors Program Information Guide on our website (which includes
  descriptions of activities, photos of students participating in activities, and pertinent risk
  management considerations for activities;
- information about the organization through the website (www.aliveoutdoors.com);
- direct contact with a member of the Director team (parents, school administrators, teachers, and students can call or email an ALIVE Outdoors Director to clarify any questions prior to participation).

The act of reading all paperwork and resources provided creates the opportunity for parent(s) and participant to discuss the importance of managing personal risk through making informed, unimpaired personal choices that optimize individual health and well-being at all times. Your signature on the accompanying <u>ALIVE Outdoors Acknowledgment of Risk, Waiver, and Indemnity Agreement</u> confirms that you have read all documents and fully understand the types of activities that your child will be participating in, and the associated risks that participating in those activities may entail.

The signed forms must be returned to Crestwood Preparatory College by: September 6<sup>th</sup>, 2019

Please do not hesitate to contact our office if you have any questions or concerns through email: info@aliveoutdoors.com or by phone: 416.429.8082.

Thank you for supporting Outdoor Experiential Education Programs,

Samantha Dear

Director, ALIVE Outdoors



www.aliveoutdoors.com

"You do not need a title to be a leader" Anon

# SPRING/FALL Packing List

DURING THE DAY	FOOTWEAR
<ul> <li>2 warm sweaters/sweatshirts (fleece or wool recommended—not cotton)</li> <li>Rain jacket and rain pants</li> </ul>	<ul><li>2 pairs of closed toed shoes (at minimum, 1 pair must be sturdy with laces)</li></ul>
<ul> <li>2 pairs of pants (we recommend that one pair is not cotton)</li> <li>2 pairs of shorts (weather permitting)</li> </ul>	ADDITIONAL ITEMS  Small day backpack to carry items on the bus and during the program
<ul> <li>□ Bathing suit &amp; towel</li> <li>□ 2-3 t-shirts</li> <li>□ Long underwear (top and bottom) for activities on</li> </ul>	☐ 2 large garbage bags ☐ 1 Wrist Watch or Alarm Clock for the cabin. ☐ 1 Water Bottle (1 Litre screw on top is best)
cold/wet days. ( <i>Under Armour</i> , polypro or wool)  Socks (wool or synthetic) and underwear for each day	OPTIONAL  Camera (not a cell phone camera, please)  Musical Instrument
<ul> <li>□ 1 baseball or sunhat, 1 winter hat/toque, 1 pair of gloves/mitts</li> <li>□ Sun Screen</li> <li>□ Bug Repellent/ Bug Jacket (Recommended for Spring</li> </ul>	☐ Pen/pencil and paper/journal ☐ Sunglasses ☐ Ear Plugs (for sleeping)
Trips)  AT NIGHT	MEDICATION
☐ 1 Sleeping bag rated to at least Zero Degrees Celsius or single fitted sheet and warm blankets	☐ Any Relevant Medication, EpiPen(s), Inhaler, etc. ☐ Please ensure that all necessary medications are
<ul><li>☐ 1 Pillow</li><li>☐ 1 Pair of Warm Pajamas</li><li>☐ 1 Towel, Toothbrush, Shampoo, etc.</li></ul>	outlined in detail on the medical form. Please bring all medication in a zip lock bag labelled with your name.  Teachers must be aware of all medication that the
☐ Headlamp or Flashlight	students are bringing.  Students at risk of anaphylactic reactions must bring a minimum of 2 EpiPens to the program.

#### What is the Layering System and Why is it important?

Wearing multiple layers of clothing allows you to add or omit clothing to ensure that your body stays at a comfortable temperature as weather conditions or activity levels change. The layering system is a combination of a *Base, Mid* and *Outer* layer. The Base layer is meant to keep heat in, while the outer layer is designed to keep elements such as wind, rain and snow out.

When packing, consider one set of clothes for the day that can get wet during the day and dry overnight, and one set of clothes for the evening to keep you warm and dry.



