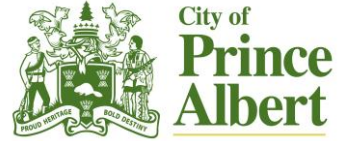




2787 – 10<sup>th</sup> Avenue West  
 Prince Albert, SK  
 S6V 0S2

Tel: (306) 953-4989  
 Fax: (306) 953-4849  
 csd@citypa.com



## MEMBERSHIP APPLICATION, CONTRACT & WAIVER OF CLAIM INDIVIDUAL MEMBERSHIP

### SECTION 1: MEMBERSHIP APPLICATION

#### MEMBER INFORMATION

Last Name		First Name		M / F	*DOB (MM/DD/YYYY)  / /
Address			City		Postal Code
Home Phone	Business Phone	Cell Phone	*Email Address		

\*Email and Date of Birth necessary to create an online account with the Community Service Department, Recreation Division

#### PARENT OR LEGAL GUARDIAN INFORMATION – If the member is under the age of eighteen (18)

Last Name		First Name		M / F	DOB (MM/DD/YYYY)  / /
Address			City		Postal Code
Home Phone	Business Phone	Cell Phone	Relationship to the member		

**AGE CATEGORY – Check the age category that applies to you**

YOUTH (UNDER 18 YEARS OLD)     ADULT (18 – 64 YEARS OLD)     SENIOR (65 YEARS & OLDER)

**MEMBERSHIP DURATION – Check the membership duration desired**

1 MONTH     3 MONTHS     6 MONTHS     9 MONTHS     12 MONTHS     OTHER \_\_\_\_\_

**HOW DID YOU HEAR ABOUT US – Please check all that apply**

City Website     E-mail Newsletter     Radio AD     Newspaper AD     TV AD  
 Brochure     Billboard     Poster     Word of Mouth     Other \_\_\_\_\_

**THIS SECTION TO BE COMPLETED BY OFFICE STAFF**

Pass Start Date: \_\_\_\_\_ Pass Expiry Date: \_\_\_\_\_

## SECTION 2: MEMBERSHIP CONTRACT

**Please read carefully before signing. A parent or legal guardian is required to sign on behalf of a minor.** In this agreement the terms “I” “me” and “my” refer to you (the membership holder OR the parent or legal guardian acting on behalf of the member). The term “the member” refers only to the membership holder. The term “the City” refers to the City of Prince Albert.

