



1759A Avenue Rd Toronto ON M5M3Y8
 Office: 416-619-4521 FAX: 416-619-4586 www.evolvechallenge.com

STUDENT INFORMATION		
Name:		
Date of birth:	Age:	Grade:
Current address:		
City:	Province/State:	Postal/ZIP Code:
Home Phone:		Email:
PARENTS/LEGAL GUARDIAN INFORMATION		
Name:		Position and Company:
Current address:		
City:	Province/State:	Postal/ZIP Code:
Home Phone:	Cell Phone:	Work Phone:
Email:	Other Contact Info:	
Name:		
Current address:		
City:	Province/State:	Postal/ZIP Code:
Home Phone:	Cell Phone:	Work Phone:
Email:	Other Contact Info:	
SCHOOL AND TEAM INFORMATION		
School Name:		
Team Name:		
Other Team Members:	1.	2.
Will you need transportation to the event:		
OTHER INFO		
Are you a Strong Swimmer?:	What level in swimming have you achieved?:	
Can you ride a bike?:		
Are you bringing your own mountain bike?:	Have you done this type of race before?:	
Tell us something about you:		

In Consideration for Evolve Tours ("Evolve") providing this adventure challenge I hereby apply for enrollment of my son or daughter subject to the following Terms and Conditions (the "Terms and Conditions" found on the next page of this document):	
_____ Signature of Parent or Legal Guardian	_____ Date
_____ Name of Participant (Student)	

TERMS AND CONDITIONS

- 1) **ARRANGEMENTS AND RULES:** I authorize Evolve Tours and its representatives to make any arrangements, accommodations, rules and regulations they may deem advisable, in their discretion, for the well-being and welfare of Participants.
- 2) **WAIVER AND RELEASE:** In CONSIDERATION for the adventure challenge being offered by Evolve Tours (hereafter "Evolve"), I hereby represent and warrant that I am the parent or legal guardian for the Participant and I recognize on his/her behalf (for the purposes hereof, the Participant and I shall be collectively referred to as the "Releasor") that the Evolve Challenge in which the Releasor has elected to participate (the "Challenge") is designed for adventure and therefore carries with it serious inherent risks including, but not limited to: the hazards of traveling by a variety of means, often over uncertain terrain, the dangers of canoeing, rappelling, mountain biking, hiking, orienteering, and other adventure and survival activities and workshops, the risk of accident or illness in remote locations without medical facilities, the dangers of wild animals, forces of nature, acts of God, extreme weather conditions, physical exertion, evacuation difficulties, and unforeseen delay. The Releasor represents and warrants that he/she is fully informed of these and other risks inherent to the Challenge. The Releasor further represents and warrants that he/she is voluntarily participating in the Challenge and hereby assumes all risk of death, injury, illness, or any damage, loss or theft of any personal property. The Releasor hereby releases and discharges Evolve and its officers, directors, shareholders, affiliates, employees, agents, representatives, successors and assigns from any and all claims or causes of action arising out of the Releasor's participation in the Challenge, except for those claims arising out of Evolve's gross negligence or willful misconduct.
THE RELEASOR AGREES AND ACKNOWLEDGES THAT HE/SHE HAS CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTANDS THAT IT IS A RELEASE OF ALL LIABILITY. The Releasor hereby affirms that he/she has sought or declined to seek independent legal advice with respect to this Waiver and Release. IN ADDITION, THE RELEASOR HEREBY WAIVES ANY RIGHT THAT HE/SHE MAY HAVE TO BRING A LEGAL ACTION OR ASSERT A CLAIM FOR DEATH, INJURY OR LOSS OF ANY KIND AGAINST EVOLVE OR its affiliates, employees, agents, representatives, successors and assigns ARISING OUT OF OR RELATING TO THE RELEASOR'S PARTICIPATION IN THE CHALLENGE. THIS WAIVER AND RELEASE SHALL BE BINDING ON THE RELEASOR AND HIS/HER PERSONAL REPRESENTATIVES, HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS.
- 3) **CANCELLATION (must be by written notice to Evolve Tours):** To secure a spot payment must be made in full. Period before departure- cancellation charge: more than 63 days before-third party hold/penalty premiums only; 63 to 35 days before- 60% of total invoiced departure tour cost; 34 to 13 days before- 90% of total cost; 12 days before- 100% of total invoiced.
- 4) **CHANGES:** I recognize that that the route, schedules, itineraries, amenities and mode of transport may be subject to alteration without prior notice due to local circumstances or events, which may include sickness or mechanical breakdown, climate and other unpredictable or unforeseeable circumstances. The details provided for the challenge is merely representative of the types of activities contemplated, and Evolve is under no contractual obligation to strictly follow it. During the event, if the challenge must be altered, in whole or in part, Evolve will use all reasonable efforts to arrange for the supply of comparable programs and services.
- 5) **DISMISSAL:** The PARTICIPANT is expected to comply with all Evolve rules and regulations. Evolve reserves the right to dismiss any PARTICIPANT from the program that staff believes, in their discretion, presents a safety concern or medical risk, is disruptive, or otherwise conducts him or herself in a manner detrimental to the program. If a PARTICIPANT is dismissed or departs from the Evolve program for any reason, no refunds will be granted. I am responsible for all costs of early departure, whether for medical reasons, dismissal, personal emergencies or otherwise. These costs include, but may not be limited to: medical evacuation; medical treatment; plane or travel fare; and meals, accommodations, and expenses for staff who may accompany the Participant.
- 6) **MEDICAL TREATMENT:** I hereby agree that if the Participant is injured or becomes ill during the program, Evolve may, at my cost arrange or supply medical treatment, evacuation or any other emergency services as Evolve deems necessary or appropriate for the Participant's safety and well being.
- 7) **LOST, STOLEN OR DAMAGED PROPERTY:** Evolve and its representatives shall not be responsible for the Participant's lost, stolen or damaged personal belongings.
- 8) **PHOTO/VIDEO/WRITTEN STATEMENT RELEASE:** I hereby authorize and give full consent to Evolve to copyright or use all photographs, videotapes and films in which the Participant appears or any written statements that the Participant makes while enrolled in any and all of their programs. I further agree that Evolve may transfer, use, or cause to be used these photographs, videotapes, films and statements for any and all exhibitions, public displays, publications, commercials, art and advertising purposes without limitation or reservation.
- 9) **SEVERABILITY:** In the event that any term or condition contained herein is unenforceable or void by operation of law or as being against public policy or for any other reason, then such term or condition shall be deemed to be severed from this Agreement or amended accordingly only to such extent necessary to allow all remaining Terms and Conditions to survive and continue as binding.
- 10) **SUCCESSORS AND ASSIGNS:** These Terms and Conditions shall inure to the benefit of and be binding upon Evolve and the Participant and their respective heirs, legal personal representatives, successors and assigns.
- 11) **APPLICABLE LAW AND VENUE:** I understand that this application and all aspects of my child's relationship with Evolve will be governed by the laws of the Province of Ontario. Furthermore, any lawsuit or legal proceedings of any kind may only be filed in Toronto, Ontario, Canada.
- 12) **NO HANDWRITTEN CHANGES:** I hereby agree not to make or allow to be made any handwritten changes to these Terms and Conditions and recognize that the presence of handwritten changes shall make this Agreement null and void.
COMPLETION AND PERMISSION TO PARTICIPATE: I have accurately completed this Application and have read, understand and agree to the Terms & Conditions outlined above. I hereby give permission for my child to participate in all Evolve program activities whether conducted by Evolve's staff or Evolve's outside contractors. This Application shall be binding only when a signed copy, together with the above-mentioned deposit, has been received by Evolve at the address below and then reviewed and executed by