#### **IMPORTANT NOTES:**

- Please do not bring extra food of any kind. Extra food invites insects and critters into cabins and <u>may</u> <u>cause life-threatening harm to those with food</u> allergies.
- Please do not bring electronics of any kind. These programs offer a valuable opportunity for students to unplug from technology and connect with the natural environment and their peers.
- Please label all your gear with your name.



#### The Rising Problem of Bed Bugs – How to Best Protect Yourself

Bed Bugs are a rising problem in the developed world. It is a common belief that bed bugs are found where people sleep, however to date bed bugs have a much broader social impact. The source of bed bugs is unknown due to the multitude of places in which they can exist. For example; shops, hotels, hospitals, movie theatres and public transit systems such as planes and trains. You no longer need to sleep in an infested bed to experience the nuisance bed bugs can cause. Unfortunately, camps and outdoor centers are not immune to this problem.

At ALIVE Outdoors we care deeply about the quality of our programs. We are providing you with this information to educate you - not alarm you.

#### To best protect your family upon your child's return, please follow the precautionary steps below:

- 1. We have placed two large garbage bags on the packing list with the intention of having all clothes and bedding/sleeping bag come home to you in sealed garbage bags inside your child's duffel bag. Upon your child's arrival home, take these bags directly to your washing machine. If you do not plan to do laundry right away please keep the bags sealed.
- 2. Wash clothes and bedding in the hottest water possible. After the wash is complete, transfer the laundry immediately into the dryer for at least 30 minutes. Ensure your dryer is set on high heat.
- 3. In the case of delicate items that cannot be laundered, it is recommended that you place the items loosely in a tightly sealed bag. The bag should then be placed into the freezer for a minimum of 24 hours.
- 4. As bed bugs can also travel with your luggage, place your luggage in a black trash bag and leave it tied tightly for 4 days. If possible, place bagged luggage in the sun. Steam cleaning your luggage will also be sufficient. Remember to follow this precautionary step with your child's toiletry bags as well.

The following website provided by Health Canada will provide you with further information:

www.canada.ca/en/health-canada/services/pest-control-tips/bedbugs-what-are-they.html

Please do not hesitate to contact us through email: **info@aliveoutdoors.com** or by phone: **416.429.8082** if you have any further questions or concerns.





#### **ALIVE OUTDOORS INC.**

### PARTICIPANT (Adult, Teacher, Faculty Member) Acknowledgement of Risk, Waiver and Indemnity Agreement ("Agreement")

PARTICIPANT NAME:	AGE:
NAME OF ASSOCIATED SCHOOL/ORGANIZATION:	
PROGRAM DATES:	
PROGRAM LOCATION:	
PARTICIPANT EMAIL:	PARTICIPANT PHONE: #
IMPORTANT NOTICE: BY SIGNING THIS AGREEMENT GIVE UP CERTAIN LEGAL RIGHTS. PLEASE READ CAREFYOU HAVE READ IT, COMPLETELY UNDERSTAND IT, CONDITIONS.	FULLY AND DO NOT SIGN THIS AGREEMENT UNTIL
ACKNOWLEDGEMENT & ACCEPTANCE OF RISK AND R  I, (the "Participant") a	
an opportunity to take part in the above-specified pro Inc. I acknowledge that I have read a description of the potential risks of the intended activities related to	gram (the "Program") operated by ALIVE Outdoors ne Program and understand all of the inherent and

In signing this Agreement, I acknowledge that I am not relying on any oral or written representation or statements that may have been made by ALIVE Outdoors Inc. to induce me to permit the Participant to participate in the Program, other than those set out in this Agreement. I acknowledge that in all circumstances, any and all liability of ALIVE Outdoors Inc. in relation to the Program shall be determined in accordance with the terms of this Agreement.

participation in the Program involves the Participant's use of facilities and equipment at the Program. I acknowledge that I have been informed of my right to obtain as much information about the Program as

#### **ACCOMMODATION**

I feel is necessary.