- A.) Scope of the Agreement:** I hereby purchase a membership for the Alfred Jenkins Field House from the City under the membership plan and for the duration indicated on Page 1 of this document (the “membership”). I agree to adhere to the terms and conditions outlined in this document and attached hereto all of which form part of this agreement. **If acting as legal guardian for a member under the age of eighteen (18):** I warrant and guarantee to the City that I have the legal authority required to bind the member to this agreement and I agree it is my responsibility to ensure the terms and conditions of this agreement are adhered to by the member.
- B.) Violation of the Terms and Conditions:** I acknowledge and agree that violating of the terms and conditions of this agreement may, at the sole discretion of the City, result in the temporary suspension or permanent termination of the membership.
- C.) Use of the Membership:** I acknowledge and agree that the membership is for the exclusive use of the member and allowing any other person to use the membership will result in the complete and permanent termination of the membership. I agree that the Alfred Jenkins Field House is a monitored facility and no access shall be granted without checking in at the front desk.
- D.) Refunds:** Refunds will only be issued if the membership is cancelled by the City of Prince Albert. The issuing of refunds, credits or extensions will be at the sole discretion of the City of Prince. The refund amount returned to me shall be equal to the original purchase price less the value of the membership that has elapsed since the date of purchase. I acknowledge that cancellation of the membership will result in the full loss of membership rights. I acknowledge that the membership card issued to the member must be returned at the time of cancellation and that any applicable refund will not be issued until the card is returned.
- E.) Lost Membership Cards:** I agree to notify the Alfred Jenkins Field House staff of any lost or stolen membership cards as soon as possible and I agree to pay a \$5.00 fee for the replacement of each lost card.
- F.) Supervision of Underage Members - If acting as legal guardian for a member under the age of eighteen (18):** I acknowledge that many of the programs and activities carried on at the Alfred Jenkins Field House for which the membership provides access are completely unsupervised and I agree that when required by City policy, I (or another responsible adult) shall directly supervise the member. I further acknowledge and agree that I will be responsible for paying any applicable admission fee(s) to attend programs or activities for the purpose of supervising the member.
- G.) Member Etiquette:** I acknowledge that boisterous or dangerous behaviour, offensive or abusive language or symbols, and destruction of City property are prohibited.
- H.) Equipment / Facility Damage:** I agree to be financially liable for any facility or equipment damage (excluding normal wear) that results from the improper usage by the member.
- I.) Facility Closures:** I acknowledge and agree that the City reserves the right to close part or all of the facility at any time without prior notice due to maintenance or special events. I agree that refunds will not be issued for any facility closures less than five (5) consecutive days in duration.
- J.) Schedule Changes:** I acknowledge and agree that the City reserves the right to change the facility’s operating hours, public drop-in times and scheduled class times at any time without prior notice due to maintenance, special events or program requirements. Changes may be temporary or permanent. I agree that refunds will not be issued for any schedule changes that may occur.
- K.) Lost or Stolen Articles:** I acknowledge and agree that the City is not responsible for any lost or stolen articles and that it is the responsibility of the member to store valuables in a secured locker.

Initial: \_\_\_\_\_

**L.) Cardio & Weight Equipment Conditions of Use:**

- i.) **Use the cardio and weight equipment at your own risk.** Use of the cardio and weight equipment is unsupervised and unstructured. Individuals with high or low blood pressure, heart disease, diabetes or other serious medical conditions or women who are pregnant or may be pregnant should consult their physician before beginning any exercise program. Users unfamiliar with the operation of cardio or weight equipment should seek staff assistance.
- ii.) Use of the cardio and weight equipment is subject to equipment availability and dependent on user attendance and shall be on a first come first serve basis.
- iii.) Use of the cardio and weight equipment is on a first come, first serve basis.
- iv.) Youth under the age of twelve (12) are not permitted to use the cardio or weight equipment. Youth between the ages of twelve (12) and fifteen (15) may use the cardio and weight equipment only while under the direct supervision of a responsible adult of at least eighteen (18) years of age.
- v.) Users must wipe down all machines, weights and benches after each use.
- vi.) Food, gum and beverages are not permitted in the cardio-weight room. Water in a plastic or metal bottle is allowed.
- vii.) Non-marking athletic footwear and appropriate exercise attire are required. No street shoes, T-shirts or full length tank tops are required.

