

Howl Program

Participant Agreement



The Howl Experience — Participant Agreement

Including acknowledgement & assumption of risks, and agreements of release and indemnity

Please read this document carefully. It must be signed by all Participants and a parent or legal guardian if the Participant is a minor (under the age of 18). In agreement of the services provided by The Howl Experience, hereafter referred to as Howl, I agree, for myself (and for minor Participants if I am signing as a parent or guardian), to the following:

1 Definitions

Activities – Any activities that are planned and organized by Howl and are conducted under the supervision of Howl Staff. These Activities contribute to the overall Program outcomes and Participant development. These Activities do not include activities that take place separately from the Howl Program during Participants’ Free Time that is separate and distinct from the Howl Program.

Free Time – Any time within the bounds of the Program start and end date during which planned Activities are not taking place.

Participant – Any person who is enrolled in a Howl Program or takes part in Activities planned and organized by Howl.

Premises – The buildings and facilities in which Howl Activities primarily take place, including bedrooms, common areas, kitchen and the grounds surrounding the buildings. The term “Premises” includes all furnishings, appliances, fixtures, and equipment placed in or upon said buildings and facilities.

Program – The assortment of Activities that make up the Howl Program. Activities that are not planned, organized or supervised by Howl fall outside of the Program.

Staff – Any individual employed or engaged by Howl who is an employee or volunteer. This includes all paid staff, volunteer staff and independent contract staff

Visitor/Guest – Any person who is not Howl Staff or a Howl Participant.

2 Program Policies

The following Program Policies have been developed to safeguard the well-being of all Participants and Staff. Failure to adhere to the terms of this Agreement will result in consequences which may include one or more of the following steps:

- Coaching
- Verbal agreement
- Written feedback
- Written agreements
- Increased supervision
- Removal from the Program

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If a Participant does not adhere to any term of this Agreement, the Participant and Howl Staff will jointly discuss the consequence(s) within a reasonable time period which should follow the terms of this Agreement. If there is a disagreement between the Participant and Howl Staff about the appropriate consequence(s), Howl Staff reserve the right to make the final decision about the course of action.

2.1 Accommodation

Participants will be living in shared accommodation (referred to hereafter as the Premises). Rooms will be assigned by Howl Staff. Howl reserves the right to transfer or change room assignments when deemed necessary. It is the responsibility of Participants to establish room and community standards in collaboration with Howl Staff.

Participants will:

- Use the Premises for residential purposes only and ensure that no pets or animals, flammable substances or hazardous materials, or appliances that pose a fire risk are allowed in or on the Premises;
- Not perform illegal acts or carry on an illegal trade, business or occupation in the Premises;
- Adhere to the policy on Visitors/Guests (outlined below);
- Keep the Premises in a clean, neat and tidy condition;
- Act in a way that is respectful and may not constitute a nuisance or a disturbance to other Participants or Visitors/Guests in or on the Premises; and
- Observe the quiet hours of 10:00 PM to 7:00 AM while on the Premises.

Participants agree to be liable for any damage they may cause to the property of Howl or others, including the Premises. Howl is not responsible for loss, theft, or damage to a Participant's personal belongings at any time during the Program, including storage by Howl or others.

2.2 Substance Use

The possession and consumption of alcohol and illegal drugs is prohibited during Program Activities and on the Premises.

Smoking and vaping are prohibited on the Premises, except in a designated smoking area by Participants ages 18 or older only. Consumption of cannabis may be permitted outside of Program Activities according to the conditions of the Premises.

Participants are responsible for ensuring that their cannabis consumption adheres to provincial or territorial regulations in which the program occurs and does not interfere with their participation or the participation of others in the Program.

2.3 Expected Behaviours

Participants are expected to take part in all of the scheduled Activities, except in specific situations that have already been communicated to Howl Staff. Participants are expected to be on time for Activities. It is the responsibility of Participants to communicate scheduling conflicts and anticipated late arrivals to Howl Staff so as to cause the least amount of disruption to the Program.

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Participants are expected to conduct themselves in the community in a way that reflects the values of Howl. If a Participant fails to conduct themselves in the community in a way that reflects the values of Howl, the consequences set out under Program Policies on page 1 and 2 shall apply.

