

Conditions of Use and Disclaimer of Liability & Release of Claims

Revised 03/29/22

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 adhere to all rules and regulations posted in the facility.
- d. The chosen time slot includes entry, specific program/class and/or drop-in activities.
- e. All participants are encouraged to bring their own equipment (where applicable) however, some items will be available during the activity.
- f. Confrontational behaviour, harassment, or destruction of equipment will not be tolerated and may result in immediate dismissal without refund.
- g. Cleaning and disinfecting of frequently touched surfaces will be conducted.

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. For more information on COVID-19 and COVID-19 Assessment Centres, visit <http://www.simcoemuskohealth.org/Topics/COVID-19> or contact Simcoe-Muskoka District Health Unit at 1-877-721-7520.

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.

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, unless due to the negligence or wilful misconduct 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 wilful 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 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.