



## Terms and Conditions with Informed Consent for Adults

**ONE WITH NATURE**  
Survival School

These terms and conditions (the "Terms and Conditions") govern the use of [www.owncorp.ca](http://www.owncorp.ca) (the "Site") and participation in all ONE WITH NATURE Corp's (the "Company") online and offline/in-person programs (the "Programs"). This Site and the Programs are owned and operated by ONE WITH NATURE Corp.

By using this Site and booking Programs on the Site or by any other means with the Company, you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.

THESE TERMS AND CONDITIONS CONTAIN A DISPUTE RESOLUTION CLAUSE THAT IMPACTS YOUR RIGHTS ABOUT HOW TO RESOLVE DISPUTES. PLEASE READ IT CAREFULLY.

### 1. Intellectual property

- i) All content published and made available on our Site is the property of ONE WITH NATURE Corp. (OWNCorp) and the Site's creators. This includes, but is not limited to images, text, logos, documents, downloadable files and anything that contributes to the composition of our Site and Online Wilderness Survival Programs.
- ii) No one is allowed to record video, audio or take pictures of our Programs or part of them without written permission from OWNCorp.
- iii) Any program and its content is only meant for the registered participant(s) and cannot be shared by any means.

### 2. Accounts

When you create an account on our Site, you agree to the following:

- i) You are solely responsible for your account and the security and privacy of your account, including passwords or sensitive information attached to that account; and
- ii) All personal information you provide to us through your account is up to date, accurate, and truthful and that you will update your personal information if it changes.

We reserve the right to suspend or terminate your account if you are using our Site illegally or if you violate these Terms and Conditions.

### 3. Sale of Goods and Services

These Terms and Conditions govern the sale of goods and services available on our Site.

The following goods are available on our Site:

- i) Outdoor gear and tools

The following services are available on our Site:

- i) Wilderness survival and bushcraft skills programs; and
- ii) Online wilderness survival programs

The services will be paid for in full when the services are ordered.

These Terms and Conditions apply to all the goods and services that are displayed on our Site at the time you access it. This includes all products listed as being out of stock. All information, descriptions, or images that we provide about our goods and services are as accurate as possible. However, we are not legally bound by such information, descriptions, or images as we cannot guarantee the accuracy of all goods and services we provide. You agree to purchase goods and services from our Site at your own risk.

We reserve the right to modify, reject or cancel your order whenever it becomes necessary. If we cancel your order and have already processed your payment, we will give you a refund equal to the amount you paid. You agree that it is your responsibility to monitor your payment instrument to verify receipt of any refund.

### 4. Third Party Goods and Services

Our Site or Company may offer goods and services from third parties. We cannot guarantee the quality or accuracy of goods and services made available by third parties on our Site or Company

### 5. Links to Other Websites

Our Site contains links to third party websites or services that we do not own or control. We are not responsible for the content, policies, or practices of any third party website or service linked to on our Site. It is your responsibility to read the terms and conditions and privacy policies of these third party websites before using these sites.

### 6. Payments

We accept the following payment methods on our Site:

Credit Card;  
PayPal;  
Debit; and  
E-transfer.

When you provide us with your payment information, you authorize our use of and access to the payment instrument you have chosen to use. By providing us with your payment information, you authorize us to charge the amount due to this payment instrument.

If we believe your payment has violated any law or these Terms and Conditions, we reserve the right to cancel or reverse your transaction.

### 7. Shipping and Delivery

When you purchase goods from our Site, the goods will be delivered through one of the following methods:

Standard delivery by post.

Delivery will take place as soon as reasonably possible, depending on the delivery method selected. Delivery times may vary due to unforeseen circumstances. Please note that delivery times do not include weekends and statutory holidays.

You will be required to pay delivery charges in addition to the price of the goods you purchase.

If you purchase goods from us for delivery to a destination outside Canada your purchase may be subject to import duties and taxes applied by the destination country. You are responsible for paying any such duties or taxes. Please contact your local customs office for more information before making a purchase. We are not responsible for the payment of any such duties or taxes and are not liable for any failure by you to pay them.

You are required to provide us with a complete and accurate delivery address, including the name of the recipient. We are not liable for the delivery of your goods to the wrong address or wrong person as a result of you providing us with inaccurate or incomplete information.

#### 8. Refunds for Goods

Refund requests must be made within 30 days after receipt of your goods.

We accept refund requests for goods sold on our Site for any of the following reasons:

- i.) Good is broken; or
- ii) Good is the wrong size

The goods must be unopened, not used, and with any tags still attached.

#### 9. Returns

Returns can be made by mail. To return a good by mail, follow the following procedure:

Pack your goods with care so they will not be damaged in transit and attach the return label that was included in your package. Go to your nearest post office and pay the necessary postage. Refunds will be processed only after receiving the goods back. ONE WITH NATURE Corp. is not responsible if the goods go missing during a return.