2.4 Harassment & Discrimination

Howl has a zero-tolerance policy towards harassment in accordance with the Alberta Human Rights Commission. Harassment that is covered under the *Alberta Human Rights Act* occurs when an employee (Howl Staff) or Participant is subjected to unwelcome verbal or physical conduct because of race, religious beliefs, colour, gender, gender identity, gender expression, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status or sexual orientation. Alberta human rights law prohibits workplace harassment based on these grounds. The behaviour need not be intentional in order to be considered harassment.

Howl has an organization-wide policy intended to prevent harassment of any type, including sexual harassment, of its employees, participants, partners and volunteers and to deal quickly and effectively with any incident that might occur. This policy is made available to all persons affiliated with Howl.

2.5 Visitors & Guests

Participants and Howl Staff may invite Visitors/Guests from outside of the Program to certain Activities. Visitors/Guests who will be participating in Howl Activities will require the prior approval of Howl Staff and will be permitted at the sole discretion of Howl Staff, to be identified on a case-by-case basis. Visitors/Guests will be required to read and sign this Agreement.

Visitors/Guests are required to vacate the premises between the hours of 10:00 PM and 7:00 AM. Overnight Visitors/Guests (between the hours of 10:00 PM and 7:00 AM) are prohibited on the Premises, except where explicit verbal or written permission has been provided by Howl Staff. Howl reserves the right to bar, remove or restrict Visitors/Guests from Activities and the Premises who do not abide by the terms of this Agreement.

3 Activities and Risks

I understand that Howl Programs are delivered in a variety of indoor and outdoor settings and acknowledge that the Program Activities have risks, including certain risks, which are inherent. Inherent risks are those which cannot be eliminated without destroying the unique character of the Activities. These elements can cause loss or damage to equipment, accidental injury, illness, or in extreme cases, permanent trauma, disability or death. I understand that Howl considers it important for me to know in advance what to expect and to be informed of the Activities' inherent risks. The following describes some, but not all, of those risks:

- Howl Activities may be strenuous, physically and emotionally.
- Howl Activities may occur on public lands and shared community spaces that are open to the public, and exposed to the acts of persons not associated with Howl. Some of these public lands and shared community spaces are remote. Communication and transportation may at times be limited and evacuations and medical care may be significantly delayed.

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- Physical activities include, but are not limited to, walking, running, hiking, repetitive lifting, and carrying. At times students will be in close physical proximity to one another or instructors. Certain Activities will require travel by foot and other means, over unimproved roads, hiking trails and rugged off-trail terrain including downed timber, river crossings, snow, ice, steep slopes, slippery rocks, and other features. The risk of these Activities includes falling, drowning, becoming lost, and others usually associated with such Activities, including environmental risks.
- Environmental risks and hazards include, but are not limited to, flowing, deep and cold water; harmful insects, snakes, animals; falling and rolling rock; avalanches; lightning, falling timber, and unpredictable forces of nature, including all types of weather which may change to extreme conditions without notice.
- Equipment may fail or malfunction
- Howl may require Participants to arrange transportation to locations away from the Premises from which further Activities will be conducted. This travel is not supervised by Howl and includes the use of sharing of personal vehicles that are not owned or controlled in any way by Howl.
- Decisions made by Howl Staff, other staff (including volunteers), contractors, and Participants will be based on a variety of perceptions and evaluations, which by their nature are imprecise and subject to errors in judgement. Misjudgements may pertain to, among other things, a Participant's capabilities, environment, terrain, water and weather conditions, natural hazards, and medical conditions.
- Howl is not responsible for Participants, including minors, before the start and after end dates of the Program or if they depart early. Between the start and end of the Program, students are not under direct supervision before or after the scheduled Program Activities.
- Howl has no responsibility for Participants and Participants accept the risks that arise from unsupervised Free Time and all activities that occur outside of the scheduled Program Activities.
- Howl Programs are instructional in nature. Participants accept the risks of instructional activities, which are intended to challenge Participants to expand their skills and judgement.
- As part of their involvement in Howl participants may be involved in the co-development of physical and digitized art work, writing stories, providing written and verbal feedback reflecting on their experience to help inform Howl and other staff about their learning while also informing evaluation and program research. Youth will retain the copyright of such work, but may be asked for permission to use such work by Howl as part of marketing and promoting the program, and in program reports.
- Participants are expected to participate in tasks related to the daily operations of the Program. These tasks include, but are not limited to: meal preparation, cleaning and tidying of program spaces and residences.

