

PROGRAM subject to the following terms & conditions

#### TERMS & CONDITIONS OF ENROLLMENT

Westcoast Connection Travel Camp Inc. ("WCC")



The terms "I", "you", "my", "your", refer to the PARTICIPANT and or the PARTICIPANT's Parent/Legal Guardian.

**Application Process.** When WCC receives your Application and deposit, WCC will confirm your enrollment by email. Prior to departure, WCC will send you a forms package, containing the WCC medical form, Acknowledgement and Assumption of Risks & Release and Indemnity Agreement, risk and/or release forms required to be signed for WCC's outside contractors, and other forms. These forms contain important information about the PROGRAM activities and associated risks, as well as your and PARTICIPANT'S responsibilities. Please read these forms carefully and complete and sign as required. PARTICIPANT'S final acceptance to the PROGRAM is contingent upon WCC's receipt and review of all forms.

**PROGRAM Acceptance.** WCC serves students from all over the U.S. and other countries. WCC does not discriminate in admissions policies on the basis of race, color, gender, religion, national or ethnic origin, sexual orientation, age or disability. WCC is not a program for those with severe mental, physical or emotional difficulties. Our areas of expertise do not extend to handling behavioral, emotional, psychological, motivational, rehabilitation issues, or eating disorders. I agree to inform WCC in writing, before or in conjunction with this Application, of my current or past history of counseling and/or psychological or similar therapy for behavior issues or behavior modification. I understand that I have a continuing obligation to inform WCC in writing of any new instance of counseling or therapy occurring after WCC's receipt of this Application, but before PROGRAM departure. WCC reserves the right to request additional medical information for the safe operation of the PROGRAM and to refuse admission in appropriate cases due to safety concerns and any such refusal or removal of a PARTICIPANT for conditions that were not or insufficiently disclosed will be without refund.

**Group composition.** Group sizes are listed on the WCC website and WCC cannot guarantee the group composition including minimum size, balanced gender ratios or whether PARTICIPANTS join independently or with friends.

**Travel arrangements and rules.** I authorize WCC and its representatives to make arrangements, accommodations, rules and regulations they may deem advisable, in their discretion, for the well-being and welfare of all PARTICIPANTS. PARTICIPANTS are expected to comply with all WCC rules and regulations as well as with the applicable laws and regulations of all places visited. Where WCC rules are stricter than the local law, for example regarding use of marijuana or use of alcohol, the WCC rules apply. WCC reserves the right to dismiss any PARTICIPANT from the PROGRAM that staff believes, in their discretion, presents a safety concern or medical risk, is disruptive, inappropriate, offensive, or otherwise conducts him or herself in a manner detrimental to the PROGRAM. If PARTICIPANT is dismissed or departs from the WCC PROGRAM for any reason, no refunds can be granted. No refund is given for any unused PROGRAM features, whether because of PARTICIPANT's choice, bad weather or other reasons. I am responsible for all costs of early departure including the entire cost of transportation whether for medical reasons, dismissal, personal emergencies or otherwise. I agree to pay for any costs (including repair, replacement and cleaning fees) incurred by WCC or WCC's suppliers for property damage, destruction or theft caused by PARTICIPANT while on the PROGRAM.

**Terms of Payment.** Terms of payment are as described on the application for enrollment including final payment must be by December 1, 2020; or for later enrollments within 7 days of enrollment unless otherwise arranged in writing. WCC reserves the right to charge a late fee of \$75 for payments made after the due date. As well, for enrollments that received early registration savings, if full payment is not received by December 1, 2020, WCC reserves the right to deduct the applicable savings. WCC also reserves the right to treat overdue balances as if you are cancelling your enrollment.