MEDICAL FORM:

Applicant's Full Name: _____

Male: _____ Female: _____

Birth date (mm/dd/year): _____ / _____ / _____

Height mts / feet (specify): _____

Weight kgs/ lbs (specify): _____

Address: _____

City/Prov/Postal/Zip: _____

Home phone: (_____) _____

Business phone: (_____) _____

Family physician: _____

Phone: (_____) _____

Address: _____

City/State/Postal/Zip: _____

In case of emergency contact: _____

Relationship: _____

Address: _____

Home phone: (_____) _____

Business phone: (_____) _____

Condition & Symptoms: Do you have now, or have had in the past, any medical condition we should know about?

Current Medication: List all medication currently being taken. Please bring a copy of your prescription or the prescription bottle along with two extra doses of each medication.

- 1. _____
- 2. _____
- 3. _____

Allergies: List all allergies below. All allergy medication is required on trip.

- 1. _____
- 2. _____
- 3. _____

Special Dietary Requirements:

- 1. _____
- 2. _____

I hereby give consent to attend a Evolve Tours (ET) trip, and I hereby grant permission for any emergency anesthesia, operation, hospitalization or other treatment which might become necessary. ET must be aware of any medical condition in advance. Failure to disclose such information could result in serious harm to me and/or my fellow students. If I arrive at the trip with a pre-existing condition or injury which is not indicated on my medical form, and I am subsequently forced to leave the trip because of that condition, I will be charged an evacuation fee and will not receive any refund of tuition. The information provided above is a complete and accurate statement of the physical and psychological factors, which may affect my participation in a Evolve Tours Trip. I agree to indemnify and hold ET faultless if all relevant information is not disclosed. I also agree to notify ET should there be any change in my health status prior to beginning my trip. I understand that during my participation in a ET trip, ET has taken all necessary precautions to ensure safety, however it is impossible to guarantee absolute safety. I assume responsibility for my safety on the trip and I agree to comply with the instructions and directions of ET staff members during the trip.

Applicant's Signature Date

PARENT'S OR GUARDIAN'S SIGNATURE (if child is under 18) Date