

Activity Waiver and Release Form

Participant Information

Participant's Full Name: _____

Date of Birth: _____

Address: _____

City: _____ Province: _____ Postal Code: _____

Emergency Contact Name: _____

Emergency Contact Phone Number: _____

Activity Information: Day Trip to Canada's Wonderland

Activity Name: Wonder Grad

Date of Activity: _____

1. Acknowledgment of Risks:

I, the undersigned Participant, understand and acknowledge that my participation in the day trip to Canada's Wonderland involves certain inherent risks, including but not limited to the risks associated with transportation, rides, attractions, and other recreational activities. I understand that these risks cannot be eliminated entirely, and accidents and injuries may occur despite the best efforts of the Supervisor and other chaperones.

2. Fitness to Participate:

I hereby certify that I am physically and mentally fit to participate in the day trip to Canada's Wonderland. I acknowledge that it is my responsibility to assess my own physical and mental condition and to refrain from participating if I am not in suitable condition to do so.

3. Release of Liability:

In consideration of being permitted to participate in the day trip to Canada's Wonderland, I, on behalf of myself, my heirs, executors, administrators, and assigns, hereby waive, release, and discharge JOURNIES CORP., hereinafter referred to as the "Released Parties," from any and all claims, demands, actions, causes of action, suits, damages, losses, liabilities, costs, and expenses (including legal fees) arising out of or in connection with my participation in the activity, including but not limited to any claims for personal injury, property damage, or wrongful death.

4. Concurrent Release:

I understand and agree that this release shall be effective and binding upon me even if the Participant or any other person or entity releases or discharges any of the Released Parties from liability for the same claims, demands, actions, or causes of action.

5. Full and Final Settlement:

I understand and agree that this release constitutes a full and final settlement of any and all claims, demands, and causes of action that I may have against the Released Parties arising out of or in connection with my participation in the day trip to Canada's Wonderland.

6. Consent to Medical Treatment:

I authorize the Released Parties to administer or arrange for any medical treatment that may be necessary for me in the event of any injury, illness, or medical emergency that occurs during my participation in the activity. I understand that the Released Parties will make reasonable efforts to contact the emergency contact listed above in the event of a medical emergency.

7. Insurance Coverage:

Participants acknowledge that this activity is not covered by any liability insurance, and participation is voluntary. The corporation, acting as the supervisor, enabler, and liaison, facilitates the trip organized by the students. Participants may seek independent insurance coverage from a reputable insurance company if desired. The corporation

does not provide any insurance coverage for the activity and is not responsible for any incidents that may occur during the trip.

8. Comprehensive Risk Disclosure and Indemnification Clause:

Participants acknowledge that they have been provided with a comprehensive disclosure of the risks associated with the activity and that they fully understand and accept these risks. Participants further agree to indemnify and hold harmless the Released Parties from any and all claims, demands, actions, or causes of action, including but not limited to those arising from the Participant's own negligence or misconduct, as well as from the negligence or misconduct of third parties.

9. Binding Agreement:

I understand that this Agreement is legally binding upon me and my heirs, executors, administrators, and assigns. I acknowledge that I have read and fully understand the terms of this Agreement and that I am voluntarily agreeing to its provisions.

10. Assumption of Risk:

I acknowledge that I am assuming all risks associated with participating in the activity, including but not limited to those not specifically mentioned in this waiver. I understand that accidents and injuries may occur despite the best efforts of the Supervisor and other chaperones, and I agree to hold them harmless in such instances.

11. Limitation of Liability:

I understand and agree that the liability of JOURNIES CORP. and the associated company is limited to the fullest extent permitted by law, excluding liability for gross negligence or willful misconduct.

12. Photography and Videography Release:

I, the undersigned Participant, hereby grant permission to JOURNIES CORP. and the associated company to take photographs and videos of me during the activity. I understand that these photographs and videos may be used for promotional or documentation purposes, including but not limited to website content, social media posts, and marketing materials.

13. Code of Conduct:

I agree to conduct myself in a manner that is respectful to others and in accordance with all rules, regulations, and instructions provided by the Supervisor and other chaperones during the activity. I understand that failure to comply with the code of conduct may result in disqualification from participating in the activity without refund.

14. Equipment Responsibility:

I acknowledge that any equipment provided to me during the activity is my responsibility, and I agree to use it properly and with care. I understand that I will be held liable for any damage caused to the equipment due to my negligence or misuse.

15. Alcohol and Drug Policy:

Participants acknowledge and agree that alcohol and drugs are strictly prohibited during the entirety of the trip. If any participant is found in possession of alcohol or drugs, or is under the influence of alcohol or drugs, they will be subject to immediate removal from the trip. Any confiscated alcohol or drugs will be disposed of accordingly. In the event of such a violation, the participant will be sent home at their own expense, and their parents will be notified immediately, with details of the incident provided.

16. No Refund or Cancellation Policy:

Participants acknowledge and agree to the no refund or cancellation policy outlined by JOURNIES CORP., which includes the option to transfer tickets to another individual if unable to attend, provided that the proper transfer process is followed. In the event of unforeseen circumstances leading to the postponement of the trip, JOURNIES CORP. reserves the right to reschedule, with participants having the option to transfer their ticket to another person if they are unable to attend the rescheduled date. Participants understand that it is their responsibility to ensure that the individual receiving the transferred ticket complies with the terms and conditions outlined in the waiver and release form. By signing below, participants and their parents/guardians (if applicable) acknowledge their understanding and acceptance of this policy.

17. Considerations:

Review by Legal Professional: It is recommended that Participants and their parents/guardians seek independent legal advice before signing this Agreement to ensure they understand its implications.

Understanding of Risks: Participants should carefully consider the risks associated with the activity and assess their own capabilities before agreeing to participate.

Alternative Options: Participants should be aware that they have the option to decline participation if they do not wish to assume the associated risks.

Communication of Concerns: Participants should feel comfortable expressing any concerns or questions they may have about the activity to the Supervisor or other chaperones.

18. Compliance with Ontario Law:

Participants agree that this Agreement shall be governed by and construed in accordance with the laws of the province of Ontario, Canada. Any dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of Ontario.

Participant's Name (Printed): _____

Participant's Signature: _____

Date: _____

Parent/Guardian Consent (if Participant is a Minor):

I, the undersigned parent or legal guardian of the Participant, hereby consent to the Participant's participation in the activity described above. I have read and understand the terms of this Agreement and voluntarily agree to its provisions on behalf of the Participant.

Parent/Guardian's Signature: _____

Parent/Guardian's Name (Printed): _____

Date: _____