

Participant Agreement

Complete all sections. Incomplete forms will not be accepted. Make sure all information is correct. Purposely giving false information may lead to your being dismissed from the program.

Personal Information

Use full legal name, date of birth, and sex as it appears on your official identification. This information is required for your travel documents.

First Name _____ Last Name _____

Date of Birth (e.g. January 14, 2013) _____ Age _____

M F X

Mailing Address _____

City _____ Province _____

Postal Code _____

Contact Phone Number _____

Parent or Legal Guardian 1

If there is one single parent or legal guardian, please write N/A on the second.

First _____ Name Last Name _____

Contact Phone Number _____

Parent or Legal Guardian 2

First _____ Name Last Name _____

Contact Phone Number _____

Emergency Contact

In case parent or legal guardian cannot be reached, please provide one other emergency contact.

First _____ Name Last Name _____

Contact Phone Number _____

General Terms and Conditions

Statement on Government Funding and Collection of Participant Information

I understand that Canada funds this YMCA program, and therefore the program may be subject to government approval and conditions, which may be varied from time to time. Participation in this program is non-transferable. Should funding cease, YMCA shall refer participants to a government representative for more information or to other service providers in the community whenever possible.

I also understand that since funding for the program has been provided by Canada, Canada needs my participant information to measure the result of the program, evaluate the program's success in achieving stated objectives and meet reporting accountabilities to the Parliament and the Canadian Public.

The information is administered in accordance with the Privacy Act and the Department of Employment and Social Development Canada Act. I have a right under the Access to Information Act to obtain that information. For more information about your privacy rights, visit the Government of Canada website. www.Canada.ca

I understand that in addition to collecting information on behalf of the Government as required, YMCA may be involved in other research projects. In order to provide the highest standard of program quality, participants may be requested to complete a questionnaire either before, during and or after the exchange has taken place. All information collected will comply with Canada's Privacy Act or applicable provincial or municipal privacy law.

Limitation of Liability

YMCA is not responsible for any bodily injury, loss, or damage to personal property suffered by the participant before, during, or after the exchange, unless such injury, loss, or damage is the direct and sole result of proven negligence on the part of YMCA. I understand that participation in the program is voluntary and permit my child to participate in the Program.

YMCA Commitment to Privacy

YMCA of Greater Toronto is committed to protecting personal information by following responsible information handling practices. YMCA collects and uses information I volunteer when I access or register for a YMCA program in order to better meet my service needs, to ensure a safe environment, for statistical purposes, to inform me about the YMCA program in which I am registered, and to satisfy government funding and regulatory requirements. I may also hear from YMCA periodically about other programs, services and opportunities that may interest and benefit me. I may request access to information under the applicable privacy law. For more information on YMCA's commitment to privacy, please visit the website: <https://ymcagta.org/privacy>

YMCA Commitment to Confidentiality

Both YMCA and the Group Leader are committed to the respect of the individual, which includes the maintenance of participant confidentiality. However, the confidentiality of the YMCA-participant relationship is not absolute. There are circumstances that limit the confidentiality of such information. YMCA may collect, use or disclose information without your prior knowledge or consent if it is in your best interest as in, for example, an emergency situation where the life, health or security of an individual is threatened. YMCA may disclose personal information without prior knowledge or consent:

1. To a lawyer or other legal representative of the YMCA.
2. To a government body or agency in certain circumstances.
3. To the relevant authorities if you disclose information relating to the abuse of a child or vulnerable person.
4. To comply with a subpoena, warrant or other court order, or as may be otherwise required by law.
5. To the extent that this information is required to provide program services, including but not limited to program delivery and site coordination.

Exchange Participation

To take part in YMCA Youth Exchanges Canada, all participants must show that they understand their responsibilities within the exchange and must show mature and responsible behaviour at all times. The participant and parent or legal guardian are asked to sign this form to indicate that both accept the following conditions as well as agree to respect the guidelines set by the Group Leader.

The participant's parent or guardian acknowledges and agrees that:

- The Group Leader is responsible for planning and organizing the exchange and ensuring that any relevant School Board/District or Organization policies and procedures related to elements of the Program are followed, including but not limited to communicable illnesses, overnight excursions, water-based activities, field trips, and virtual engagements as the program or part of the program may be provided via an online platform unless otherwise notified.
- I understand that to participate in a travel based in person exchange, all participant and group leader travelers will need to meet any travel and transportation vaccination requirements as outlined by the Government of Canada at the time of travel.
- I also understand that all participants and group leaders will need to adhere to local, provincial and territorial public health guidelines, mandates and vaccination requirements in both home and host communities throughout the duration of the exchange period.
- The Group Lead is responsible for sharing the risks associated with the exchange activities with parents and guardians.
- I confirm that my child/ward is not suffering from any contagious illness and is mentally and physically fit to participate in the exchange. I have informed the Group Leader of any concerns that may need to be accommodated (e.g. severe food allergies, etc.).
- I have provided the necessary health history of the participant as needed.
- In the event of an accident, injury or illness involving my child/ward and I cannot be contacted immediately, I authorize the Group Leader to secure all medical and surgical treatment deemed necessary by the attending medical professional(s).
- I agree that in the event of emergency medical attention or evacuation, I will not hold YMCA responsible for the associated costs.
- I understand that the mandatory host screening requirements for a home stay requires that each host family sign a host contract and provide four references, and that three reference interviews will be conducted.
- I understand the responsibilities involved in a reciprocal home stay exchange.
- Special Provision: The YMCA Youth Exchanges Canada program does not obtain police record checks for hosts and alternate hosts.
- If our twin group is unable to provide a home stay, I understand that the twin Group Leader will arrange a YMCA approved safe and secure alternative lodging for the group and that the Common Stay Information Form will be reviewed and approved by our Group Leader.
- The Photo and Video Consent, Assignment and Release Form has been made available to us.

