

REVISED GROUP ACTIVITY AGREEMENT

Date of Activity: _____ Type of Activity: _____

The Group and the individuals responsible for the Group (collectively known as “the Group”) and Yennah’s DayTripping Outdoor Adventures Inc. (“DayTripping”) agree to the following:

1. The Group will **pay a \$50 non-refundable deposit within five days of booking** an activity, in order to confirm and guarantee the booking. No booking is confirmed or guaranteed until the \$50 deposit has been paid.
2. The Group will **confirm the number of participants for the activity at least ten business days in advance** of the activity.
3. The Group will submit payment for the **balance due at least five business days in advance of the activity**. Payment may be sent by cheque or made with cash, debit card, Visa or Mastercard by visiting DayTripping.
4. DayTripping will try to accommodate any additional participants who show up the day of the activity; however, DayTripping cannot guarantee that resources (equipment and personnel) will be available to accommodate participants not confirmed ten days in advance. Payment for additional participants must be made before activities begin and will be charged at regular price without any Group discounts applied.
5. In the event that the Group provides a minimum of ten business days notice prior to cancellation of the activity, the Group will be entitled to a full refund of any payment made, minus the \$50 non-refundable deposit.
6. In the event that fewer participants show up for an activity than the number that was confirmed ten business days in advance of the activity, **no refund will be issued for no-shows.**
7. In the event that the activity must be cancelled the day of the activity or the day before due to poor weather conditions, DayTripping agrees to re-schedule the activity for a later date. **No refunds will be issued due to inclement weather.**
8. The Group agrees to allow DayTripping to collect photographs and video footage of participants and to use those items in marketing materials including newsletters, websites and signage and for other purposes without payment or any other consideration.
9. The Group will be responsible to reimburse DayTripping for the cost to repair any damage or defacing to DayTripping property and/or the replacement cost of any stolen or lost DayTripping property in connection with the Group’s participation in the activity.
10. The Group is responsible for all participants under this activity agreement. Any and all posted or explained rules and regulations not specified in this agreement must be abided by.
11. The Group will be responsible for any of its own property brought onto the DayTripping premises, including any and all liability in connection with the damage or theft of the Group’s property.
12. Except if caused by the negligence of DayTripping, its employees or other persons for whom DayTripping is responsible, DayTripping will not be liable or responsible in any way for any personal or consequential injury of any nature that may be suffered or sustained by the Group or any person who may be participating in the activity, or for the loss of, or damage or injury to, any property belonging to the Group or any of its participants.
13. The Group will indemnify and save harmless DayTripping of and from all liabilities, fines, suits, claims, demands and actions of any kind or nature to which DayTripping shall or may become liable for or suffer by reason of any breach, violation or non-performance by the Group of any covenant, term or provision hereof or by reason of any injury or death resulting from, or occasioned to, or suffered by any person or persons or any property by reason of any act, neglect, or default on the part of the Group or any of its participants.
14. DayTripping reserves the right to eject any objectionable persons from its activities and in the event of the exercise of this right by DayTripping, or by police officers, the Group waives any right and all claims for damages. If, in the opinion of DayTripping, any participants in an activity act in any way which is obscene, immoral or illegal, DayTripping may terminate the activity and in which case DayTripping will retain all fees paid by the Group and remove the Group from the premises including all participants, and the Group will have no further claim.
15. The Group agrees not to commit any nuisance or knowingly permit to be done anything which may result in the creation or commission of a nuisance.

Group Name (Organization / Company)

Responsible Person’s Name and Title

Date

Signature

This form must be signed and returned before DayTripping will confirm any activity reservation. It may be faxed to 506-657-2102.