

## WESTSIDE RECREATION CENTRE – ANNUAL MEMBERSHIP CONTRACT

### A. Membership Terms & Conditions

1. This contract is between Westside Recreation Centre (WRC), a facility operated by Westside Regional Recreation Society, and the individual member named in this form and all family members, if applicable.
2. For most people physical activity should not pose any problem or hazard. However, physical activity might be inappropriate for a small number of individuals who should have medical advice concerning the type of activity most suitable for them. If any of the following circumstances apply, I (we) must consult my (our) physician:
  - A doctor has said I have a heart condition;
  - I feel pains in my chest when I participate in physical activity;
  - I lose my balance because of dizziness;
  - A doctor is currently prescribing drugs for my blood pressure;
  - A doctor has told me that I have a bone or joint problem such as arthritis that might be made worse by physical activity; or
  - I know of any other reason why I should not take part in physical activity.

Additionally, I (we) will not come to the Westside facility if I (we), or anyone in my immediate household, is exhibiting symptoms of illness.

3. By using these facilities, I (we) freely and voluntarily assume the risks and hazards inherent to the nature of these facilities, and activities therein, and understand and acknowledge that I (we), as a participant(s), may suffer personal and potentially serious injury (please see Waiver at the bottom of this document).
4. Membership in WRC is annual and non-transferable to another party. Expiration occurs twelve (12) months subsequent to membership commencement. Cancellation of this contract prior to the expiration date will be subject to cancellation fees.
5. Planned and unscheduled maintenance occurs as part of WRC regular operations. Shutdown periods vary by amenity. Reduced schedules or activities may occur in some areas while others may require complete closure. Maintenance shutdowns have been factored into the membership price; your membership(s) will not be extended, discounted, refunded or otherwise compensated for these events.
6. I (we) accept liability for payment of all charges under this contract. Payment options include payment in full or a 120-day payment plan. Under the 120-day payment plan, a 20 per cent down payment plus a \$50.00 financing fee is required upon membership commencement. The remaining balance is due in four (4) equal installments at 30, 60, 90, and 120 days and must be secured with post-dated cheques or a valid credit card. Service charges will be applied to any returned or declined items. Failure to pay outstanding balances within 30 days will result in automatic cancellation of membership(s) with no refund. Repeat default of installment payments may result in cancellation of membership and restriction to future payment plan options.

7. Dependant children and student dependant children are defined as the legal children of the adult member and must reside at the adult member's address. Proof may be required. Student dependant children must provide documentation confirming their full-time school status. Dependant and student dependant children memberships will expire concurrent with the expiration or cancellation of the adult membership and fees are not prorated.
8. Members are required to present a valid membership identification card at the time of entry for each visit. Your card provides access for you exclusively and cannot be used by anyone else. Protect your card and report loss immediately. Lost, stolen or misplaced membership identification cards are subject to a replacement fee.
9. WRC reserves the right to cancel or suspend my (our) membership without notice or refund. Cancellation or suspension may occur, but is not limited to, the following circumstances:
  - Failing to pay any amount I (we) owe to WRC when due;
  - Using WRC equipment or facilities in a way that adversely affects WRC, its employees or other members;
  - Allowing someone else to use my (our) membership card(s) to gain access to Westside;
  - Providing false or misleading information; or
  - Violating the terms and conditions of WRC membership
10. WRC is not responsible or liable for personal property that is lost, damaged or stolen while I utilize the WRC facility or grounds.
11. I (we) confirm that the information filled out on this form is up-to-date and accurate and that I (we) agree to notify WRC of any change in the information provided.
12. WRC reserves the right at any time to modify this contract and to impose new or additional terms or conditions regarding membership and/or the facility. Such modifications and additional terms and conditions will be effective immediately and incorporated into this contract. I (we) acknowledge that continued use of WRC will be deemed acceptance thereof. Current contract terms and conditions are available at [westsiderec.com](http://westsiderec.com).
13. If I (we) choose to renew my (our) annual membership(s), I (we) agree the terms and conditions of this contract will continue to apply and be in full force and effect.
14. I (we) acknowledge that I (we) have read the information on this form, including all the terms and conditions, and accept these terms.