**M.) Climbing Wall Conditions of Use:**

- i.) All users must complete a training session or pass a belay skills test in order to be granted status as a qualified user of the climbing wall. Only qualified users will be permitted access to the climbing wall.
- ii.) **Use the climbing wall at your own risk.** Individuals with high or low blood pressure, heart disease, diabetes or other serious medical conditions or women who are pregnant or may be pregnant should consult their physician before using the climbing wall.
- iii.) Use of the climbing wall is subject to availability and dependent on user attendance. Climbers are recommended to reserve a climbing time in advance.
- iv.) Youth under the age of twelve (12) must be accompanied and supervised by a responsible adult of at least eighteen (18) years of age at all times. Youth under the age of six (6) are not permitted to use the climbing wall.
- v.) No person under the age of sixteen (16) shall be permitted to belay.
- vi.) Only climbers, belayers, spotters and staff are permitted in the climbing area.
- vii.) Climbers and belayers have an obligation and responsibility to themselves and other climbers to conduct themselves in a safe and responsible manner. Climbers and belayers must perform a safety check of their equipment, knots, climbing hardware and the wall prior to climbing.
- viii.) Bouldering (climbing un-roped) is allowed provided the climber's feet are no higher than six (6) feet off the ground and a spotter is used. Climbers who are bouldering must yield to rope climbers.
- ix.) Use of a belay plate or similar device is required.
- x.) Personal harnesses, carabiners, belay devices and other climbing equipment may be used only after approval by Alfred Jenkins Field House staff.
- xi.) Novice belayers and those belaying a climber in excess of 150% of their body weight are required to tie into a ground anchor.
- xii.) Use of proper belay commands is required.
- xiii.) Climbers must tie their rope directly into their harness according to the harness manufacturer's specifications using a figure eight follow through knot with a single or double overhand keeper knot.
- xiv.) Climbers must use the provided ropes corresponding to the route they are climbing to prevent pendulum swinging in the event of a fall.
- xv.) No person shall be granted access to the climbing wall while under the influence of drugs or alcohol, or when suffering from or experiencing any condition that may impair their ability to use the climbing wall.
- xvi.) All users must immediately report any defects, excessive wear or damage to any climbing equipment or the climbing wall that they may observe.
- xvii.) Food, gum and beverages, including water are not allowed in the climbing area.
- xviii.) Non-marking athletic footwear and appropriate climbing attire are required. No street shoes, jewellery or loose fitting clothing.
- xix.) The City of Prince Albert reserves the right to deny any person access to the climbing wall permanently or for a specified period of time for breach of any of the safety policies or conditions of use.

**N.) Drop-In Group Fitness Class Conditions of Participation:**

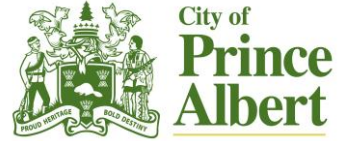
- i.) **Attend drop-in group fitness classes at your own risk.** Individuals with high or low blood pressure, heart disease, diabetes or other serious medical conditions or women who are pregnant or may be pregnant should consult their physician before beginning any exercise program. Participation in drop-in group fitness classes is subject to availability and dependant on user attendance and shall be on a first come first serve basis.

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- ii.) Participants will be allowed to sign in and reserve a spot no sooner than fifteen (15) minutes before the scheduled start time of a given class. Participants must be present in the facility to sign-in and reserve their spot (no phone-ins). No person shall be permitted to sign in or reserve a spot for another individual.
- iii.) Facility staff reserves the right to limit the number of participants in each class to ensure adequate equipment and facility space is available.
- iv.) Drop-in group fitness classes are only open to participants sixteen (16) years of age or older, unless otherwise stated in the advertised class description.
- v.) Food, gum and beverages are not permitted in the classes. Water in a plastic or metal bottle is allowed.
- vi.) Non-marking athletic footwear and appropriate exercise attire are required. No street shoes, and T-shirts or full length tank tops are required.

**O.) Gymnasium Conditions of Use:**

- i.) **Use the gymnasium at your own risk.** Drop-In gym time is unsupervised and unstructured. Individuals with high or low blood pressure, heart disease, diabetes or other serious medical conditions or women who are pregnant or may be pregnant should consult their physician before beginning any exercise program.
- ii.) Participation in drop-in gym time is subject to user attendance and available gym space and shall be on a first come first serve basis.
- iii.) Facility staff reserves the right to limit activities, ask users to move to side courts/nets/goals in order to accommodate as many users as possible.
- iv.) General drop-in gym times are for individuals of any age. Adults eighteen (18) years of age or older must accompany and supervise youth under the age of twelve (12) at all times.
- v.) Food, gum and beverages are not permitted in the gymnasium. Water in a plastic or metal bottle is allowed.
- vi.) Non-marking athletic footwear and appropriate gym attire are required. Street shoes are not permitted.
- vii.) In-line skates, Heelys, bikes and skateboards are not permitted in the gym.