**Tuition and Inclusions.** Please see the website PROGRAM description for details and total PROGRAM costs. Payment covers the cost of lodging with shared occupancy, meals as indicated, ground transportation, group activities, and internal flights where indicated (flights other than to the PROGRAM starting point & from the ending point). For any deviations/requests to rooming, additional fees will apply. Tuition advertised is inclusive of applicable taxes. Payment also covers the various services performed by WCC throughout the year and prior to departure in order to prepare for the PROGRAM. These services include researching, planning, scouting and reserving the itinerary; hiring and training of summer staff; as well as providing information to enrolled PARTICIPANTS and their parents. WCC makes all reasonable efforts to keep the PROGRAM as it has been published; however, you agree that the nature of arranging travel requires flexibility and the final itinerary may vary due to availability and factors beyond WCC's control. WCC may in its sole discretion adapt routes and schedules, and substitute services such as hotels, destinations or activities of similar quality for any stated in the PROGRAM. For any activities that are missed or unused after departure due to no fault of WCC, WCC will make efforts to replace it with one of similar quality, but will issue no refunds for such missed activities. WCC does not give a breakdown of the PROGRAM tuition or its parts. Tuition is based on costs including fuel & foreign exchange rates as of October 1, 2020. Although WCC does not expect to change published fees, WCC reserves the right to do so in the event of increased costs, including, but not limited to increased fuel costs, and/or currency exchange rates.

**Exclusions & Additional Costs.** Quoted tuition rates do not include airfare to and from the PROGRAM, internal flights within the PROGRAM unless indicated otherwise, travel insurance, costs associated with obtaining passports or visas, airport departure taxes, baggage fees, meals other than those indicated included, supplementary course fees as indicated, personal snacks, laundry, and activities not listed in the PROGRAM itinerary. I understand that WCC does not engage personnel qualified to provide medical, dental,

health or other similar care or services to PARTICIPANT. Therefore, I agree to pay all costs and expenses incurred directly or indirectly by WCC for this care or other expenses incurred for the well-being of the PARTICIPANT.

**Passports and Visas.** PARTICIPANT is responsible for complying with passport and visa requirements. For international travel, passports must be valid six months beyond your intended return travel date. (In some cases, you will also need to have multiple consecutive blank visa pages within your passport.) Airlines may deny boarding and/or immigration officials may deny entry for passports that expire within six months of your intended return date. WCC cannot be responsible for any additional costs you incur or for loss of time on the PROGRAM as a result of failure to comply with this requirement.

**Air Transportation.** Any flights to and from the PROGRAM, or for any flights within the PROGRAM that are booked by WCC are subject to the carrier's own Terms and Conditions. In such cases, WCC acts only as a sales agent for the applicable air carrier and the air carrier terms and conditions apply to the purchase and use of the air travel ticket. Consult the carrier's applicable terms and conditions of carriage for complete information. WCC is not responsible for changes in air itineraries or flight times. WCC cannot guarantee any seating requests nor be responsible for mileage credit involving airline loyalty programs.

**Lost, Stolen or Damaged Property.** WCC and its representatives shall not be responsible for a PARTICIPANT's lost, stolen or damaged personal belongings. I agree to be responsible for paying for any damages caused by PARTICIPANT.

**Cancellation by PARTICIPANT.** Any cancellation must be by email and refundability will be based on the date of receipt by WCC. I understand that I may withdraw this application up to 90 days prior to departure and receive a full refund of all fees. As it gets closer to the PROGRAM departure, I acknowledge that WCC spends increasing time and funds for the services performed (and listed above under Tuition and Inclusions) prior to my departure. In receipt of these services and in consideration of having enjoyed the benefit of my reservation, I agree that any cancellation will result in the following: from 60 to 90 days prior to departure: 35% of the PROGRAM FEE is non-refundable; from 30 to 60 days prior to departure: 50% of the PROGRAM FEE is non-refundable; Cancellation 30 days or less prior to the departure date and after is without refund.

After December 1<sup>st</sup>, changing from one program to another will result in cancellation fees from the initial program selected.

**Travel Insurance.** WCC strongly recommends purchase of Travel Insurance especially for overseas travel that includes medical evacuation coverage. WCC will send you information on options from companies that many of our families have used over the years and you may view details at Trip Insurance on our website. Any questions about what travel insurance covers or does not cover should be addressed directly to the travel insurance company. WCC is not responsible for any insurance premium, terms of use or otherwise for any insurance policy you choose to purchase.

