



# Canada Homestay Network Society (“CHN”) Middle & High School Student Participation Agreement

*Homestay is an important privilege and opportunity that provides enjoyment and other benefits, to students (“Participants”) and their homestay hosts (“Homestay Hosts”) alike. This Participation Agreement (“PA”) is designed to clarify what is expected of Participants and their parents and/or guardian(s), confirm the commitment of the Participant and his/her parents and/or guardian(s) to comply with this PA and to specify the consequences, in the event that the Participant or his/her parents and/or guardian(s) fail(s) to comply with this PA.*

Whereas the Participant has completed the CHN International Participant Homestay Application (“HA”) and has received the CHN Homestay Program Payment Policy and Procedures which the Participant and his/her parents and/or guardian(s) hereby acknowledge that they have read, understand and are in agreement with), and in consideration of the provision of Homestay services by CHN, each of CHN, the Participant and his/her parents and/or guardian(s) agree as follows:

Each of the Participant and his/her parents and/or guardian(s) hereby:

- A. Acknowledges and agrees that the Participant’s HA, and all covenants, declarations, conditions and other terms and provisions therein, forms part of and is incorporated in this PA.
- B. Declares that the information given in the Participant’s HA is complete and correct to the best of their knowledge; and, further that incorrect or incomplete information represents a breach of this PA and is subject to the terms of paragraph F herein;
- C. Confirms that they have each read and agree to comply or to cause compliance, as the case may be, with the CHN Homestay Guide for International Students.
- D. Confirms, acknowledges and agrees that they have each read, understand and fully accept the CHN Homestay Program Payment Policy and Procedures, including cancellation and refund policies.
- E. Agrees:
  1. to obey the laws of Canada;
  2. to refrain from posting on the internet and on social media platforms (e.g. Instagram, We Chat) any photographs, audio/video recordings or comments of or about the Participant’s friends, school, teachers and other school personnel, CHN representatives, Homestay Host family members, Homestay Host family’s relatives and friends, Homestay Host’s home and items within the home, meals and snacks provided by the Homestay Host, without the prior knowledge of the people concerned or affected and their express permission;
  3. to refrain from bringing improper, objectionable, unsuitable or otherwise inappropriate or illegal substances or materials into the Homestay Host family home;
  4. to not use drugs or medication (including cannabis) unless prescribed by a registered physician and labeled in English or French;
  5. to not engage in inappropriate sexual contact or sexual activity, including sexual contact or sexual activity with any member of the Homestay Host household or any vulnerable person;
  6. to behave as a considerate and respectful member of the Homestay Host family by:
    - a. accepting any Homestay Host, regardless of their race; national or ethnic origin; colour; religion; gender; age; mental disability; physical disability; and/or sexual orientation, all in accordance with applicable human rights legislation;
    - b. making an effort to talk with and be part of the Homestay Host household (“Homestay Household”) and participate in their activities;
    - c. helping in and around the Homestay household, accepting responsibility for reasonable jobs, including keeping his/her room clean, helping with the dishes and doing his/her own laundry;
    - d. observing the Homestay Household rules, especially concerning the operation of any household appliances, fixtures, bathroom, laundry and other facilities (to limit the risk of injury or damage) and curfews;
    - e. telling his/her Homestay Host where he/she is going and when he/she will be home, in the event that he/she intends to go out; and If he/she is likely to be late home, contacting and informing his/her Homestay Host(s);
    - f. practicing regular and proper personal hygiene;
    - g. showing respect for the Homestay Host family and behaving in an appropriate manner on Homestay Host property;
  7. when enrolled in an academic program of study, to remain in good academic standing, as defined by the school or school board/district;
  8. to meet with CHN representatives upon request, and no more than three (3) days following the request;
  9. to complete CHN evaluation forms and/or satisfaction surveys upon request;