**P.) Walking Track Conditions of Use:**

- i.) **Use the track at your own risk.** Track use is unsupervised and unstructured. Individuals with high or low blood pressure, heart disease, diabetes or other serious medical conditions or women who are pregnant or may be pregnant should consult their physician before beginning any exercise program.
- ii.) Youth under the age of twelve (12) must be accompanied and supervised by an adult of at least eighteen (18) years of age at all times.
- iii.) Stretching areas are located adjacent to the track. Stretching on the track is prohibited.
- iv.) Walk or jog in the posted direction of the track.
- v.) Walkers should use the inside lane and joggers / runners should use the outside lanes.
- vi.) Slower joggers should move towards the inside of the track to allow faster runners to pass on the outside. Walk, jog or run no more than two abreast so others have adequate room to pass.
- vii.) Facility staff reserves the right to ask users to walk, jog or run in single file or to designate slow, medium and fast lanes in order to accommodate as many users as possible.
- viii.) Do not stop moving on the track except in an emergency. If you need to catch your breath or tie your shoes walk slowly to the nearest stretching area.
- ix.) Food, gum and beverages are not permitted in the track area. Water in a plastic or metal bottle is allowed.
- x.) Non-marking athletic footwear or track shoes are required. Street shoes are not permitted.
- xi.) Strollers, in-line skates, Heelys, bikes and skateboards are not permitted.

Initial: \_\_\_\_\_

By signing below I indicate that I have had sufficient opportunity to read this entire agreement, that I *have* read this entire agreement and that I fully understand the terms and conditions outline herein and agree that I and if applicable the member under the age of eighteen (18) for whom I act as guardian will be bound to this agreement.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ in the province of Saskatchewan

\_\_\_\_\_  
Member Name OR Parent / Guardian Name (Print)

\_\_\_\_\_  
Signature

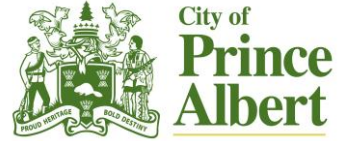
Witnessed By: \_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Signature



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**SECTION 3: ASSUMPTION OF RISK, RELEASE AND WAIVER OF CLAIM**

**This Assumption of Risk, Release and Waiver of Claim will affect your legal rights. Please read carefully before signing.** Every membership holder is required to read, understand and sign this Assumption of Risk, Release and Waiver of Claim. A parent or legal guardian is required to sign on behalf of members under the age of eighteen (18).

I, \_\_\_\_\_ the membership holder or parent / legal guardian of \_\_\_\_\_,  
*Adult Member OR Parent / Guardian Name (Print)* *Youth Member Name (Print)*

hereby acknowledge and agree that in consideration of my participation or the participation of the youth member for whom I act as guardian in the programs and activities carried on under the membership plan indicated on Page 1 of this document (the “membership”) that:

- A.) The “programs and activities” carried on under the membership may include but are not limited to usage of cardio fitness machines, use of the climbing wall and all associated equipment, use of the gymnasium and all associated equipment, participation in instructed group fitness classes and use of all associated equipment, and use of the walking track;
- B.) There are significant inherent risks involved in the programs and activities carried on under the membership with the potential to result in serious injury, permanent disability or death. I have full knowledge of the nature and extent of all the risks associated with the programs and activities carried on under the membership including any manner of injury resulting from any event, condition or failure of the equipment provided by the City of Prince Albert or the Alfred Jenkins Field House and associated facilities as well as health risks, including but not limited to muscle strains, abrasions, bruises, cuts, cramps, light headedness, fainting, nausea, joint strain, broken bones, increased blood pressure, abnormal heart rate, chest pain, heart attack, stroke, and death;
- C.) Use of the climbing wall and the sport of rock climbing involve specific inherent risks. I have full knowledge of the nature and extent of all the risks associated with the use of the climbing wall, including but not limited to:
  - i.) All manners of injury resulting from falling off or from the climbing wall and contacting the floor, wall faces, other people, or rope projections - whether permanently or temporarily in place;
  - ii.) Abrasions, cuts or bruises resulting from contact with the wall face, harnesses, ropes or other equipment;
  - iii.) Entanglement or other injuries resulting from activities on or near the climbing wall including, but not limited to climbing, belaying, repelling, lowering on ropes, rescue systems, and any other rope techniques;
  - iv.) Injuries resulting from falling climbers or dropped items including, but not limited to ropes, climbing hardware or wall parts;
  - v.) Injuries resulting from the failure of ropes, slings, harnesses, climbing holds, anchor points, or any other equipment or part of the climbing wall;
  - vi.) Injuries resulting from the failure to follow City of Prince Albert instructions or policies, failure on the part of the climber and / or belayer to perform a safety inspection of all equipment and the climbing wall prior to usage, or failure to ask for assistance or information in situations of uncertainty.

