

Recreation Pass/Membership Agreement Disclaimer of Liability & Release of Claims

Fitness Member

Youth members under the age of 16 years old must complete a Mandatory Fitness Orientation highlighting safe equipment use, fitness etiquette policies and guidelines prior to their first workout and/or admission into the fitness facility and studios.

Staff are on duty within the facility during all operating hours, though there may be times when fitness staff are unavailable for direct supervision in the Fitness Centre. As a fitness member, you agree to exercise caution if you are unfamiliar with either the activity or proper use of the equipment you are undertaking and assume full responsibility for any injury that may incur.

Skating/Ice

Children aged 9 and under must be accompanied and actively supervised by a responsible person aged 14 years or older. Full hockey equipment is required including a CSA approved hockey helmet, hockey gloves and hockey stick for all age categories during shinny. CSA approved helmets and full-face mask are strongly recommended for all skating participants. Ice skates are mandatory, no shoes are allowed on the ice.

Players must stay off the ice, out of the player's box and stand behind the glass, when the ice resurface machine is on the ice.

Swimming

All users of the Rotary Pool are subject to Rotary Pool Admission Guidelines.

At any time, a lifeguard can ask a patron to demonstrate swimming skills for safety reasons.

Any decision made by the lifeguards is absolute.

Swim tests are required for all individuals 9 years and under. Children between 6-9 years of age who pass the Swim test are still required to be supervised by a parent/guardian that is 14 years or older and is required to remain in the pool enclosure. Children between 6-9 years of age who are non-swimmers and cannot complete facility swim test must be accompanied by a parent/guardian 14 years or older who is responsible for their direct supervision. Children 5 years of age & younger must be accompanied by a parent/guardian 14 years or older who is responsible for their direct supervision. Parents/guardians must always be in bathing attire and within arm's reach of the child(ren) at all times. Children 10 years of age or older are recommended to always swim with a buddy.

General

This membership agreement encompasses current active memberships and all subsequent memberships activated by the member. All instructional activities are available on a first come, first served basis until capacity is reached.

The Town of New Tecumseth permits prorated withdrawals if the member is locating to a residence outside of the Town of New Tecumseth, work re-location, or for medical reasons. Proof of relocation is required. A doctor's note is required for withdrawals due to medical reasons. A service fee applies to all membership withdrawals.

The Town of New Tecumseth grants members a no-fee hold once during the period of their annual membership, due to extended travel. A minimum 1-month period is required to place memberships on hold. Proof of travel by official documentation, must be provided prior to granting the membership hold. Membership extensions are dependent on the time remaining on the current annual membership term, to a maximum 6-month. Additional membership holds due to travel are subject to a service fee, applicable for each subsequent hold requested. Membership holds due to medical circumstances are available at no charge, with a doctor's note.

The Town of New Tecumseth reserves the right to suspend or revoke any membership in the event of inappropriate behavior and/or failure to follow policies and procedures by the member and or member's guest.

Members agree to not engage in other activities such as providing or receiving instruction from any individual not authorized to do so by the Town of New Tecumseth.

Memberships are solely for the exclusive use of the registrant. Unauthorized use will be subject to loss of privileges. The Town of New Tecumseth Parks, Recreation & Culture Department reserves the right to amend, cancel, postpone, or combine membership programs as required. Hours of operation are subject to change. The Town of New Tecumseth reserve the right to close the facility for up to two weeks for annual maintenance and to modify schedules and instructors as needed according to demand and space limitations without notice.

Membership cards are required to be scanned at every visit. Lost membership cards must be reported to customer service staff. A replacement card will be provided and subject to a replacement fee.

Individuals displaying unacceptable behavior or who choose not to follow the activity/facility guidelines will be asked to leave and will not receive a refund.

The Town of New Tecumseth is not responsible for lost or stolen articles. Valuables should be placed in a locker and secured with a lock that you provide.

NSF cheques or declined pre-authorized payments are subject to an administration fee as determined by the Municipal Fee Bylaw and is subject to change without notice.

Photography and filming are not permitted during registered or drop-in programs. The use of electronic devices (i.e., cell phones, digital music players, portable video game consoles etc.) are not permitted in washrooms, change rooms or showers due to privacy laws. Such actions would violate these laws and could be subject to criminal charges.

The Town of New Tecumseth takes photographs of the registrant at the time of registration for membership security purposes. Town staff may also take photos for marketing purposes during an activity. Please inform staff at time of registration if you prefer not to have photographs taken of yourself or child(ren) for marketing purposes.

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.

Release and Waiver of Liability

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, unless due to the negligence or willful misconduct 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 al 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 signing this agreement, or 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.