#### 10. Refunds for Services

Please read our policy for cancellations, transfers and date changes carefully prior to booking your program!

ONE WITH NATURE Corp. (OWNCorp) recommends purchasing 3rd party Event Cancellation insurance for all programs to protect your investment with us in case unforeseen events cause you to be unable to attend a program you are registered in.

In order to provide the best level of service and ensure our staffing for each program is not interrupted, all cancellations, changes and transfers affecting your booking are as follows:

i) For all programs (online and in-person) except for Private, Custom, Team Building, Corporate Events and School Workshop programs. See section 11 for Private, Custom Team Building, Corporate Events and School Workshop programs.

Cancellations, transfers and date changes (if possible) are allowed up to 14 days before the first day of the program. A \$50 administration fee will apply for each registered person for cancellations, transfers and date changes.

In order to provide the best level of service and ensure our staffing for each program is uninterrupted, the following is our cancellation policy:

- a. In the unlikely event that OWNCorp has to cancel the whole program, a refund for the full program fee will be issued. If we need to cancel the program part-way through, a refund for the remaining fee of the program will be issued.
- b. If you need to cancel the program, this must be done at least 14 days before the start of the program. Cancellations done at least 14 days prior to the start of the program will be refunded, minus a \$50 administration fee.. An administration fee of \$50 will be applied for any date changes. Date changes must be done at least 14 days before the start of the program. No refunds will be issued if you cancel the program less than 14 days before the start date of the program.
- c. OWNCorp is not responsible for any expenses resulting from cancelled programs regardless of reasons for cancellation.
- d. OWNCorp reserves the right to waive all or part of the above noted fees and restrictions.

Unless otherwise noted, fees cover the cost of instruction, course materials and certifications where applicable. Costs do not include, unless otherwise noted, licenses, food, transportation, accommodation, or personal equipment for our programs.

OWNCorp. strongly recommends purchasing 3rd party Trip Cancellation insurance to protect your investment with us in the case where unforeseen events cause you to be unable to attend the program you are registered in.

OWNCorp reserves the right to cancel programs at any point, in which case all fees collected will be refunded. OWNCorp is not responsible for any expenses resulting from cancelled programs, regardless of reasons for cancellation. OWNCorp reserves the right to waive all or part of any noted fees and restrictions.

IMPORTANT NOTES:

Participants may replace themselves with another participant at no cost, provided the new participant meets all prerequisites for the program and have registered except for Private, Custom, Team Building, Corporate Events and School Workshop programs.

#### 11. Private/Custom Program/Team Building/Corporate Events/School Workshop Fees and Payment Policy

Here at ONE WITH NATURE Corp. (OWNCorp), we take pride in developing programs suited to your needs. Private, Custom, Team Building, Corporate Events and School Group/Workshop programs are highly sought after and we work with you to tailor your program. As fees will differ between programs, we have included a fee schedule which lays out the payment amount(s) and respective due date(s) on the invoice. Please read the policy below.

A non-refundable registration fee of \$50 is due upon booking the program. This is in addition to the program fee.

##### *Programs one month or less.*

For programs one month or less, the full fee is due upon booking. Please see the invoice.

##### *Programs greater than one month and up to two months long.*

For programs that are greater than one month and up to two months long, the fee for the last calendar month is due upon booking and the remainder is due on the first day of the program. Please see the invoice.

##### *Programs with a duration of more than two months.*

For programs longer than two months, the fee for the last calendar month is due upon booking. The remainder of the fees are due at the start of each calendar month and will be prorated if necessary. Please see the invoice.

##### *Programs for Team Building, Corporate Events or School Groups/Workshops and programs with irregular bookings:*

For these programs, please refer to the invoice to determine when the fees are due.

##### *Payment particulars and cancellation policy*

Fees may be paid by credit card, debit card, PayPal or e-transfers to [vitaliy@owncorp.ca](mailto:vitaliy@owncorp.ca). There is a **\$10 per day late penalty for late fees**. The returned cheque fee is \$25. If you are late or absent, there is no refund of fees. No transfers allowed as the program is tailor made for you.

The fees maintain your enrollment in our program. Days and fees are fixed. Additional days may be added for a fee and only when space is available.

Unless otherwise noted, fees cover the cost of instruction, course materials and certifications where applicable. Costs do not include, unless otherwise noted, licenses, permits, food, transportation, accommodation, or personal equipment for our programs.

OWNCorp. strongly recommends purchasing 3rd party Trip Cancellation insurance to protect your investment with us in the case where unforeseen events cause you to be unable to attend the program you are registered in.