**Cancellation or change of PROGRAM by WCC.** WCC reserves the right to cancel or change the PROGRAM itinerary, location, dates or duration, for any reason, at any time. WCC is not responsible for costs you incur in preparing for or as a result of a PROGRAM being altered or canceled.

**PROGRAM not operating for reasons beyond WCC's control.** If WCC cannot operate a PROGRAM due to any reason that is beyond the control of WCC (this may include but is not limited to war or warlike operations; civil disturbances or riots; labor difficulties or strikes; terrorism or specific and credible threats of terror; Acts of God, fires, epidemics or pandemics as declared by the CDC or WHO; natural forces such as earthquakes, volcanoes, tsunamis and their resulting consequence; hazardous or unpredictable weather or environmental conditions; government restrictions against travel; quarantines; unsafe conditions); WCC will proceed as follows: From 46 days prior to departure: PROGRAM FEE is fully refundable; from 45 days or less prior to departure: 65% of the PROGRAM FEE is refundable and 35% of the PROGRAM FEE is non-refundable so long as you have paid your balance in full. If your balance is not paid in full, there is no refund; If from the departure date or thereafter, WCC will issue you a pro rata credit for a future PROGRAM. This credit will be transferable to any sibling or friend. If you request a refund instead of a credit, WCC will provide a partial refund of 50% of the pro-rata credit amount. Any flight costs to return home in such a case are the PARTICIPANT'S responsibility

In any case of a PROGRAM cancelled for reasons beyond WCC's control, WCC is not responsible for other costs you incur including airfare in preparing for or as a result of a PROGRAM being canceled.

In such cases, any refund of airfare payments is subject to the carrier's terms and conditions.

**Allergies & Intolerances.** WCC understands many PARTICIPANTS have food allergies or intolerances. Our commitment is to the health and well-being of each of our PARTICIPANTS however WCC cannot guarantee allergen-free meal settings or environments. WCC staff receive training to respond to allergic reactions and to contact emergency personnel if needed although we may travel in remote areas where emergency services may not be easily or readily accessible. You should review PARTICIPANT'S specific needs with WCC prior to enrollment so you may determine if PARTICIPANT is able to self-manage allergies or intolerances.

**Permission to use Images.** I authorize WCC, its subcontractors, and its representatives to take and/or use PARTICIPANT's image, photo, video recording or testimonial in any manner it desires, for advertising, display, publicity or other use without compensation.

**Privacy.** WCC is committed to your privacy and will never sell or rent your personal information to a third-party. By submitting this enrollment form, you agree to the full details of our Privacy Policy available at <https://www.westcoastconnection.com/privacy-policy/>.

**Applicable law and venue.** I agree that this Application and all other aspects of my and my child's relationship with WCC will be governed by the laws of Quebec, and that a suit or dispute must be filed or entered into only in Montreal, Quebec. WCC has built its reputation on providing excellent client service. We understand that situations may arise that you wish to address. You agree to present any claims against WCC within ninety days after the PROGRAM ends and to file any suit within one year of the incident. In any case, WCC shall not be liable for any damages other than compensatory damages, and you agree to these conditions of sale and expressly waive any right to punitive damages. You also agree to pursue any claim you have against WCC individually and waive your right to serve as a representative, litigant, or in any other capacity, and/or to participate as a member of a class of claimants (in a class action), in any lawsuit filed against us.

**Severability.** If any provision of these Terms & Conditions is so broad as to be unenforceable, such provision will be interpreted to be only so broad as is enforceable. The invalidity or unenforceability of any provision hereof will in no way affect the validity or enforceability of any other provision.

**Completion, permission to participate.** I have accurately completed all sections of the Application and have read, understand and agree to the Terms & Conditions outlined above. I agree to review all PROGRAM materials sent and to complete all required forms by the deadlines due. I give permission for the PARTICIPANT to participate in all WCC PROGRAM activities whether conducted by WCC or WCC's outside contractors.

WCC is a registered member of the Travel Industry Council of Ontario (TICO) registration number 50021170.

This Application shall be binding upon WCC only when a confirmation is returned to me.

I confirm my agreement that this application and all related documents be drafted in English. Je confirme ma demande que cette demande ainsi que toute documents s'y rapportant soient rediges en Anglais.