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10. to pay for any and all expenses incurred by the Participant or on the Participant’s behalf, including but not limited to:
    - a. losses and damages caused or contributed to by the Participant, including any home insurance deductible paid by the Homestay Hosts in relation to losses or damage caused or contributed to by the Participant; and
    - b. the Participant’s long-distance telephone, cell phone, excessive internet usage and medical expenses;
  11. to obtain and maintain in force adequate and valid medical, travel and liability insurance (including for sickness, personal injury, personal liability and personal property) and to provide CHN, upon request, with evidence satisfactory to CHN, of such insurance;
  12. to refrain from purchasing or consuming tobacco, alcoholic beverages, cannabis, and controlled or illegal drugs;
  13. to not drive a motor vehicle or operate a motorcycle or motor scooter or other motorized form of transportation, including watercraft, unless as part of the school-based Driver’s Education Course and at the discretion of CHN; and to not purchase, rent or otherwise arrange for the use of any such object.
  14. to observe the CHN curfews for returning home and using digital devices, as follows:
    - a. on school nights, the Participant will be home by 6:00 pm except when engaging in extra-curricular activities organized by a school or club; enjoying a meal and conversation together is an integral part of the homestay experience in Canada and Participants are expected to inform the Homestay Hosts if he/she will miss the evening meal;
    - b. on non-school nights, the Participant will be home by: 10:00p.m. (for ages 11 – 13); 11:00 p.m. (for ages 14-16); and 12:00a.m. (for ages: 17-18);
    - c. the Participant will only engage in recreational use of digital devices, including but not limited to laptops, computers, cell phones, tablets, between 7:00a.m. and 9:00p.m.
  15. to provide CHN with timely access to any information concerning the Participant’s performance, behaviour and other experience at school including without limitation, course/subject selection, academic reports, correspondence, memoranda, assessments, test results and extra-curricular activities, as well as timely notice of and the right to attend any meetings, case conferences or interviews regarding him/her. The Participant and his/her parents and/or guardian(s) confirm that he/she/they consider the sharing of such information with and otherwise giving access to such information to CHN essential to the proper exercise of this PA and as such hereby declare that they, by executing this PA, give his/her/their consent under applicable privacy legislation in Canada for CHN to access such information.
- F. Acknowledges and agrees:
1. that in the event of a breach of this PA by the Participant and/or his/her parents and/or guardian(s), CHN reserves the right, in its sole and absolute discretion, to:
    - a. notify the Participant and his/her parents and/or guardian(s) of the breach (by fax or email or telephone) and provide the Participant and his/her parents and/or guardian(s) with a specified time frame within which to remedy the breach to the satisfaction of CHN, failing which CHN may expel the Participant from the CHN International Participant Homestay Program (“Program”) and the Participant’s Homestay Household, on one (1) hour’s written notice, and terminate this PA; and/or
    - b. relocate the Participant to another and final Homestay Household, at the expense of the Participant and his/her parents and/or guardian(s) and without refund of any unused and prepaid Homestay Host fees paid to the first Homestay Host(s); or
    - c. expel the Participant from the Program and the Participant’s Homestay Household, on one (1) hour’s written notice, terminate this PA and notify Immigration, Refugees and Citizenship Canada (“IRCC”) of the expulsion (with the result that the Participant’s Study Permit or Visa may be revoked), and direct the Participant’s parents and/or guardian(s) to arrange for the Participant’s return home via the first available flight, at the Participant’s, and his/her parents’ and/or guardian’s(s’) risk and expense. The Participant’s parents and/or guardian(s) agree to make such arrangement for the Participant’s return home and take full responsibility for the care, custody and control of the Participant upon the Participant being expelled from the Program; and
  2. that the consequences of a breach of this PA by the Participant and/or his/her parents and/or guardian(s) (including but not limited to the consequences described in paragraph F herein) are without recourse to CHN, and its officers, directors, employees, representatives, agents and independent service providers (including but not limited to any Homestay Host(s) and transportation service provider(s)).
- G. Agrees that if CHN will be providing custodianship services to the student, then this PA is conditional upon the parents and/or guardian(s) of the Participant executing both an IRCC form IMM 5646 custodianship declaration and CHN’s supplementary consent to custodianship (in the form required by CHN). CHN may immediately terminate this PA if IRCC declares the form IMM 5646 to be invalid or terminated, or if the CHN supplementary consent to custodianship terminates in accordance with its terms.



