

## INFORMED CONSENT AND INDEMNITY

**This document contains provisions which affect your legal rights. Read carefully before signing.**

I hereby acknowledge and agree that in consideration of participation in a City of Lloydminster Program (the "Program"):

1. I hereby waive and release any and all claims, demand or causes of action (whether founded upon contract, statute, common law or otherwise), and release from all liability and agree not to sue, the City of Lloydminster and its elected officials, officers, employees, agents and contractors (the "City") for any illness, personal injury, death, property damages or other loss of any kind, including economic loss, as a result of or in any way connected to the Child's participation in the Program due to any cause whatsoever including, but not limited to: negligence or gross negligence; breach of any other duty imposed by law, including any duty imposed by occupier's liability or other legislation; breach of any contract, and; mistakes or errors in judgment or any kind on the part of the City.
2. I have been provided with an opportunity to read and understand, and acknowledge and agree to, the Rules and Regulations and Terms and Conditions attached to this Waiver and Release. I understand that the Rules and Regulations are designed for the safety and protection of participants in the Program. I understand and agree that I am solely responsible for the Child's behavior and that the Child will obey the Rules and Regulations and any other policies, rules, regulations or directions regarding the participation in the Program enacted or communicated by the City from time to time.
3. I acknowledge there are inherent risks in the Child's participation in the Program, which include but are not limited to collisions, slips, falls, accidents, illness, bodily contact, whether deliberate or accidental, and physical injury. Without limitation to the foregoing, I acknowledge the risk of exposure to illness, including but not limited to infectious diseases, as a result of my Child's participation in the Program, and that such exposure may result in illness, personal injury, or death, and voluntarily assume such risk.
4. I voluntarily assume all risks and damages associated with the Child's participation in the Program, including the possibility of illness, personal injury, death, property damage, or other loss resulting therefrom, and elect to allow my child to participate in the Program in spite of these risks. I accept full responsibility for the Child's participation in the Program.
5. I willingly accept these risks and agree to the terms of this waiver even if the City is found in law negligent, grossly negligent or in breach of a duty of care or any other obligation to me or the Child in their Program.
6. I hereby indemnify and hold harmless the City from any and all damages or losses of any kind as a result of any and all claims, demands, causes of action, and expenses (including legal costs on a solicitor and own client full indemnity basis) of any kind whatsoever including those involving negligence, gross negligence, or breach of duty of care of other obligation on the part of the City that may be made or initiated by, or on behalf of the Child, arising out of or connected with the Child's participation in the Program or the subject matter of this Informed Consent and Indemnity.

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7. I acknowledge and represent that I am the parent/guardian of the Child and that I am authorized to execute this Informed Consent and Indemnity on behalf of all parents/guardians of the Child.
8. I confirm that I have had sufficient time to read and understand what I am agreeing to in this Informed Consent and Indemnity before signing, that I have had the opportunity to seek independent legal advice, and I understand that this Informed Consent and Indemnity will be binding upon my heirs, next of kin, executors, administrators, and successors. I agree that this waiver and the agreements it contains will be governed by and interpreted in accordance with the laws of the Province of Alberta and I irrevocably agree that the court of the Province of Alberta have exclusive jurisdiction regarding this waiver.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

\_\_\_\_\_  
Name of Child (Print)

\_\_\_\_\_  
Child's Date of Birth

\_\_\_\_\_  
Name of User (Print)

\_\_\_\_\_  
Name of Witness (Print)

\_\_\_\_\_  
Signature of User

\_\_\_\_\_  
Signature of Witness

#### **RULES AND REGULATIONS**

1. With consideration for the health of our patrons and staff, and comfort of all program participants, we ask that anyone experiencing potentially contagious illnesses be kept at home. Our staff reserve the right to turn away participants showing symptoms of illness.
2. Physical distancing of non-household members must be maintained throughout the program.
3. Participants are required to bring their own labelled water bottles as facility drinking fountains will be closed.
4. No food will be shared between participants.
5. Hand sanitization will be mandatory throughout the program, please bring your own sanitizer.
6. Please do not bring unnecessary personal belongings. All belongings must be labelled.

#### **TERMS AND CONDITIONS**

1. Refund Policy

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- a. Medical - Participants are asked not to attend any program if they are sick or symptomatic. If you or your child(ren) are unable to attend the program due to an injury or illness please provide written notice and include the parent's name, registrant's name and the name of the program. Participants will be transferred into another program (if space is available) or provided a prorated refund if they are unable to attend due to illness.
- b. Non-Medical- A minimum of seven days written notice before the program start date must be given to receive a full refund. If a patron makes a refund request less than seven days prior to the program start date, a 50% refund will be issued. In the event of a withdrawal from a program with less than 24 hours' notice a refund will be prorated based on the number of program sessions remaining.

Written Notice can be provided by email including parent name, participant name, program name, program date, and a copy of the receipt (when available) must be provided to

Servus Sports Centre - recreation@lloydminster.ca

Refund Payment - A refund cheque will be issued 4 – 6 weeks following the written cancellation.

- 2. Cancellation Policy - The City of Lloydminster reserves the right to cancel any program. Full refunds will be issued for any programs cancelled by the City of Lloydminster.
- 3. Transfer Policy - No transfers will be allowed after the start of the program. If a registrant must change or transfer from a program, the City of Lloydminster must receive a minimum of seven days written notice when possible.

**By signing the Informed Consent and Indemnity and initialing below I acknowledge and agree that I have read and understood the Rules and Regulations, and Terms and Conditions, and agree to be bound by them.**

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