

Terms and Conditions: Mental Health Wilderness First Aid

Also referred to as "MHWFA," the "Released Party/Parties," or "the program".

All terms are inclusive of Mental Health Wilderness First Aid staff, contractors, instructors, directors, consultants, and volunteers.

Section I: Course Expectations

- 100% course attendance, participation, and completion of any pre- or post-course assignments are required to receive a course certificate.
- Online self-paced course portions may be communicated via the MHWFA website and/or hosted over Kajabi. Pre-course and post-course modules must be fully complete by the deadlines indicated.
- Online live classes are hosted over [Zoom](#). A computer with microphone, headphones, and webcam is necessary. *Smaller screens such as smartphones are not recommended for the class.* Zoom is a user-friendly platform, however, **you should practice the basics before your first class**: how to accept a Zoom invitation, mute yourself, switch from Speaker to Gallery view, etc.
- If you are in a public or shared space, or if others are within earshot, please use **headphones** during live classes, to protect the privacy of other students.
- Please come rested and bring a notebook, pen or pencil, have hot drinks and snacks readily available.
- Please let us know ahead of time if you may be late for class or miss a class (email info@mentalhealthwildernessfirstaid.ca). If you miss a class, you may still be encouraged to attend the next class; however, *100% attendance is required to receive a course completion certificate.* It may be possible to "catch up" your missed attendance by joining another course – see below.
- Please **keep your video on** throughout the course (unless you are having bandwidth issues). **Communicate with the instructor if you would like extra support or to chat privately, or are needing to leave early for any reason** – so we don't worry about you.
- For privacy and course integrity reasons, **please do not record audio, video, or take screen shots of MHWFA classes or material unless invited to do so.** *We may record some classes for use in future classes, online materials, or other purposes. The instructor will alert the class anytime recordings or photos may be taken during a class, and you will be able to opt-out of having your image shared, if you wish.*
- Confidentiality for students' participation is essential during this course. Please respect others' privacy, and do not share personal things others have shared outside the course. *The legal & ethical limits to confidentiality are, of course, a serious concern about risk of harm to oneself, to someone else, or to a child in need of protection.*
- **Discussion of mental health issues and scenarios can be challenging as well as empowering for learners.** Students acknowledge that the material covered in the course may include challenging or triggering topics, facts, or opinions, and attest that they are mentally and emotionally capable of participating in a class on mental health topics at this time. Students agree to take responsibility for accessing support as needed throughout and after the course. Links to support resources are provided on the course portal page.
- **Consider bringing one or more simple physical distraction tools to any live or in-person portions of the course.** This may include anything that allows your hands to be physically "busy" without being distracting while in class. Play-doh, simple colouring materials, knitting, or fidget toys are all good options. *While this may sound unusual, it is evidenced to assist the brain to process emotional material.*

Section II: Cancellation Policies

- Students enrolled individually in an open-enrollment (public) course:



- **31+ days before course start:** a full refund will be granted upon request.
- **15+ days before course start:** a 50% refund may be granted upon request. Registration may be transferred to another MHWFA course occurring within 12 months, less a \$50 administration fee. Registration in the same course may be transferred to *another* eligible person for no administration fee.
- **0-14 days before course start:** Course fees are not refundable. 50% of registration fees may be transferred to another MHWFA course occurring within 12 months. Registration in the same course may be transferred to another eligible person, less a \$50 administration fee.
- **After course start:** Course fees are not refundable, and not transferrable to another person. *Students who miss one or more online classes after a course has started:* You are certainly encouraged to continue to attend class the following weeks; however, 100% attendance is required for a course completion certificate. For a \$50 administration fee, you may "catch up" your missed attendance by attending one or more classes from another MHWFA course in the next 12 months.
- **If MHWFA cancels a full course** (e.g. due to instructor illness or availability), students will receive the option of a rescheduled course or a full refund. If *part* of a course is cancelled (e.g. one individual class is cancelled from a multi-class course), students will receive the option of attending a makeup or rescheduled class, or receiving a **pro-rated** refund for the cancelled portion (note that students must have 100% attendance in course modules to receive a course completion certificate).
- **Students enrolled in a custom (private) course:** *Students who cannot complete 100% of the course with their cohort:* For a \$50 administration fee (payable by the student), you may "catch up" your missed attendance by attending another publicly scheduled MHWFA course in the next 12 months.

Section III: Student agreements

In consideration of participating in the MHWFA program, I (the student) agree and acknowledge that:

1. The material covered in the course may include challenging or triggering topics, facts, or opinions.
2. I am mentally and emotionally capable of participating in this course at this time.
3. I have the right to request to opt-out of active participation in limited, particular activities or roleplays if I choose. My alternative options in such cases may include observing the activity, submitting a written reflection, or discussing one-on-one with a course instructor, instead.
4. I have the responsibility to access support, self-care, and/or professional advice and services as needed during and after the course.
5. I accept the risks of participating in the MHWFA program, and the risks of following the teachings of the MHWFA program, even if the risks are created by the carelessness, negligence or gross negligence of any representative of the MHWFA program, or by anyone else.
6. This course and all provided written and electronic materials and the information therein are not intended as a substitute for professional diagnosis, advice, or treatment from a mental health professional or physician. The student should consult a mental health professional or physician in matters relating to mental or physical health and particularly with respect to any symptoms that may require diagnosis or medical attention.
7. Although MHWFA and D. Hagel have made efforts to ensure that the information provided is correct, MHWFA and D. Hagel do not assume and hereby disclaim any liability to any party for any loss, damage, or disruption caused by errors or omissions, whether such errors or omissions result from negligence, accident, or any other cause.
8. I hereby, for myself and for my heirs, next of kin, executors, administrators and assigns, fully release, waive and forever discharge any and all rights or Claims I may have, now or in the future, against MHWFA or any Released Party, even if the Claims are based on the carelessness, negligence or gross negligence of MHWFA or a Released Party or anyone else.
9. I agree not to sue MHWFA or any Released Party for Claims, even if the Claims arise from the carelessness, negligence or gross negligence of MHWFA or any Released Party or anyone else. I agree to indemnify (reimburse for any loss) and hold harmless MHWFA and each Released Party from any loss or liability (including



any reasonable legal fees they may incur), defending any Claim made by me or anyone making a Claim on my behalf, even if the Claim is alleged to or did result from the carelessness or negligence of MHWFA or any Released Party or anyone else.

10. If any provision of these Terms and Conditions shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from the remaining Terms and Conditions, and shall not affect the validity and enforceability of any remaining portions.
11. I have fully read and understand this document. I am aware that by agreeing to the Terms and Conditions of participating in this MHWFA program, I am waiving certain legal rights I or my heirs, next of kin, executors, administrators and assigns may have against MHWFA and/or any other Released Party.
12. I authorize that my indicating agreement to these Terms and Conditions in my course registration is to be accepted in lieu of, and with the same legal force as, my written signature.