I am aware that the following types of accommodation may be utilized during the Program: winterized and non-winterized cabins, tents, tarps, hotel facilities and private accommodations ("Accommodation"). Depending on the Program, I understand that Participants may also spend several nights sleeping outdoors.

I acknowledge that I have read the clothing and equipment list provided by ALIVE Outdoors Inc. and will undertake to provide all necessary clothing and equipment to the Participant. I accept full responsibility for inadequate clothing or equipment and for clothing and equipment which I fail to provide to the Participant.



#### **ACTIVITIES**

I understand that portions of the Program may take place in a wilderness environment and that the Participant may be participating in activities ("Activities") including:

- rock and wall climbing, hiking, backpacking, high and low ropes course activities;
- swimming in lakes, jumping off diving boards, jumping on water trampolines and the like, canoeing and kayaking on lakes, paddle boarding, motorboat or barge transport;
- biking, archery, cross-bow, zip-lining;
- fire-building, cooking over a fire or camp stove, wood carving with the use of knives and fire, orienteering, team-adventure races;
- tennis, basketball, yoga, ultimate Frisbee, football, soccer and other general sports;
- traditional camp games, outdoor-living skills games, portaging on potentially uneven terrain, camping in tents in remote areas including developed and undeveloped campgrounds in rural and wilderness areas.

If the Program takes place in the winter, I understand that Activities may also include:

• snowshoeing, tobogganing, cross-country skiing, lake ice travel, hockey, broomball, skating on lakes or ponds, dog sledding, snow sports and sleeping overnight in a quinzee (snow shelter), tarp, tent, or wood stove heated wall tent, ice climbing, downhill skiing/snowboarding on commercial hills and riding chairlifts without direct supervision.

#### **RISKS**

I understand that the Participant's participation in the Program, including in the associated Activities listed above, involve a risk of serious and/or permanent injury or death and damage to or loss of property. I understand and acknowledge that the Participant may suffer serious and/or permanent injury or death, or damage to or loss of property, resulting directly or indirectly from his/her own negligence, failure to follow direction, misadventure or unavoidable or unintentional accident. I also understand and acknowledge that all of the potential risks cannot be listed in this Agreement.

I understand that the Program may involve other risks including restricted availability of immediate medical assistance; the conduct of other Participants, whether or not such conduct is negligent or reckless; and the contraction of a contagious illness or communicable disease. I understand that the Participant's participation in the Program may negatively affect his/her future ability to study, work, or engage in social or recreational activities.

#### **UNFORESEEN EVENTS**

I understand that ALIVE Outdoors Inc., sometimes in partnership with staff from the host site, will be facilitating Activities of the Program. I understand that despite all reasonable precautions being in place to provide proper organization, supervision and equipment for all Activities, circumstances may arise which are not foreseeable or which are beyond their control. I understand and acknowledge that ALIVE Outdoors Inc. is not responsible for any damages caused by the delay or failure to perform or complete any Activities or to provide any transportation or Accommodation when such delay or failure is due to fires, strikes, floods, acts of God, lawful acts of public authorities, or delays or defaults caused by common carriers, which cannot reasonably be foreseen or provided against.



#### **ACKNOWLEDGEMENT & ASSUMPTION OF RISK**

I acknowledge that I have read, understand and agree with all of the terms of this Agreement, and have had the opportunity to obtain independent legal advice with respect to the terms of this Agreement. I hereby provide my full, voluntary and informed consent to the Participant's participation in the Program.

\_\_\_\_\_ Initial

#### **ASSUMPTION OF RISK:**

I assume any and all risks, including, but not limited to any serious and/or permanent injury or death and damage to or loss of property associated with the Participant's participation in the Program.

#### WAIVER AGREEMENT NOT TO SUE, AND INDEMNITY

In exchange for ALIVE Outdoors Inc. permitting the Participant to participate in the Program, I agree to the following:



- a. I waive any and all liability of ALIVE Outdoors Inc., including vicarious liability, except in circumstances of gross negligence or wilful misconduct;
- b. I will not commence or participate in any type of claim or lawsuit against ALIVE Outdoors Inc., except in circumstances of gross negligence or wilful misconduct; and
- c. I release, indemnify, hold harmless and forever discharge ALIVE Outdoors Inc. for any losses or injury related to the Participant's participation in the Program, except in circumstances of gross negligence or wilful misconduct.