I have read and understand the general information about Howl, its Activities and its Programs. I acknowledge that the Howl Staff have been available to more fully explain to me the nature, demands, and the inherent risks, hazards, and dangers associated with this Program.

3.1 Acknowledgement and Assumption of Inherent and Other Risks

I understand and acknowledge that the description above ("Activities and Risks") of the inherent risks of Howl Programs is not complete and that other, including unknown or unanticipated, risks, inherent or otherwise, may result in injury, illness, death or property loss. I acknowledge that my (or the minor Participant's) participation in this Howl Program is purely voluntary, and I wish to (or have the minor Participant) participate in spite of and with knowledge of the inherent and other risks involved. I acknowledge and assume the inherent risks described above and all other inherent risks of my (or the minor Participant's) Howl Program as well as any other risks of enrolling, participating in, or being present on a Howl Program or during Free Time.

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I acknowledge that The Howl Experience have not arranged and do not carry any insurance of any kind for my benefit or that of the Program and Participant my parents, guardians, trustees, heirs, executors, administrators, successors and assigns. I represent that, to my knowledge, I am in good health and suffer no physical impairment that would or should prevent my participation in the Program and Activities.

3.2 Agreement of Release and Indemnity

I hereby forever release, hold harmless and agree not to sue Howl, its officers, directors, trustees, agents, and staff including employees, volunteers, and interns ("Released Parties"), with respect to any and all claims of loss or damage to person or property by reason of injury, disability, death, or otherwise, suffered by me (or by a minor Participant for whom I sign), arising in whole or part from my (or the minor Participant's) enrollment, participation, or presence on a Howl Program. I agree further to indemnify ("indemnify" meaning to defend, and to pay or reimburse including costs and attorney's fees) Released Parties against any claim by a member of my (or the minor Participant's) family, a rescuer, another Participant, or any other person, arising in whole or part from an injury or other loss suffered by or caused by me (or by the minor Participant) in connection with my (or the minor Participant's) enrollment, participation in, or presence on a Howl Program. These agreements of Release and Indemnity are intended to be enforced to the fullest extent permitted by law and include claims of negligence, but not claims of gross negligence or intentionally wrongful conduct.

3.3 Other Provisions

Howl is authorized to obtain or provide emergency evacuation, hospitalization, surgical or other medical care for me or for the minor Participant. I understand that situations may arise in which third party medical care is not available and which require Howl Staff to provide first aid and possible more advanced procedures, employing wilderness first responder training. Howl and any such third-party medical care providers are authorized to exchange pertinent information with each other. Costs associated with medical services, including evacuation shall be borne by me.

Howl may use the services of private contractors for certain tasks, including, for example, transportation and food service. Howl is not responsible for the acts or omissions of such contractors.

Howl may use photos of youth participating in activities, testimonies and other images, in program evaluation and reports, promotional material, videos, and press releases. Youth will retain copyright for any artefacts created or co-created by them (e.g., artwork, photos, reflections).

I understand that this document is intended to be as broad and inclusive as permitted by the laws of the province in which the Program and Activities take place and agree that if any portion of this Agreement is invalid, the remainder will continue in full legal force and effect.

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The Participant and the parent(s) or guardian of a minor Participant have read this page and the previous five pages of this Agreement and understand and voluntarily agree to all of the terms in this Agreement. Any modifications of this Agreement must be approved by The Howl Experience in writing. I intend an electronic signature or an electronic copy of my signature to be as valid as an original handwritten signature.

_____/_____/_____
Participant Signature Age Date Signed Printed Name

If the Participant is under 18 years of age, at least one parent or guardian must also sign. I agree for myself, and on behalf of the minor Participant, to all of the terms in this agreement. I have legal authority to act on behalf of the minor Participant.

_____/_____/_____
Parent/guardian Signature Date Signed Printed Name

_____/_____/_____
Witness Signature Date Signed Witness Name