

Conditions of Use

The following conditions on the use of the facility are currently in place and must be adhered to at all times by anyone using the facility pursuant to this registration:

Participants shall comply with all applicable municipal, regional, provincial, and federal orders and directives, guidelines of public health authorities for the Province of Ontario and Simcoe-Muskoka District Health Unit.

Violations of the rules and regulations set out by the Town, Public Health & the Provincial Order may lead to cancellation of your visit, without refund, along with eviction from Town property. Participant could be subject to applicable fines by Police or Bylaw enforcement officers.

- a. All participants must register for a designated time slot online or with assistance from a Customer Service Staff member through the Recreation software system Perfect Mind.
- b. Registration for Aquatic Lessons, Day Camp Programs, Fitness Classes, General Programs or Drop-In Activities are available in advance of the designated time slot you would like to attend. The applicable fee is due at time of registration.
- c. Any person who enters or uses the facility must maintain a physical distance of at least two metres from any other person who is using the facility, wear a mask in all indoor public spaces and follow all signage and directional traffic flow markers where posted.
- d. Any person who enters or uses the facility must adhere to all rules and regulations posted in the facility.
- e. Start and end times of your reservation are to be adhered to at all times to ensure physical distancing measures for outgoing/incoming participants.
- f. The chosen time slot includes entry, specific program/class and/or drop-in activities and exiting the facility. Showers/changerooms are currently not available for use.
- g. All participants are encouraged to bring their own equipment (where applicable) however, some items will be available during the activity. When indicated please leave used items in the appropriate wash bin as staff will sanitize each item afterwards.
- h. Cleaning and disinfecting of frequently touched surfaces will be conducted at a minimum of two times per day.
- i. Wiping down of high touch point areas will be conducted by staff throughout the day.
- j. If anyone suspects that they have contracted COVID-19 or have come into close contact with someone that has contracted COVID-19, you shall notify the Town within 24 hours. For more information on COVID-19 and COVID-19 Assessment Centres, visit <http://www.simcoemuskokahealth.org/Topics/COVID-19> or contact Simcoe-Muskoka District Health Unit at 1-877-721-7520.

For greater clarity, regarding the COVID-19 pandemic, all provincial orders, as may be amended from time to time, and the public health guidelines must all be adhered to.

Use of facilities may be cancelled at any time if required by an order issued by any provincial or federal government agency, or otherwise due to a health or safety hazard reasonably perceived by the Town of New Tecumseth. The Town of New Tecumseth shall not be liable in any manner whatsoever for any losses, claims or damages resulting from such changes or cancellations including any claims for loss of profit or economic loss.

Camp, Aquatics, Fitness, Programs and Drop in Programs Conditions of Use and Disclaimer of Liability & Release of Claims



Disclaimer of Liability & Release of Claims

By registering myself or the above listed minor(s) as their parent/guardian, I assume all risks, hazards, personal injury and/or property damage associated with participation in the above specified program(s) offered by the Town of New Tecumseth. The Town of New Tecumseth accepts no liability for bodily injury, death, property, or loss due to any cause whatsoever, including, without limitation, negligence on the part of the Town of New Tecumseth, including its elected officials, directors, officers, employees, and agents.

In consideration of the Town of New Tecumseth permitting me and/or the minor to participate in the activities listed above, I, and/or the minor who may be entitled to make a claim, hereby release, discharge, indemnify and save harmless the Corporation of the Town of New Tecumseth and its elected officials, directors, officers, employees and agents from any and all liability, claims, demands, actions, and causes of action whatsoever and howsoever arising from, or related to, any damages, liabilities or losses arising from injury to, or the death of, myself and/or the minor for reason of my and/or the minor's participation in the activity listed above or by reason of the provision of medical care to me and the minor, regardless of whether the damages are caused by the negligence of the Town of New Tecumseth, and regardless of whether such liability arises in tort, contract, strict liability, or otherwise.

I, and/or the minor, will abide by the Terms and Conditions and Rules and Guidelines as detailed at www.newtecumseth.ca. A hard copy of these terms is available upon request.

I understand that it is my responsibility to consult with a physician regarding my and/or the minor's participation in recreational activities prior to taking part in the above activities.

This agreement shall be binding upon my, and/or the minor's, family, spouse, heirs, assigns and personal representatives, and is deemed as a release, waiver, discharge, and covenant not to sue. This Agreement is governed by the laws of Ontario, and Canada. If any part of this agreement is unenforceable then that part shall be severable without affecting the enforceability of the remaining provisions. This signed agreement may be filed as 'bona fide' evidence of an agreement in any mediation, suit, or other proceeding.

By clicking "I Agree" and "Next" to proceed with my purchase, I confirm that I have read and understand the above terms and agree to accept the disclaimer of liability and release of claims outlined in this agreement on behalf of myself and/or the minor.