#### **MEDICAL & EMERGENCY AUTHORIZATION**

To the best of my knowledge, the Participant does not have any contagious illnesses and is physically, mentally and emotionally capable of participating in all Activities of the Program. I am not aware of any reason, health-related or otherwise, why the Participant would not be capable of participating in the Activities planned for this Program.

If, to my knowledge, the Participant has any significant change in his/her health condition prior to the commencement of or during the Program, I will inform ALIVE Outdoors Inc. immediately. I acknowledge that my failure to do so may result in the Participant's inability to participate or remain in the Program.

I acknowledge that I have fully read and completed the Medical Form provided by ALIVE Outdoors Inc. and accept full responsibility for the information and any errors or omissions on the Medical Form.

I acknowledge that I have obtained necessary medical and travel insurance for the Participant for the duration of the Program.

#### **RULES AND REGULATIONS**

I agree that any violation of the rules of ALIVE Outdoors Inc. or of the Program by the Participant, or any behaviour or health status that puts the Participant or others at physical or emotional risk may result in the dismissal of the Participant from the Program at the sole discretion of ALIVE Outdoors Inc. I agree to



accept financial responsibility for any costs incurred should the Participant be sent home or dismissed from the Program for any reason, such as sickness or behavioural issues.

#### **EXCLUSIVE JURISDICTION, APPLICABLE LAW AND CLASS ACTION WAIVER**

I agree that any dispute relating to the Participant's participation in the Program shall be litigated, if at all, before the Superior Court of Ontario located in Toronto, Ontario. The applicable law to be applied to any dispute shall be the law of the Province of Ontario.

I waive any and all rights to participating in a class action lawsuit against ALIVE Outdoors Inc.

#### **MISCELLANEOUS PROVISIONS**

ALIVE Outdoors Inc. includes its employees, directors, officers, designates, representatives, agents, successors and assigns. This Agreement enures to the benefit of and binds the parties and their respective heirs, executors, administrators and representatives, successors and assigns.

This Agreement constitutes the entire agreement. If any provision of this Agreement is held by a court to be unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect as drafted.

I consent to photos and videos taken at the Program by ALIVE Outdoors Inc. to be used for promotional purposes for the benefit of ALIVE Outdoors Inc. without compensation.

You must be over the age of 18 years old at the time of signing this Agreement. If you are not over the age of 18 you are required to have your custodial parents/guardians sign the PARENT/GUARDIAN form.

#### I understand that by signing below, I am acknowledging my AGREEMENT TO THE ABOVE:

Print "I have read all of the above and I agree":		
Printed Name:		_
Signature:	Date:	

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#### **ALIVE OUTDOORS - MEDICAL FORM**

In order to be permitted to participate in all activities please fill out this form and return it to your school as soon as possible. A physical exam by your doctor is <u>not</u> required. Please be as detailed as possible. Providing full disclosure allows us to provide appropriate care.