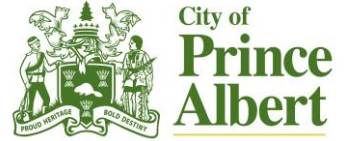
I acknowledge that the above list of risks is not inclusive of all possible risks associated with the use of the climbing wall, climbing equipment and related training facilities and I accept full responsibility for my own safety and the safety of other climbers while using the climbing wall. I further agree and acknowledge that the rules governing the use of the climbing wall are solely for the purpose of regulating this activity and it remains my sole responsibility to act and govern myself in such a manner as to be responsible for my own safety. I agree to abide by all climbing wall rules and conditions of use that are outlined in this document and attached hereto, posted at the facility or issued to me by facility staff. I assume all risks in connection with using the climbing wall (including paralysis, permanent disability and death) and waive all notice of all conditions, dangers or otherwise, in or about the climbing wall;

**Initial:** \_\_\_\_\_



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- D.) I acknowledge that the City of Prince Albert is not warranting my safety or the safety of the youth member for whom I act as guardian;
- E.) I understand that the City of Prince Albert requires all membership holders to be photographed for the purpose of verifying member identity. I agree to be photographed or to allow the youth member from whom I act as guardian to be photographed and I give my consent for the photograph to be used by the City of Prince Albert in whatever manner deemed necessary to verify member identity;
- F.) I am sufficiently informed to represent to the City of Prince Albert that I or the youth member for whom I act as legal guardian do not suffer from or experience any condition that may affect my or his/her ability to safely participate in the programs and activities carried on under the membership. I also acknowledge and agree that the City of Prince Albert reserves the right to require a medical certificate in respect to the ability of any person to participate in the programs and activities carried on under the membership;
- G.) I acknowledge that the City of Prince Albert would not permit me or the youth member for whom I act as guardian to participate unless I signed this Assumption of Risk, Release and Wavier of Claim and agreed to comply with the terms, conditions, rules and regulations as set out by the City of Prince Albert. I acknowledge that this Assumption of Risk, Release and Wavier of Claim is for the benefit of the City of Prince Albert, its employees, agents and officers;
- H.) I do hereby and forever release and hold harmless from liability the City of Prince Albert and any employees, agents, or officers thereof from any property loss or personal injury claims that I or the youth member for whom I act as guardian may have as a result of being involved in the programs and activities carried on under the membership, except claims caused by the gross negligence or wilful misconduct of the City of Prince Albert and any employees, agents, or officers thereof.

**I have carefully read and fully understand this Assumption of Risk, Release and Wavier of Claim. I understand that by signing below I am waiving certain legal rights (including, but not limited to the right to sue), which my heirs, next of kin, executors, administrators and assigns may have against the City of Prince Albert. I understand that if I am signing on behalf of a youth member under the age of eighteen (18) that I am accepting personal liability for the claims of said youth member.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ in the province of Saskatchewan

\_\_\_\_\_  
Member Name OR Parent / Legal Guardian Name (Print)

\_\_\_\_\_  
Signature

Witnessed By: \_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Signature