In order to provide the best level of service and ensure our staffing for each program is uninterrupted, the following is our cancellation policy:

- e. In the unlikely event that OWNCorp has to cancel the whole program, a refund for the full program fee will be issued. If we need to cancel the program part-way through, a refund for the remaining fee of the program will be issued.
- f. If you need to cancel the program, this must be done at least 14 days before the start of the program. Cancellations done at least 14 days prior to the start of the program will be refunded, minus the non-refundable deposit of \$50. An administration fee of \$50 will be applied for any date changes. Date changes must be done at least 14 days before the start of the program. No refunds will be issued if you cancel the program less than 14 days before the start date of the program.
- g. OWNCorp is not responsible for any expenses resulting from cancelled programs regardless of reasons for cancellation.
- h. OWNCorp reserves the right to waive all or part of the above noted fees and restrictions.

OWNCorp reserves the right to cancel programs at any point, in which case all fees collected will be refunded. OWNCorp is not responsible for any expenses resulting from cancelled programs, regardless of reasons for cancellation. OWNCorp reserves the right to waive all or part of any noted fees and restrictions.

#### 12. Prerequisites, Age limits & Joining Policies

Our programs are open to anyone of average health and fitness who meets the specific prerequisites listed. Prior arrangements are required for participants under 19 years of age; these can be set up through the office before registering. Those under 19 years of age participating in any adult program must have a parent or guardian in attendance. The minimum age of participants is 7 years old except for Private Family Programs where the minimum age is 5 years and the Custom Family Program which is all ages. ONE WITH NATURE Corp. reserves the right to refuse a participant for any reason, including inadequate clothing or equipment, inappropriate fitness level, or inability to meet program prerequisites.

The minimum and maximum age requirements as detailed in the program's description must be met. There are absolutely no exceptions to this rule. If you lie about the participant's age OWNCorp can cancel your registration at any moment leading up to and including during the program without notice or refund.

#### 13. Disclosure

If you do not disclose all health conditions, psychological conditions, mental health conditions, diagnosed conditions and/or any other factors when registering a participant, OWNCorp can cancel your registration at any moment leading up to and including during the program without notice or refund.

If you provide any false information, OWNCorp can cancel your registration at any moment leading up to and including during the program without notice or refund.

#### 14. Pets

OWNCorp does not allow any pets on the property where we run any of our programs.

#### 15. Personal belongings

OWNCorp is not responsible for the loss of any stolen, missing and/or damaged personal belongings.

#### 16. Consumer Protection

Where the Business Practice and Consumer Protection Act, or any other consumer protection legislation in your jurisdiction applies and cannot be excluded, these Terms and Conditions will not limit your legal rights and remedies under that legislation. These Terms and Conditions will be read subject to the mandatory provisions of that legislation. If there is a conflict between these Terms and Conditions and that legislation, the mandatory provisions of the legislation will apply.

#### 17. Limitation of Liability

OWNCorp and our directors, officers, agents, employees, contractors, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from your use of the Site and/or participation in our Programs.

ONE WITH NATURE Corp. and our directors, officers, agents, employees, contractors, subsidiaries, and affiliates are not responsible for injuries. The use of knives, axes, and other tools constitute high-risk activities. If you damage yourself or others, ONE WITH NATURE Corp. and our directors, officers, agents, employees, contractors, subsidiaries, and affiliates are not responsible for the damage or lives lost. All our programs are for educational purposes only. ONE WITH NATURE Corp. strongly recommends taking out insurance prior to participating in our programs. Please speak to an insurance provider about the most appropriate type of insurance you need to participate in any of our programs.

#### 18. Indemnity

Except where prohibited by law, by using this Site and participating in Programs you indemnify and hold harmless ONE WITH NATURE Corp. and our directors, officers, agents, employees, contractors, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities and expenses including legal fees arising out of your use of our Site or your violation of these Terms and Conditions.

#### 19. Applicable Law

These Terms and Conditions are governed by the laws of the Province of British Columbia.

#### 20. Dispute Resolution

Subject to any exceptions specified in these Terms and Conditions, if you and OWNCorp are unable to resolve any dispute through informal discussion, then you and OWNCorp agree to submit the issue first before a non-binding mediator and to an arbitrator in the event that mediation fails. The decision of the arbitrator will be final and binding. Any mediator or arbitrator must be a neutral party acceptable to both you and OWNCorp.

Notwithstanding any other provision in these Terms and Conditions, you and OWNCorp agree that you both retain the right to bring an action in small claims court and to bring an action for injunctive relief or intellectual property infringement.

#### 21. Severability

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.

#### 22. Changes

These Terms and Conditions may be amended from time to time in order to maintain compliance with the law and to reflect any changes in the way we operate our Site or Programs and the way we expect users to behave on our Site or in our Programs. We will notify users by email of changes to these Terms and Conditions or post a notice on our Site.