PERSONAL INFORMATION:			
Participant Name:		Date of Birth:	
Permanent Address:			
Parent(s) Name(s):			
		Parent Cell Phone #:	
		Parent Work Phone #:	
Parent Email:			
IN THE EVENT OF AN ENAFRCENCY.	CAN	DE CALLED AT:	
IN THE EVENT OF AN EMERGENCY:	(Contact Name)	BE CALLED AT:	(Contact Phone)
	(Contact Name)		(Contact Filone)
OHIP #:			
OHIP #: If there is no OHIP number, please includ	e a health insurance number b	elow.	
, ·			
HEALTH INSURANCE #:			
(Please send photocopy of insurance, if a	oplicable)		
COMFORT IN THE WATER:			
Regardless of the participant's swimming			
Device (PFD), and are supervised by quali		er-based activities. Ple	ease help us by identifying
the participant's comfort in and around t	he water.		
Confident and comfortable in the	e water	Does not and c	cannot swim
Family Physician:		Participant's Weig	ght:
		Participant's Heig	
		·	
ALLERGIES:			
Peanuts	Fish/Shellfish	∐ Milk	
☐ Tree Nuts	Soy	☐ Eggs	
∐ Wheat	Bees or Wasps	☐ Penicillin	
Other:	(F	Please list all details be	elow).
HAS AN ALLERGY BEEN IDENTIFIED AS A	NAPHYLAXIS? NO YES (	If "YES" describe in de	etail below)
IS AN EPI-PEN REQUIRED FOR A KNOWN	ALLERGY? NO YES (If "	YES" 2 Epi-Pens must	be sent to the program)
Please provide details on the severity and MUCH DETAIL AS POSSIBLE ON ANY ALLI TREATMENT HELPS.		_	
			<del></del>

To the best of my knowledge,	all ALIVE Outdoors activities, except as noted above for ergency, and I am not immediately available for ructors and/or first aid personnel selected by the camp hospitalization, injections, transfusions, anesthesia or above.
To the best of my knowledge,	all ALIVE Outdoors activities, except as noted above for ergency, and I am not immediately available for ructors and/or first aid personnel selected by the camp hospitalization, injections, transfusions, anesthesia or
program or trip. Attach a separate page if necessary.	
program or trip. Attach a separate page if necessary.	
List all regular medications as well as all non-prescription me	edicines or supplements that will be brought to the
Provide details of any other physical or emotional concerns trip.	for which treatment may be necessary at the program or
Provide details of all major or recent medical concerns, illne	esses, operations, injuries or treatments.
Other significant medical issues requiring full awarenes	<del>_</del>
☐ Asthma ☐ Heart/Circulato ☐ Bleeding Issues ☐ Concussion(s)	ory Issues
☐ Diabetes ☐ Debilitating Spo	
Seizures or Epilepsy Sleep Walking	☐ Nosebleeds
MEDICAL CONCERNS: Please indicate any medical issues the participant has been t	treated for:
Are all other immunizations up-to-date?	
IMMUNIZATIONS: Has the participant received a Tetanus shot within the last 1	.0 years? YES NO
	Lactose Intolerant
☐ Vegan ☐ Other:	Glaten intolerant
Other:	Gluten Intolerant
☐ Vegan ☐ Other:	Gluten Intolerant



#### **ALIVE OUTDOORS INC.**

## PARENT/GUARDIAN Acknowledgement of Risk, Waiver and Indemnity Agreement ("Agreement") RETICIPANT NAME: GRADE LEVEL:

PARTICIPANT NAME:	GRADE LEVEL:
NAME OF SCHOOL:	
PROGRAM DATES:	
PROGRAM LOCATION:	
PARENT/GUARDIAN NAME(S) & EMAIL(S):	

IMPORTANT NOTICE: BY SIGNING THIS AGREEMENT YOU ARE ACCEPTING RISKS AND AGREEING TO GIVE UP CERTAIN LEGAL RIGHTS. PLEASE READ CAREFULLY AND DO NOT SIGN THIS AGREEMENT UNTIL YOU HAVE READ IT, COMPLETELY UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

#### **ACKNOWLEDGEMENT & ACCEPTANCE OF RISK AND RESPONSIBILITY**

l,	(parent(s)/guardian(s)	of	the	Participant)	acknowledge	that
	(the "Participant") has bee	n of	fered	an opportuni	ty to take part i	n the
above-specified program (t	he "Program") operated by ALIVE (	Outd	oors l	Inc. I acknowl	edge that I have	read
a description of the Progr	am and understand all of the inl	here	nt an	d potential ri	isks of the inte	nded
activities related to the Pro	gram. I understand that the Partici	ipant	r's pai	rticipation in t	he Program inv	olves
the Participant's use of faci	- lities and equipment at the Progra	m. I a	ackno	wledge that I	have been info	rmed
of my right to obtain as mu	ch information about the Program	as I	feel i	s necessary.		

