



Camper Agreements and Waivers

Aasanaum Kids Tamil Camp Waiver Summer 2023

Please carefully read the terms and conditions below and sign indicating that you agree to these terms and conditions:

ASSUMPTION OF RISK AND WAIVER OF CLAIMS AND LIABILITY AGREEMENT

This agreement applies to participation in all Aasanaum KidsTamil Camp activities and is a legally binding agreement. For clarity, the “Participant” is the parent or legal guardian of the child that is being enrolled in a Aasanaum Kids Tamil Camp activity. Aasanaum Kids Tamil Camp is hereafter referred to as the “Company” which includes its Directors, Officers, Members, Employees, Volunteers, Sponsors and Owners/Operators of the facilities in which the Company’s events occur.

The Participant is advised to clarify any questions or concerns before agreeing to be bound by this Agreement. This Agreement must be signed by the Participant prior to their child’s (for the purpose of this document, the term ‘child’ shall be considered to be one child or many children) participation in the Company’s event. The Participant acknowledges the terms set out in this Agreement and agrees to be bound by them.

TERMS

1. The Participant warrants that their child is voluntarily participating in an event (hereinafter referred to as an “Activity”) operated or hosted by the Company.
2. The Participant acknowledges the Company is not responsible for any injury, damage, property damage, expense, loss of income, or loss of any kind incurred during or as a result of the Activity, even when caused by the negligence of the organization.
3. The Activities have foreseeable and unforeseeable inherent risks, hazards and dangers that no amount of care, caution or expertise can eliminate, including without limitation, the potential for serious bodily injury, permanent disability, paralysis, and loss of life. These risks include but are not limited to:
 - Executing physical movements while on breaks or simply moving from activity to activity;
 - The failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
 - Serious injury to virtually all bones, joints, ligaments, muscles, tendons and other aspects of the child's body or to the child's general health and well-being;
 - Abrasions, sprains, strains, fractures, or dislocations;
 - Concussion or other head injuries, including but not limited to, closed head injury or blunt head trauma;
 - Physical contact with other campers, equipment, and hazards;
 - Not wearing appropriate safety or protective equipment;
 - Failure to act safely or within the camper’s own ability;

- Failure to remain within designated areas;
 - Exposure to disease including COVID-19 and other contagious illnesses.
4. The Company may offer or promote online virtual programming which have some different foreseeable and unforeseeable risks than in-person programming. These risks include but are not limited to privacy breaches, hacking, ransomware attacks, technology malfunction or damage, in addition to the risks set out above in section 3.
5. The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization and is very contagious. The Company has developed and implemented preventative measures to reduce the spread of COVID-19; however, the Company cannot guarantee that the child will not become infected with COVID-19. Further, participation could increase the child's risk of contracting COVID-19 or any other contagious disease.
6. While the Company will use every best effort to demonstrate and implement reasonable precautions to protect Participants, there is no guarantee that every situation involving risk to a Participant can be avoided when participating in activities delivered by the organization.
7. In consideration of the Company allowing the child to participate in the Activities, the Participant agrees:
- That the Participant is not relying on any oral or written statements made by the Company or their agents, contained in any medium, including but not limited to a brochure or advertisement or in individual conversations, to agree to participate in the Activities;
 - That the child's mental and physical condition is appropriate to participate in the Activities and the Participant assumes all risks related to the child's mental and physical condition;
 - To comply with the rules and regulations for participation in the Activities as outlined in any communication piece provided by the organization; extending to and including additional health and safety practices as required by the organization;
 - To comply with the rules of the facility and use all equipment properly and for its intended purpose only;
 - That if the child observes an unusual significant hazard or risk, the child will remove themselves from participation and immediately bring their observations to a representative of the Company;
 - The risks associated with the Activities are increased when the child is impaired, and the camper will not participate if impaired in any way;
 - That COVID-19 is contagious in nature and the child may be exposed to, or infected by, COVID-19 and such exposure may result in-personal injury, illness, permanent disability, or death; and
 - That the Participant is responsible for choosing the child's safety or protective equipment, such as a mask, and the secure fitting of that equipment.
8. Parents/guardians agree to give camp officials authority to act on their behalf in case of emergency. Furthermore, I/we acknowledge that I/we shall be financially responsible for all medical and other costs arising out of bodily injury or any loss sustained through participation in camp activities.
9. Aasanaum Kids Tamil Camp cannot be held responsible for the loss, damage or theft of any of the camper's belongings brought to camp. We strongly recommend that campers leave their personal valuables at home.
10. Parents/guardians agree to provide their children with daily lunch, drink, snacks, sunscreen and all prescription medications (including epi-pens) where necessary. Please note: all children carrying epi-pens will need to provide the camp with a second epi-pen to be kept in the camp office for emergency use only.

