



Dear Parents,

On behalf of the Board of Education of School District NO. 8 (Kootenay), we look forward to having your student join the District's international program.

From time to time, during the school year, international students are invited to participate in outdoor education activities, such as camping, skiing, hiking and boating.

These activities are not a mandatory part of the program, but they are intended to provide students with an opportunity to gain new experiences ("Outdoor Activities"). Many students enjoy and look forward to participating in these activities.

While the School District takes the safety of students seriously, these Outdoor Activities do create additional risks for students. We will provide parents with notice of the Outdoor Activities during the year and an explanation of the risks and safety measures in place. Please ensure that you review these materials carefully before you and your child make a decision about participating.

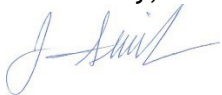
If your child intends to participate in some or all of these activities, please sign and return the attached Participation Agreement. Any questions about this Agreement should be directed to Jann Schmidt.

The School District has arranged for some of the Outdoor Activities to be offered or instructed by other specialty organizations (the "Third Party Providers"). The Third Party Providers may require parents/guardians to sign legal risk forms as a condition of student participation.

It is also important that you review all of these forms carefully before signing them as they may affect your legal rights, such as your ability to seek legal recourse against the School District or Third Party Providers.

If you have any questions about these forms or your child's participation in the Outdoor Activities, please feel free to contact me by email at [Jann.Schmidt@sd8.bc.ca](mailto:Jann.Schmidt@sd8.bc.ca)

Yours truly,



Jann Schmidt

District Principal of International Education

[Jann.Schmidt@sd8.bc.ca](mailto:Jann.Schmidt@sd8.bc.ca)



## OUTDOOR ACTIVITIES FOR INTERNATIONAL STUDENTS CONSENT AND PARTICIPATION AGREEMENT

This Consent and Participation Agreement provides information to international students and their parents/'guardians about their option to participate in the Outdoor Activities Programs of the Board of Education of School District No. 8 (Kootenay Lake) (the "Outdoor Program") along with the measures we have put in place to mitigate risks to students, and our expectations of students and parents. Once you have reviewed this form, please ensure that both you, as the parent/guardian, and your student sign and return it to the School District.

(References to the "parent/guardian" and the "student" refer to the parent/guardian and student listed below, and references to "you" or "your" means the parent/guardian and the student. References to the School District refer to the Board of Education of School District No. 8 (Kootenay Lake).

### This Participation Agreement

Students who make the decision with their parents/guardians to participate in some or all of the activities offered through the Outdoor Program will be required to sign and return a copy of this Participation Agreement to the School District. Please review this Agreement carefully before signing it. Questions about the Outdoor Program should be directed to Jann Schmidt at [Jann.Schmidt@sd8.bc.ca](mailto:Jann.Schmidt@sd8.bc.ca).

### Your Responsibilities

It is the responsibility of students and their parent/guardian to (1) ensure the student is physically and medically fit and able to participate in the Outdoor Program(s) (and to seek medical advice where appropriate); (2) identify to school authorities or refrain from participating in any activities in which the student is unable to safely participate; (3) refrain from any activities or conduct that may place other participants at risk; (4) read the school's Code of Conduct and comply with all Outdoor Program and health and safety rules and the directions of teachers and instructors; (5) comply with all other public health guidance and requirements in place from time to time regarding attendance at group events and activities; and (6) ensure that any medical or other insurance in place for the student is sufficient to address any added risks posed by the Outdoor Program.

### Nature of the Risks

By signing this Participation Agreement, the parent/guardian and the student acknowledge and agree that they consent to the student's participation in such Outdoor Program(s) and all related activities, and understand and acknowledge that this may expose the student to risk of personal injury, illness, property damage, expense and loss (collectively the "Losses"). Losses may include personal injury (cuts, bruises, head injury, broken bones, concussion, sprains, strains, burns, vision or hearing loss, spinal injury etc.), infection, illness (including as a result of COVID-19 exposure), disability, death, property loss or damage, delay or inconvenience, expense and other financial cost or loss, or the cancellation or curtailment of the activity itself. Losses may arise from causes that are anticipated or unanticipated, such as direct participation in the activity or from related local activities or travel to or from related events or activities, including when arising from risks such as accident, inclement weather, crime, civil unrest, earthquake or nature disaster, trip interruption or cancellation and other similar risks.



### Emergency Medical Care

In the event of injury or other medical emergency involving the student, the School District may arrange to provide care to the student and/or to transport the student to a medical facility. The School District will make efforts to contact parents/guardians in such circumstances, but may, if necessary, make arrangements for the delivery of first aid or medical care to the student before parents are contacted.

### Waiver and Release

To the fullest extent permitted by law, and in consideration of the School District facilitating the student's participation in the Outdoor Program(s), the student and their parent/guardian agree to waive and release the School District, and its board members, officers, employees, volunteers and representatives ("Personnel") from any and all actions, claims, demands, suits, damages, costs and expenses that they now have, or at any time in the future may have, as a result of any Losses they suffer or incur or otherwise arising from the student's participation in the Outdoor Program ("Claims"), including any and all Claims directly or indirectly arising or caused by the negligent acts or omissions of the School District. The student and their parent/guardian further agree not to sue or assert any claim against the School District for any reason whatsoever arising from the Student's participation in the Outdoor Program.

### General

By completing the document, you acknowledge and agree that: (1) You have read and understand and agree to this Participation Agreement and agree that it is binding on you and your heirs, executors, administrators, assigns and representatives. (2) You will ensure that you (and the student) comply with any rules and health and safety measures as communicated by School District administration, teachers and instructors; (3) the parent/guardian has the legal authority to enter into this Participation Agreement on their own behalf and on behalf of the student; (4) by providing this Consent and participating in the above referenced activities and events, you voluntarily assume all risks of the Losses described above; (5) You consent to the collection, use and disclosure of your personal information and your child's personal information as described above. (6) This Agreement is the entire Agreement between the School District and you concerning the subject matter set out herein and replaces and supersedes all prior verbal or written agreements concerning the same subject matter; (7) If any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, it will be deemed to be severed and deleted and it shall not affect the validity of the remaining provisions of this Agreements.

I am the parent/guardian of the Participant, and I accept this Agreement on my own behalf and on behalf of my student.

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Student

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date