In signing this Agreement, I acknowledge that I am not relying on any oral or written representation or statements that may have been made by ALIVE Outdoors Inc. to induce me to permit the Participant to participate in the Program, other than those set out in this Agreement. I acknowledge that in all circumstances, any and all liability of ALIVE Outdoors Inc. in relation to the Program shall be determined in accordance with the terms of this Agreement.

#### **ACCOMMODATION**

I am aware that the following types of accommodation may be utilized during the Program: winterized and non-winterized cabins, tents, tarps, hotel facilities and private accommodations ("Accommodation"). Depending on the Program, I understand that Participants may also spend several nights sleeping outdoors.

I acknowledge that I have read the clothing and equipment list provided by ALIVE Outdoors Inc. and will undertake to provide all necessary clothing and equipment to the Participant. I accept full responsibility for inadequate clothing or equipment and for clothing and equipment which I fail to provide to the Participant.



#### **ACTIVITIES**

I understand that portions of the Program may take place in a wilderness environment and that the Participant may be participating in activities ("Activities") including:

- rock and wall climbing, hiking, backpacking, high and low ropes course activities;
- swimming in lakes, jumping off diving boards, jumping on water trampolines and the like, canoeing and kayaking on lakes, paddle boarding, motorboat or barge transport;
- biking, archery, cross-bow, zip-lining;
- fire-building, cooking over a fire or camp stove, wood carving with the use of knives and fire, orienteering, team-adventure races;
- tennis, basketball, yoga, ultimate Frisbee, football, soccer and other general sports;
- traditional camp games, outdoor-living skills games, portaging on potentially uneven terrain, camping in tents in remote areas including developed and undeveloped campgrounds in rural and wilderness areas.

If the Program takes place in the winter, I understand that Activities may also include:

• snowshoeing, tobogganing, cross-country skiing, lake ice travel, hockey, broomball, skating on lakes or ponds, dog sledding, snow sports and sleeping overnight in a quinzee (snow shelter), tarp, tent, or wood stove heated wall tent, ice climbing, downhill skiing/snowboarding on commercial hills and riding chairlifts without direct supervision.

#### **RISKS**

I understand that the Participant's participation in the Program, including in the associated Activities listed above, involve a risk of serious and/or permanent injury or death and damage to or loss of property. I understand and acknowledge that the Participant may suffer serious and/or permanent injury or death, or damage to or loss of property, resulting directly or indirectly from his/her own negligence, failure to follow direction, misadventure or unavoidable or unintentional accident. I also understand and acknowledge that all of the potential risks cannot be listed in this Agreement.

I understand that the Program may involve other risks including restricted availability of immediate medical assistance; the conduct of other Participants, whether or not such conduct is negligent or reckless; and the contraction of a contagious illness or communicable disease. I understand that the Participant's participation in the Program may negatively affect his/her future ability to study, work, or engage in social or recreational activities.

#### **UNFORESEEN EVENTS**

I understand that ALIVE Outdoors Inc., sometimes in partnership with staff from the host site, will be facilitating Activities of the Program. I understand that despite all reasonable precautions being in place to provide proper organization, supervision and equipment for all Activities, circumstances may arise which are not foreseeable or which are beyond their control. I understand and acknowledge that ALIVE Outdoors Inc. is not responsible for any damages caused by the delay or failure to perform or complete any Activities or to provide any transportation or Accommodation when such delay or failure is due to fires, strikes, floods, acts of God, lawful acts of public authorities, or delays or defaults caused by common carriers, which cannot reasonably be foreseen or provided against.



#### **ACKNOWLEDGEMENT & ASSUMPTION OF RISK**

I acknowledge that I have read, understand and agree with all of the terms of this Agreement, and have had the opportunity to obtain independent legal advice with respect to the terms of this Agreement. I hereby provide my full, voluntary and informed consent to the Participant's participation in the Program.

