Leader Acceptance, Consent, and Contract

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. Each leader/ chaperone must submit this form.

Group name and number _____

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. Jan 14, 1980)_____

M ☐ F ☐ X ☐

Mailing address _____

City_____ Province_____ Postal Code_____

Phone _____

Emergency Contact

First Name_____ Last Name_____

Phone _____

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

I agree that YMCA is not responsible for any bodily injury, loss, or damage to personal property suffered by me before, during, or after the exchange, unless such injury and damage is the direct and sole result of proven negligence on the part of YMCA.

I agree that I am participating in this program voluntarily and at my own risk. I agree to fully release YMCA of Greater Toronto, YMCA BC, and the YMCA of Northern Alberta, their officers, directors, agents, staff, and volunteers from all claims or lawsuits for any injuries, death, property damage or theft, losses, or any other liability of any kind, arising directly or indirectly out of my participation in YMCA programs excluding only their sole and proven negligence.

Electronic Communication

☐ **I hereby give consent to YMCA to contact me through the electronic channels I provide (e-mail, Texting, Facebook, LinkedIn, Twitter etc.) for the purpose of providing program information, assessing candidacy, and contacting me for the purpose of program evaluation. I understand that after my exchange is complete, I can request to opt-out of future communication from YMCA by contacting info-yec@ymcagta.org**.

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

YMCA is 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 confidentiality of such information. YMCA may disclose personal information without prior knowledge or consent in an emergency situation where a person's life, health or security is threatened. YMCA will also disclose 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 the Participant discloses 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

Leader's Contract

I have the full authority from my School Board/District or Organization to act as a Group Leader for this exchange.

I understand that I am responsible for planning and organizing the exchange and confirm that:

- I have reviewed our School Board/District or Organization's policies and procedures as they relate to the exchange program.
- All relevant School Board/District or Organization policies and procedures related to elements of the program will be followed including but not limited to communicable illnesses, virtual engagements, overnight excursions, field trips and water-based activities.
- 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.
- I will not organize any swimming activities without a licensed Lifeguard present. All other water-related activities will only occur with all mandated safety equipment. I will obtain the consent of my School Board/District or Organization for water- related activities.
- I will obtain the appropriate consents from parents or legal guardians if participants are minors.
- The parents/legal guardians will be made aware of the risks associated with the exchange activities, and informed that by allowing participation in these activities, they assume the risks associated with doing so.

- I have obtained the appropriate health history information of minors from their parents/guardians as needed.
- I will notify the parents/guardians and YMCA in a timely manner of any and all emergencies, accident, injury or illness. I have obtained authorization from the parent/guardian to secure all medical and surgical treatment deemed necessary by attending professionals in the event of an accident, injury or illness involving a participant and the parent/guardian cannot be reached immediately.
- I will actively engage the youth participants in the planning of the exchange program.
- The individual participants will be twinned and I am encouraging communication between the two groups.
- In the event that there are changes to the host/emergency plan, billeting list and group participants, once finalized, I will inform the YMCA of these changes as soon as possible and in a timely manner.
- All participants have agreed to observe the Code of Conduct set down for this program. The code will include but will not be limited to addressing program participation and behaviours in keeping with the spirit of the exchange, behaviours that put others at risk, prohibit the possession and/or consumption of alcohol and illegal substances and the intentional destruction of property. I will inform all participants of their roles and responsibilities, and will explain the consequences of non- compliance.
- I or my designate will accompany the group to the exchange destination and take responsibility for the group throughout all phases of the exchange.
- I will ensure that when hosting, my participants accompany their visitors throughout their stay.
- I will attend all organized group activities with my group and provide appropriate supervision of the youth under my care.
- I covenant and agree that I will not discriminate or permit any discrimination by reason of race, creed, sex, sexual orientation, gender, ability, colour, nationality, and ethnic origin, place of birth or language of a participant.
- To my knowledge, the youth participants in the YMCA Youth Exchanges Canada Program are Canadian citizens or have permanent resident status.
- I confirm that all youth participants have not participated in the YMCA Youth Exchanges Canada program before
- I understand that only youth who have never participated in the Youth Exchanges Canada program can be subsidized. Returning youth may participate, however they will not be subsidized by the program.
- I have discussed out of province health insurance requirements, and have shared our School or Organization's safety and emergency procedures with all participants and their families.
- I have discussed the mandatory host screening requirements with all participants and their families. The requirements are that each host family must sign a host contract and provide four references, and that three reference interviews will be conducted.
- I have explained the responsibilities involved in a reciprocal home stay exchange to all participants and their families.
- All homes that will be hosting a visiting youth participant will be screened. I understand that under no circumstance is a visiting youth to stay in a home that has not been verified as per the host screening procedures outlined by the YMCA.
- If our group is unable to provide a home stay, I will arrange YMCA approved safe and secure alternative lodgings for our guests and all necessary forms will be reviewed by my twin Group Leader.
- Possession or use of illegal drugs is prohibited.
- The Photo and Video Consent, Assignment, and Release Form has been made available to me.

My group may participate in online activities and I acknowledge and agree with the following:

- All online groups and virtual meetings must be organized under an official school or community organization account.
- I will follow my organization’s online engagement policy.
- I will conduct the sessions from a private location with high quality, password-protected, wireless Internet connection.z

- I will ensure all online group members meet the minimum age required by the platform to hold an account.
- There must be at least two Group Leaders over the age of majority designated as administrators for the page, online group, or virtual meeting.
- The minimum recommended number of Group Leaders online for each session is two – one to facilitate and another to monitor the group and chat functions to provide support to participants.
- Online groups and virtual meetings should exist only for the duration of the program. When the program ends, the group or meeting should be closed or deleted.
- I will not publicly share virtual meeting invitation links or meeting recordings and will ensure entry into virtual meetings is password protected.
- I agree to develop a Virtual Code of Conduct with my Group.
- If a participant requests a disability-related accommodation(s), I will work towards meeting said accommodation(s).

Air Travel Cancellation Policy

☐ **I am also aware that funds have or will be spent on behalf of my group and myself. I am aware and have made my participants and their families aware of their obligations to fulfill the conditions of the exchange. I am also aware and have made my participants and their families aware that if anyone withdraws without cause (one the YMCA reviews and approves) after tickets have been purchased the group will be responsible for the cost of the ticket.**

Declaration

I, _____ 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 Leader's Contract and Air Travel Policy sections. I freely accept and fully assume all risks, dangers and hazards resulting from participation in the Exchange Program.

_____ _____

Signature **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 rediger 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: _____