## B. Waiver

***Read carefully! Signing this agreement will affect your legal rights; you will waive certain legal rights including your right to sue. You will agree to assume responsibility for certain risks and agree to fully indemnify Westside Regional Recreation Society against legal liability for injury, property damage, illness and disease (including Covid-19). By signing this document, you will acknowledge and agree that transmission of communicable disease (including Covid-19) is an inherent risk associated with your use of Westside Recreation Centre including***

***its equipment and amenities and with your participation in sports, events and activities (Activities) at the Centre.***

I, the Member/Participant/Parent/Guardian, understand that this Agreement is a binding legal agreement. Any clarification or questions or concerns must be raised before signing. I understand that this Agreement is made for the benefit of the Westside Regional Recreation Society and its directors, officers, agents, representatives, employees, volunteers, members, participants, spectators, independent contractors, subcontractors, sponsors, successors and assigns (Releasees) in consideration of permitting me and my minor child(ren) (Participants) to participate in Activities.

I acknowledge and agree to the following terms:

**ACKNOWLEDGMENT AND ASSUMPTION OF RISKS:** I understand that there are risks associated with my use of the Westside Recreation Centre and my participation in Activities. I understand that Covid-19 is a significant health risk and carries a high risk of transmission through physical or shared contact. I acknowledge that risks include, but are not limited to, serious personal injury, death, property damage, illness and disease (e.g. communicable diseases including Covid-19 and influenza). I further acknowledge that I am in the best position to assess the impact that a communicable disease may have on me, my children, or on others with whom I may transmit such disease. Risks include, but are not limited to personal injury, death, property damage or illness resulting from:

- HEALTH: food and beverages, overexertion, dehydration, fatigue, traumatic injury, infections, rashes, and transmission of communicable diseases (including Covid-19 and influenza), bacteria, parasites or other organisms or mutations thereof.
- CONDUCT: my own conduct and conduct of other persons, including any physical altercation between persons.
- PREMISES: defective, dangerous or unsafe condition of the facilities; falls; collisions with objects, walls, equipment or persons; dangerous, unsafe, or irregular conditions on the field of play or other surfaces; extreme weather conditions; and travel to and from premises.
- EQUIPMENT: mechanical failure of the equipment; negligent design or manufacture of the equipment; the provision of or the failure by the Releasees to provide any warnings, directions, instructions or guidance as to the use of the equipment; failure to use or operate the equipment within my ability.

**WAIVER OF CLAIMS AND RELEASE OF LIABILITY:** I, the Member/Participant/Parent/Guardian, hereby agree as follows:

- I hereby waive any and all claims that I have or may have in the future against the Releasees in connection with the Participants' use of Westside Recreation Centre and with the Participants' participation in Activities; and
- I hereby release and forever discharge the Releasees from any and all liability for all loss, damage, expense, injury, death, property damage, illness or disease (e.g. communicable diseases including Covid-19 and influenza) that the Participants, I, our respective executors or administrators, or any other third party may suffer as a result of the Participants' use of the Westside Recreation Centre or participation in Activities due to any cause whatsoever, whether arising from the negligence of the

Releasees, breach of any statutory or other duty, breach of contract, mistake or error of judgment of the Releasees, or otherwise.

**INDEMNITY:** I hereby agree to indemnify and hold harmless the Releasees from any and all damages, loss or expense (including legal costs) of any kind resulting from any and all claims, demands, causes of action of any kind whatsoever, including those involving negligence on the part of the Releasees, arising out of or connected with the Participants' preparation for or participation in, or both, or travel to or from any of the Activities, events and programs of the Releasees. I hereby release and forever discharge the Releasees from any and all liability for all loss, damage, expense, injury, death, property damage, illness or disease (e.g. communicable diseases including Covid-19 and influenza) that the Participants, I, our respective executors or administrators, or any other third party may suffer as a result of the Participants' use of the Westside Recreation Centre or participation in Activities due to any cause whatsoever, whether arising from the negligence of the Releasees, breach of any statutory or other duty, breach of contract, mistake or error of judgment of the Releasees, or otherwise.

**REPRESENTATIONS:** I am not relying on any oral, visual or written representations or statements made by the Releasees with respect to the safety of the Activities other than what is set forth in this agreement. I am responsible for the health and safety of the Participants while at Westside Recreation Centre.

**JURISDICTION:** I agree that this agreement and all terms contained within are governed by the laws of the Province of Alberta. I hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of Alberta. Any litigation in any way relating to Activities or to the matters addressed in this agreement must be instituted in the Province of Alberta.

**SEVERABILITY:** If any provision (or part of any provision) in this agreement is unenforceable, such provision (or part of such provision) shall be severed and shall be inoperative, and the remainder of this agreement shall remain in full force and effect.