Initial	

#### ASSUMPTION OF RISK:

I assume any and all risks, including, but not limited to any serious and/or permanent injury or death and damage to or loss of property associated with the Participant's participation in the Program.

#### WAIVER AGREEMENT NOT TO SUE, AND INDEMNITY

In exchange for ALIVE Outdoors Inc. permitting the Participant to participate in the Program, I agree to the following:



- a. I waive any and all liability of ALIVE Outdoors Inc., including vicarious liability, except in circumstances of gross negligence or wilful misconduct;
- b. I will not commence or participate in any type of claim or lawsuit against ALIVE Outdoors Inc., except in circumstances of gross negligence or wilful misconduct; and
- c. I release, indemnify, hold harmless and forever discharge ALIVE Outdoors Inc. for any losses or injury related to the Participant's participation in the Program, except in circumstances of gross negligence or wilful misconduct.

#### **MEDICAL & EMERGENCY AUTHORIZATION**

To the best of my knowledge, the Participant does not have any contagious illnesses and is physically, mentally and emotionally capable of participating in all Activities of the Program. I am not aware of any reason, health-related or otherwise, why the Participant would not be capable of participating in the Activities planned for this Program.

If, to my knowledge, the Participant has any significant change in his/her health condition prior to the commencement of or during the Program, I will inform ALIVE Outdoors Inc. immediately. I acknowledge that my failure to do so may result in the Participant's inability to participate or remain in the Program.

I acknowledge that I have fully read and completed the Medical Form provided by ALIVE Outdoors Inc. and accept full responsibility for the information and any errors or omissions on the Medical Form.

I acknowledge that I have obtained necessary medical and travel insurance for the Participant for the duration of the Program.

#### **RULES AND REGULATIONS**

I agree that any violation of the rules of ALIVE Outdoors Inc. or of the Program by the Participant, or any behaviour or health status that puts the Participant or others at physical or emotional risk may result in the dismissal of the Participant from the Program at the sole discretion of ALIVE Outdoors Inc. I agree to accept financial responsibility for any costs incurred should the Participant be sent home or dismissed from the Program for any reason, such as sickness or behavioural issues.



#### **EXCLUSIVE JURISDICTION, APPLICABLE LAW AND CLASS ACTION WAIVER**

I agree that any dispute relating to the Participant's participation in the Program shall be litigated, if at all, before the Superior Court of Ontario located in Toronto, Ontario. The applicable law to be applied to any dispute shall be the law of the Province of Ontario.

I waive any and all rights to participating in a class action lawsuit against ALIVE Outdoors Inc.

#### **MISCELLANEOUS PROVISIONS**

ALIVE Outdoors Inc. includes its employees, directors, officers, designates, representatives, agents, successors and assigns. This Agreement enures to the benefit of and binds the parties and their respective heirs, executors, administrators and representatives, successors and assigns.

This Agreement constitutes the entire agreement. If any provision of this Agreement is held by a court to be unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect as drafted.

I consent to photos and videos taken at the Program by ALIVE Outdoors Inc. to be used for promotional purposes for the benefit of ALIVE Outdoors Inc. without compensation.

ALIVE Outdoors Inc. requires both legal custodial parents/guardians to review, complete, and sign this Agreement. In the event that you are the sole custodial parent please indicate this below.

#### **Custodial Parent/Guardian #1**

TOR01: 5350933: v8.1

I understand that by signing below, I am acknowledging my AGREEMENT TO THE ABOVE:

Print "I have read all of the above and I agree":		
Printed Name of Custodial Parent/Guardian:		
Signature:	_ Date:	
Are you the sole legal custodial parent/guardian for the about If NO, the participant's other legal custodial parent/guardian		
Custodial Parent/Guardian #2 I understand that by signing below, I am acknowledging my	AGREEMENT TO THE ABOVE:	
Print "I have read all of the above and I agree":		
Printed Name of Custodial Parent/Guardian:		
Signature:	_ Date:	