#### 23. Contact Details

Please contact us if you have any questions or concerns. Our contact details are as follows:

Phone: (778) 888-9625 Email: [info@owncorp.ca](mailto:info@owncorp.ca)

#### 24. Informed Consent

##### *Setting*

Online or in-person (offline) at 1258 Neild Road and any other location (private or wilderness).

##### *Program/Experience*

Novice 1 - Outdoor Life and Bushcraft Skills / Novice 2 - Practical Life and Bushcraft Skills / Intermediate - Living in the Wilderness & Bushcraft Skills / Advanced - Survivalist Mindset / Private - Life in the Wilderness & Bushcraft Skills / Custom - Life in the Wilderness & Bushcraft Skills / Wilderness Survival and Bushcraft Skills for Families / Outdoor Living Wilderness Survival and Bushcraft Skills for Families / Life in the Wilderness for Families /

Team Building / Corporate Events / Wilderness Survival Certification (Basic, Intermediate, Advanced) / Private Programs / Custom Programs / Workshops / Online Consultation (Basic, Intermediate, Advanced) / Spring Break Programs for Youth / Spring Break Programs for Kids / Summer School Programs for Youth / Summer School Programs for Kids

#### *Risk-benefit assessment summary*

##### *Introduction*

At ONE WITH NATURE Corp (OWNCorp) we support individuals in becoming confident, capable people who have a sound sense of their abilities and interests, and the ability to take age-appropriate responsibility for their own safety.

OWNCorp takes reasonable steps to manage and balance risks, while at the same time allowing participants to develop practical skills of using a variety of tools. Program participants acknowledge its inherent risks of harm and personal injury. While minor injuries like bruises, bumps and scrapes are not uncommon, serious injuries are rare, and life-changing injuries and fatalities are unlikely in the extreme. Still, as with almost any activity, indoors or outdoors, it is impossible to guarantee that they will not happen. You are required to accept this as a condition of your participation.

##### *Risk assessment*

The variety of risks is more than can be listed here and will vary depending on the program. However, educators are trained and experienced, and their role is to support participants in learning and practicing, while keeping the risks to an acceptable level. Below is a list of some of the more significant risks:

- Injuries from executing strenuous and demanding physical activities
- Injuries resulting from matches or fire
- Injuries resulting from the presence of harmful plants, natural loose parts, wild animals, and/or ticks
- Changing and inclement weather, including storms, high winds, and lightning
- The possibility that participants may not heed safety instructions or directions given to the group or delivered individually
- Injuries arising from the actions of other people
- Negligence on the part of other participants
- That while the injuries sustained in outdoor activities are mostly minor, they can be severe, and on extremely rare occasions, even fatal
- That all rules are designed to enhance the safety of participants and others and are to be followed at all times
- That fire and open-fire cooking require special instructions and training from the facilitator
- That participants' risk of injury increases with fatigue
- Risks due to communicable diseases and respiratory illnesses

In unstructured, outdoor training, participants freely choose which experiences and forms of learning they are comfortable engaging in. Participants are under no obligation to participate in all experiences and may choose not to participate at any time during the program.

It is your responsibility to assess yourself daily for any symptoms of illness. Participants cannot attend if they are ill or show any symptoms of illness. If a participant develops any signs of illness while they are attending a program he/she/they should leave the program. No refunds are given if participants are unable to attend due to illness.

ONE WITH NATURE Corp. and our directors, officers, agents, employees, contractors, subsidiaries, and affiliates are not responsible for injuries. The use of knives, axes, and other tools constitute high-risk activities. If you damage yourself or others, ONE WITH NATURE Corp. and our directors, officers, agents, employees, contractors, subsidiaries, and affiliates are not responsible for the damage or lives lost. All our programs are for educational purposes only. ONE WITH NATURE Corp. strongly recommends taking out insurance prior to participating in our programs. Please speak to an insurance provider about the most appropriate type of insurance you need to participate in any of our programs.

#### For Online Programs/Consultations:

Our private online consulting services at OWNCorp are tailored to your needs and are exclusively made for you. As such we ask you to confirm that you will be the only one participating in the consultation and no one else will be participating or observing by any means whether visual, auditory or otherwise.

OWNCorp maintains the rights to all forms of content from our online consultations. OWNCorp does not allow for any form of recording of our online consulting sessions. Please confirm that you will not record the online consultation by any means and that you understand and agree to this.

#### For In-person/offline Programs:

You cannot attend if you: i. have a communicable disease or respiratory illness, ii. have been told to isolate by Public Health, iii. are displaying any of the following symptoms: fever or chills, cough, runny nose, loss of sense of smell or taste, difficulty breathing, sore throat, loss of appetite, extreme fatigue or tiredness, headache, body aches, nausea or vomiting, diarrhea. I/We understand that I/we cannot attend if I/we meet any of the above criteria and I/we will determine if the above criteria are met by myself/ourselves each day before attending the program.