

**RELEASE, WAIVER, CONSENT and INDEMNIFICATION FORM (hereinafter referred to as the "Release")  
Mossbank Health & Fitness Centre**

*Member must initial beside each statement to acknowledge that he or she understands. Membership will be denied unless all statements initialled.*

The Mossbank Health & Fitness Centre operates under the management of the Town of Mossbank (hereinafter referred to as the "Town") at the premises located at 109 5 <sup>th</sup> Avenue E, known as the Mossbank Community Hall (hereinafter referred to as the "Hall").	<u>Initial</u>
For the purposes of this Release, the Mossbank Health & Fitness Centre, consisting of any part of the Hall being used for its programming or activities at any given time, the fitness or other related equipment located within the Hall (whether used inside or outside) and its use, any programming or activities offered on its behalf (whether offered by employees, contractors, volunteers or any other person using its equipment, whether inside or outside of the Hall), shall be hereinafter referred to as the "Program".	<u>Initial</u>
On my own behalf, I understand that there are inherent risks, dangers, hazards and liabilities to all participants participating in the Program. I understand that the Program may include demanding physical activity. I confirm that I am physically and mentally capable of participating in the Program, understand that I may choose to excuse myself from any part of the Program at any time that I choose, and acknowledge that I am solely responsible for the limits I impose upon myself in regard to the amount of physical activity I can endure as well as any associated risk, danger, hazard or liability.	<u>Initial</u>
<b>I understand that there is no attendant onsite and will not participate in the Program except when there is another person present (i.e. I will arrange to have some other person, <u>capable of assisting me in the event of an emergency, with me onsite and in my presence at any time that I participate in the Program</u>).</b>	<u>Initial</u>
On my own behalf, I hereby waive all present and future claims against the Town and its Council, employees, officers, volunteers, contractors, instructors, representatives, insurers and agents (and their respective successors and assigns) (collectively, the "Releasees") and hereby release the Releasees from and against any and all liabilities, losses, damages, claims, actions and/or causes of action, demands, costs and expenses relating to injury, illness, death, loss, damage to person or property or loss of property, foreseen or unforeseen, howsoever caused (including as a result of negligence of any one or more of the Releasees), arising out of or in connection with the Program or my participation in the Program.	<u>Initial</u>
In case of emergency, I hereby give permission to licensed emergency and health care personnel to provide treatment/services they deem necessary with respect to myself. In the event that any medication, medical advice, treatment and/or equipment are required, I agree to accept financial responsibility for fees in excess of provincial and or private medical insurance. I agree that any medical information I provide may be disclosed to emergency and health care personnel. In the event of illness, accident, emergency, or any other circumstance requiring medical treatment, such treatment may be procured for me without any legal or financial obligation being incurred by the Town.	<u>Initial</u>
<b>I understand that it is my responsibility to advise the Town of any medical information that Town staff should be aware of. I understand and agree that the Town will disclose this medical information as required to appropriate persons.</b>	<u>Initial</u>
I understand that the Town collects and creates information about individuals (personal information) under the authority of and in accordance with <i>The Local Authority Freedom of Information and Protection of Privacy Act</i> (Saskatchewan) and the <i>Personal Information Protection and Electronic Documents Act</i> (Canada), for purposes of the administration of the Town and its programs and services. Some of this information may be reported as required by federal or provincial authority. I consent to the collection, use and disclosure of my personal information as described herein.	<u>Initial</u>

I have read, understood and agree to this Release and the attached Terms, which shall be binding and govern the relationship between myself and the Town with respect to the Program. I hereby execute this agreement on my own behalf, and on behalf of our respective heirs, successors, representatives and assigns.

Member Name (print): \_\_\_\_\_ Member Signature: \_\_\_\_\_

Date: \_\_\_\_\_

If Applicable:

Name of Parent/Guardian (print): \_\_\_\_\_ Parent/Guardian Signature: \_\_\_\_\_

*\*Parent/Guardian must also initial beside each statement above, where indicated, in order to acknowledge he/she understands each statement.*

## Mossbank Health & Fitness Centre Terms and Conditions (hereinafter referred to as the "Terms")

- 1) ALL patrons must have a valid membership in order to use the Program. Any person suspected to have permitted or facilitated the entry of non-members may have their membership terminated without refund.
- 2) All patrons under the age of 18 are required to have a parent/guardian sign and initial the Release where indicated in addition to his or her own signature/initials.
- 3) Food, beverages, knapsacks, gym bags and outdoor clothing will not be permitted in the training area. Lockers are available in the change rooms for the storage of these items (you'll need to supply your own lock – lockers must be cleared and locks removed at the end of each training session).
- 4) Photo-capable devices (including cell phones) are not permitted in change rooms except when stored in a bag, locker, or otherwise in a place where they cannot be used.
- 5) Proper gym attire is mandatory. Clean athletic shoes must be worn at all times. Sandals are not to be worn.
- 6) For the safety and comfort of all users, please refrain from using scented products.
- 7) There may be a maximum time limit on cardio machines. Equipment reservations may be made via the reservation sheet on the wall near the machine. Consecutive bookings on the same type of cardio machine will not be permitted if any other patrons wish to use the machine. Patrons will be allowed a five-minute grace period to begin working out or risk forfeiture of their scheduled time.
- 8) Equipment must be cleaned after each use. Cleaning products are provided.
- 9) Any person causing malicious damage to the facility or equipment will be held financially responsible for repair or replacement. Failure to pay for said damages may result in the termination of his or her membership without refund.
- 10) Members must adhere to all rules and regulations. Failure to do so may result in removal from the premises and/or termination of membership without refund.
- 11) The Town supports fairness and respect in dealings with all volunteers, staff and visitors. Verbal abuse will not be tolerated. Services may be denied if inappropriate behaviour is displayed. This may also result in membership being terminated without refund.
- 12) Prices are subject to change without notice. Membership terms are quarterly. Services will be billed in advance for the upcoming quarter and stub periods will be prorated accordingly. Failure to pay said fees within the 7 days after the date of invoicing may result in suspension of services (code deactivation) until payment is received.
- 13) The Mossbank Health & Fitness Centre may occasionally be closed for maintenance. Memberships **will not** be extended or credited for these closures. Any unexpected closures have already been factored into the cost of memberships.
- 14) Memberships may be purchased at the Town Office located at 311 Main Street in Mossbank. Payment of invoices for any upcoming or ongoing term indicates a confirmation of membership renewal for the term indicated on the invoice. This renewal also indicates a renewal of these Terms and the attached Release. New forms will only be issued for your consideration and approval if the Terms and Release change upon the date of renewal.
- 15) **Refund Policy:**
  - a. No refunds will be issued for any membership cancellation except in the following circumstances:
    - i. All memberships may be cancelled, for any reason, up to 7 days after the purchase of the membership. There will be no refunds after the 7 days have expired except for medical reasons and/or relocation more than 30 km away from the Hall. **No retroactive cancellations will be considered.**
    - ii. For cancellation due to **medical reasons**, memberships may be cancelled by providing written notice to the Town. A supporting doctor's note may be requested by the Town and refunds may be withheld until received.
    - iii. For cancellation due to **relocation**, the Town is not obligated to provide a refund unless sufficient proof of relocation is provided. Cancellations must be provided in writing.
  - b. All refunds will be prorated based on the date of commencement to the date of cancellation.
  - c. A \$20.00 cancellation fee will be assessed for all refunds (no exceptions). A refund will only be issued if the prorated balance owing on the date of cancellation exceeds the cancellation fee.