

ENROLMENT AGREEMENT (Participant)



I am the parent/legal guardian of _____ (the "Participant").

The Participant would like to take part in one or more Program Sessions (January to December of **2019**) at Nova's Ark (the "**Program**"). In exchange for allowing the Participant to take part in the Program, I hereby remise, release and forever discharge each Nova's Ark and its officers, directors, servants, employees and agents, and their respective successors and assigns (collectively, the "**Releasees**"), of and from any and all claims, demands, suits, actions and causes of action of every kind, howsoever arising, in respect of death, injury, loss or damage to the Participant and/or the Participant's property, which may in any way arise by reason of the Participant's participation in the Program and/or presence on Releasees' premises (collectively, "**Claims**").

I FURTHER AGREE AND UNDERTAKE to hold and save harmless and to indemnify all of the Releasees, from and against any and all Claims which may be brought against it by or on behalf of the Participant, or by any person whatsoever.

I CONFIRM (and acknowledge that the Releasees rely on the accuracy of the information set out below) that:

a. the Participant is capable of taking part safely in the full Program and all activities except the following activities: _____

b. the following are the Participant's health problems or concerns that Nova's Ark should be aware of:

Describe any specific medical conditions/diagnosis which must be taken into consideration in order to provide maximum daily activity.

If the Participant experiences high anxiety situations, please describe how they may react, and share suggestions on how we may be able to support them.

List any allergies, sensitivities, seizures. Please provide protocol.

If the Participant takes medication, please list the medication, dosage and time taken.

- c. Aside from the health problems or concerns listed above, the Participant is in good health and I have fully disclosed all medical, psychological and/or emotional problems or concerns; in case that such problems or concerns change before arrival at the Program, I will disclose such changes in writing to the Releasees;
- d. in case of emergency, should I not be immediately available for consultation, I hereby give permission to the staff of the Releasees to hospitalize, secure proper treatment for, and/or to order and secure necessary related transportation, injections, anaesthetics or surgery for the Participant, and that I agree to be fully and solely responsible for any extra medical expenses so incurred by the Participant.

I ACKNOWLEDGE that

- a. in the course of the Program, photos and videos may be taken of the Participant. These photos/videos are the property of Nova’s Ark and may be used on the website and during presentations to promote the vision of Nova’s Ark. First names may be used, but no last names are attached to the photos at any time;
- b. the Participant’s involvement in the Program involves risks and hazards incidental thereto all of which are assumed by me;
- c. the Courts of Ontario shall have exclusive jurisdiction over any Claim, legal dispute, or cause of action in any way arising out of the Participant’s involvement in the Program or presence on the Releasees’ premises;
- d. I have read and understood this Enrolment Agreement; and
- e. I have executed this Enrolment Agreement voluntarily, after receiving, or having had the opportunity to receive, independent legal advice.

Date: _____

(Signature of Parent/Legal Guardian)

Parent/Guardian Name: _____
(Please Print)

Participant’s Name: _____
(Please Print)

OHIP# of Participant: _____