11. Aasanaum Kids Tamil Camps reserves the right to cancel camps due to limited enrollment. There is slim chance that this will occur and a refund for registration will be given at that time.
12. Parents/guardians consent that photographs and/or videos of their child(ren) may be taken and used for Aasanaum Kids Tamil Camps advertising or promotional purposes.
13. I/we certify that my child(ren) is/are in good health and with no medical condition(s) which would prohibit vigorous participation in the registered program(s).
14. I/we hereby acknowledge and accept that there are certain risks arising from or in connection with participation in activities at Aasanaum Kids Tamil Camp.
15. I/we hereby release, waiver, forever discharge and hold harmless Aasanaum Kids Tamil Camp and all their employees, President, Directors, volunteers, trustees, elected and appointed officials, contractors and sponsoring companies, successors and assigns, of and from all claims, demands, damages, costs, expenses, actions and causes of actions resulting from any loss, accident, death, injury or damage to person or property which has arisen or may arise from my/our child/ren's participation in activities or otherwise at Aasanaum Kids Tamil Camp.

DISCLAIMER

1. The Participant assumes all risks arising out of, associated with or related to, participation in the Activities and waives any and all claims that the Participant may have now or in the future against the Company. The Participant accepts and fully assumes all such risks and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from participation in the Activities.
2. The Participant forever releases and indemnifies the organization from any and all liability for any and all claims, demands, actions, damages (including direct, indirect, special and/or consequential), losses, actions, judgments, and costs (including legal fees) (collectively, the "Claims") which the Participant has or may have in the future, that might arise out of, result from, or relate to, participation in the Activities, even though such Claims may have been caused by any manner whatsoever, including but not limited to, the Company's negligence, gross negligence, negligent rescue, omissions, carelessness, breach of contract and/or breach of any statutory duty of care of the Company.
3. The Company is not responsible or liable for any damage to the Participant's vehicle, property, or equipment that may occur as a result of the Activities. This Agreement is governed by the laws of the Province of Ontario and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect. Notwithstanding the Waiver of Claims as set out above, the Participant agrees to file any proceeding against the organization in the Province of Ontario and further agrees that the substantive law of the Province of Ontario will apply with regard to conflict of law rules.

REFUND POLICY

Aasanaum Kids Tamil Camp has a "NO RISK REFUND POLICY" as a result of the pandemic. Families can obtain a full refund (minus the \$25 administration fee) for ANY reason if that request is made by email to aasanaum@gmail.com by the end of May, 2023. As of June 1, 2023, no cash refunds will be granted for any reason (with the exception that the government prohibits day camps from operating), however, full summer camp credits will be issued. No refunds or credits will be issued after July 1st. Once a camper has attended camp there will be no refund issued. Please note that locations may vary year to year. Participants may also switch their week at any time for another week provided spots are available. It is important to note, that the refund policy applies to new enrollments.

In the unlikely event that Aasanaum Kids Tamil camp is forced not to operate because of a government order, the participant will receive a full refund (minus the \$25 administration fee) for summer camp.

Aasanaum Kids Tamil Camp reserves the right not to offer refunds after June 1, 2023 under any circumstances including, but not limited to:

1. Inclement weather or unforeseen facility closures
2. No air conditioning in a facility or it is hot outside
3. A camper is removed from Aasanaum Kids Tamil Camp as a result of the three-strike policy (ie. instances of bullying, other safety related concerns, etc.). or as a result of parental bullying of Aasanaum Kids Tamil Camp staff.
4. A health or safety situation, including situations resulting from a pandemic, epidemic or other health-related matter
5. You have the option to opt out of the field trip (if trip is applicable during the session you choose) and to have your child not participate. However, on the day of the field trip, your child will have to remain home and no alternate camp activities will be offered. All teachers, counselors, and instructors will be attending the field trip and will be unavailable for supervision.
6. The Participant's decision not to send them for any reason at any time
7. A child decides that they are "not enjoying" Aasanaum Kids Tamil Camp. This happens in life and we are not under any illusion that Aasanaum Kids Tamil Camp is for everyone. Please talk with the camp staff about strategies to make the camp more enjoyable but realize that sometimes a child just does not enjoy something. This is no one's fault and children need to learn how to cope with situations that are not, in their opinion, ideal for them.

ACKNOWLEDGMENT

The Participant acknowledges that they have read and understand this agreement, that they have executed this agreement voluntarily, and that this agreement is to be binding upon themselves, their heirs, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal representatives. It is further acknowledged that by signing this agreement the Participant has waived the right to maintain a lawsuit against the organization on the basis of any claims from which they have released herein. The Participant further acknowledges they are not entitled to a refund under any circumstances except as indicated above.

Pay in Full: Pay the full balance now via E-transfer to aasanaum@gmail.com

By selecting "I Agree", you agree that you are to be bound by all that is contained in this form



I hereby agree to the content of the waiver as stated above:

(Signature)

(Print Name)

(Date D/M/Y)