The parent or guardian and participant also acknowledge and agree that:

- The participant will have to comply with a Code of Conduct developed with the Group and understand that consequences for violating the code may include dismissal, upon notification to the parent/guardian.
- Behaviour that puts the participant or others at physical or emotional risk will result in immediate dismissal from the program, at the discretion of the Group Leader.
- The parent/guardian and/or participant will communicate any disability-related accommodations needed to the Group Leader.
- The participant will attend all organized group activities and may not leave the site of any activity without the permission of the Group Leader.

- The participant will keep the identity of the Group, participants and leaders confidential during online sessions.
- The participant is responsible for ensuring confidentiality by closing other programs on the computer while in a video group call, planning ahead to minimize distractions, and not answering calls or text messages while on the call.
- The participant will not record or broadcast any virtual group sessions by audio, camera or screenshot. The participant understands that they can reach out to the Group Leader for support.
- Parents / Guardians will be responsible for expenses incurred as a result of a dismissal.

Air Travel Cancellation Policy

I am aware that if the participant fails to go on the exchange without cause (one the YMCA reviews and approves), I will be accountable to the group for the funds spent.

☐ **I have read the above Air Travel Cancellation Policy and understand the financial implications of an unused ticket**

Declaration

I, (Parent/Legal Guardian) _____ certify that all information provided in this application is, to my knowledge, true and complete

I consent to and authorize the release and disclosure of this information to representatives of the Government of Canada (Canada) department that funds the YMCA Youth Exchanges Canada Program, delivered by the YMCA of Greater Toronto in partnership with YMCA BC, and the YMCA of Northern Alberta (collectively referred to as YMCA) for the specific statistical and related purposes

I have read the Participant Agreement in its entirety. I understand and agree to all the terms in the General Terms and Conditions, the Exchange Participation Acknowledgement and Air Travel Policy sections. By allowing my child/ward to participate, I freely accept and fully assume all risks, dangers and hazards resulting from participation in the Exchange Program.

Signature of Parent/Guardian

Date

Signature of Youth Participant

Date

Photo and Video Consent, Assignment and Release Form

PURPOSES: For marketing, advertising, promotional and/or communication purposes, the YMCA may, from time to time, take photographs and/or video recordings of YMCA based activities or events that include real people, which photographs and video recordings will be placed in the YMCA National Photo Bank and which may be used by any YMCA in Canada (the "Purposes"). For purposes of this Form, "YMCA" refers to the local YMCAs and YMCA-YWCAs in Canada and to YMCA Canada, the national association of local YMCAs and YMCA-YWCAs across Canada.

By signing this Form, you are consenting to the taking of photographs and/or video recordings of you and/or your child by the YMCA for the Purposes, you are assigning to the YMCA, and waiving any rights you have related to, any such photographs and/or video recordings, and you are consenting to the use of any such photographs and/or video recordings, in whole or in part, by the YMCA for the Purposes.

For valuable consideration received but without any promise of remuneration, **I hereby agree to allow photographs and/or video recordings to be taken of me and/or my child**, whether posed or candid, while I am on YMCA property and/or participating in YMCA activities or events, **to be used by the YMCA in connection with the Purposes**, whether on the YMCA's internet web site, in YMCA printed materials, or in any other medium (the "Work Product"). I confirm that the YMCA shall not be obligated to use the Work Product.

I understand that the Work Product is being created under the direction and control of the YMCA. **I hereby irrevocably assign to the YMCA any and all rights, including copyright, financial or moral, that I may have in the Work Product.** I agree that the YMCA has the sole worldwide ownership and rights in and to the Work Product, including copyright interests, and I acknowledge that I have no interest or ownership in the Work Product or its copyright. Photos and/or video recordings will not be sold to third parties and will not be used by third parties except in cases where a third party has been contracted by the YMCA to create the Work Product.

At the YMCA of Greater Toronto, we may use Artificial Intelligence (AI) tools to help with editing tasks such as sorting or colour-correcting photos and videos. These tools do not alter your likeness and are used solely to support and expedite the editing process. The use of such AI tools is governed by confidentiality, privacy, and information security controls in accordance with the YMCA of Greater Toronto's policies and applicable laws.

I agree that I will not bring or consent to others bringing a claim or action against the YMCA on the grounds that anything contained in the Work Product, or in the manner in which the Work Product is used, is defamatory, reflects adversely on me, or violates any other right whatsoever, including rights of privacy and publicity. **I hereby release and forever discharge each of the YMCAs**, its officers, directors, employees, agents, partners and affiliates, and their respective heirs, executors, personal legal representatives, successors and assigns, as applicable, from all actions, claims, causes of action, suits, demands, liabilities and damages whatsoever, in law or equity, which I may have against any of them in connection with the Work Product.

I confirm that I am over the age of majority for the province in which this is signed and am competent to execute this Form and to participate in the development of the Work Product; or, to the extent that I am under the age of majority for the province in which this is signed, have had my parent or guardian review this Form and consent to my participation in the creation of the Work Product on my behalf.

Any inconsistency between this Form as expressed in English and any other language shall, to the full extent permitted by applicable law, be resolved by reference to the English version. Les parties ont convenu de rédiger cette entente en anglais.

By signing my name, I (or my legal guardian) acknowledge that I (or we) have carefully read and understand this Form.

Participant Name

Signature of Participant (18+), or Parent/Guardian

Parent/Guardian Name, if applicable

Phone Number: _____

Date: _____

Mailing Address: _____

Email Address: _____