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- H. Agrees to accept any relocations to different Homestay Hosts that satisfy our program specifications. If the Participant and/or his/her parents and/or guardian(s) choose to remain with the current Homestay Hosts instead of relocating, CHN reserves the right to:
- terminate this PA and refund any unused service and accommodation fees in accordance with the CHN Homestay Program Payment Policy and Procedures; and
  - resign as Custodian and notify IRCC of the resignation (with the result that the Participant’s Study Permit or Visa may be revoked);
- I. Waives and releases, and promises not to sue, CHN, the school and school board in respect of which the Participant is registered and all of their respective officers, directors, trustees, employees, representatives, agents, consultants and independent service providers (including but not limited to the Homestay Hosts and the transportation service provider(s) selected for the Participant) (“Releasees”) from any and all liability, claims, actions, losses, damages and expenses (including legal expenses), personal injuries, and death relating to, arising from or in connection, directly or indirectly, with the Participant’s participation in the Program, which includes any custodianship services, and including any claims from any cause whatsoever including but not limited to negligence, gross negligence, breach of contract, and breach of statutory or other duty of care; and freely accepts and fully assumes all risks, dangers and hazards (and the possibility of personal injury, death, property damage and loss) arising from or in connection with participation in the Program;
- J. Agrees to indemnify, defend and hold harmless the Releasees from any and all claims, demands, actions, damages, loss (whether economic or non-economic), expenses (including legal expenses), costs, or liability of any nature whatsoever and for any costs and other expenses, relating to, arising from or in connection, directly or indirectly, with the Participant’s participation in the Program. which includes any custodianship services, and including any claims made against any of the Releasees by the Participant or anyone on behalf of the Participant’s despite the waiver and release in Section I.
- K. Authorizes and gives full permission to CHN to use the Participant’s name and photographs, stills and videos of the Participant with or without a name, for the purpose of ‘Social Media’ in connection with homestay activities and for any other purpose which CHN deems appropriate; and agrees that these photographs, stills and videos will be the exclusive property of CHN, and that all reproduction rights are handed over to CHN in perpetuity.
- L. Without limiting Section M, authorizes and gives full permission to each of CHN and the Homestay Hosts to discuss the Participant’s well-being with and disclose the Participant’s personal information to the Participant’s school and school board (including the school’s Student Services and personnel), if CHN or the Homestay Hosts consider it necessary or prudent to do so.
- M. In accordance with applicable privacy laws, including those in force federally in Canada as well as in the province in which the homestay placement is located, and including regulations, decisions, orders, judgments and rulings or regulatory requirements addressing privacy issues and/or the collection, use, transfer or disclosure of personal information, consents to CHN’s collection, use, transfer or disclosure of the personal information which the Participant provides to CHN, and in connection therewith understands and agrees as follows:
- CHN collects personal information in order to:
    - Match the Participant with Hosts in the Program;
    - Contact the Participant regarding meetings, changes to policies or to communicate any other important information pertaining to the Program;
    - Collect statistics for the sole use of CHN’s business development;
    - Disclose pertinent details about the Participant to the selected Host with whom the Participant is matched, and third-party organizations that are also involved in the Participant’s stay in Canada. These organizations may include, but are not limited to, schools, school boards, placement agencies and tour companies.
  - Should the Participant withdraw his/her consent for CHN to collect, use, transfer or disclose their personal information, his/her personal information will be removed from CHN’s electronic system and all hard copies of their information will be destroyed, with the exception of that information required by governmental authorities for tax purposes and information that CHN is required to maintain by law.
  - The Participant has a right to see the personal information that CHN holds, and the Participant and CHN each agree to correct any inaccuracies in such personal information.



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This PA, including all documents incorporated by reference herein, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral.

## CANADA HOMESTAY NETWORK SOCIETY

Per:

\_\_\_\_\_  
Authorized Signatory

*Each of the undersigned fully understands this PA and agrees to all of its terms and conditions. This PA was drawn up in English as the express wish of the Participant. Cette entente a été rédigée en Anglais à la demande expresse du Participant.*

Full Name			
Signature		Date	
Relationship	<input type="checkbox"/> Mother <input type="checkbox"/> Father <input type="checkbox"/> Legal Guardian <input type="checkbox"/> Other (please specify):		
Full Name			
Signature		Date	
Relationship	<input type="checkbox"/> Mother <input type="checkbox"/> Father <input type="checkbox"/> Legal Guardian <input type="checkbox"/> Other (please specify):		
Participant Full Name			
Signature		Date	