

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

### SECTION 1: MEMBERSHIP APPLICATION

**MEMBER INFORMATION – You may register up to 5 family members (maximum 2 adults).**

Last Name	First Name	M / F	*DOB (MM/DD/YYYY) / /
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Last Name	First Name	M / F	*DOB (MM/DD/YYYY) / /
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Last Name	First Name	M / F	*DOB (MM/DD/YYYY) / /
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Last Name	First Name	M / F	*DOB (MM/DD/YYYY) / /
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Last Name	First Name	M / F	*DOB (MM/DD/YYYY) / /
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**FAMILY CONTACT INFORMATION**

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

**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**

Membership Start Date: \_\_\_\_\_      Membership Expiry Date: \_\_\_\_\_

## SECTION 2: MEMBERSHIP CONTRACT

**Please read carefully before signing.** In this agreement the terms “I/we” “me/us” and “my/our” refer to you the adult membership holder(s) and the parent(s) or legal guardian(s) of the youth membership holder(s) under the age of eighteen (18). The term “members” refers to all membership holders as indicated on Page 1 of this document including those under the age of eighteen (18). The term “the City” refers to the City of Prince Albert.

- A.) Scope of the Agreement:** I/We hereby purchase a membership/pass for the Alfred Jenkins Field House, Frank J Dunn Swimming Pool, Kinsmen Water Park or a City of Prince Albert Recreation Pass from the City under the package plan on Page 1 of this document (the “membership”). I/We 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/we warrant and guarantee to the City that I/we have the legal authority required to bind the member to this agreement and I/we agree it is our responsibility to ensure the terms and conditions of this agreement are adhered to by the member.
- B.) Violation of the Terms and Conditions:** I/we acknowledge and agree that violation 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/we acknowledge and agree that the membership or pass is for the exclusive use of the member and allowing any other person to use the membership/pass will result in the complete and permanent termination of the membership/pass. I/we agree that no access shall be granted to any City of Prince Albert facility without checking in at the front desk.
- D.) Refunds:** Refunds will only be issued if the membership or pass 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 or recreation pass that has elapsed since the date of purchase. I/we acknowledge that cancellation of the membership/pass will result in the full loss of membership/pass rights. I/we acknowledge that the membership or pass 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.) Supervision of Underage Members - If acting as legal guardian for a member under the age of eighteen (18):** I/We acknowledge that many of the programs and activities carried on at City of Prince Albert facilities for which the membership or recreation pass provides access are completely unsupervised and I/we agree that when required by City policy, I/we (or another responsible adult) shall directly supervise the member. I/we further acknowledge and agree that I/we will be responsible for paying any applicable admission fee(s) to attend programs or activities for the purpose of supervising the member. If attending the Frank J. Dunn/Kinsmen Water Park swimming pools, all children under the age of eight MUST be accompanied by an adult in the water at all times.
- F.) Member Etiquette:** I/We acknowledge that I/we will follow all posted facility rules and regulations. I/We also acknowledge that boisterous or dangerous behaviour, offensive or abusive language or symbols, and destruction of City property are prohibited.
- G.) Equipment / Facility Damage:** I/We agree to be financially liable for any facility or equipment damage (excluding normal wear) that results from the improper usage by the member.
- H.) Facility Closures:** I/We 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/We agree that refunds will not be issued for any facility closures less than five (5) consecutive days in duration.
- I.) Schedule Changes:** I/We 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/We agree that refunds will not be issued for any schedule changes that may occur.
- J.) Lost or Stolen Articles:** I/We 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: \_\_\_\_\_ / \_\_\_\_\_

**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/pass 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)

**A.)** 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.

**B.) Consent**

1. I (and/or my child(s) have met all of the prerequisites required for participation in the Program(s).
2. I (and/or my child(s) will abide by the rules and regulations imposed on the members and/or participants in the program(s).
3. There are risks and hazards inherent in the very nature of the activities that take place at the City of Prince Albert and that as a result of these risks and hazards, I (and/or my child(s) as a participant, may suffer serious personal injury, as well as property loss. I, (and/or my child(s) nevertheless, freely and voluntarily assume the aforementioned risks and hazards and accordingly my participation in the activities or program(s) shall be entirely at my own risk.
4. I (and/or my child(s) waive any claim I (and/or my child(s) may have against the City arising from my participation in the activities and/or program(s) and agree to indemnify and hold harmless the City for any claim, including any claim for medical services arising from my (and/or my child(s) participation in the activities and/or program(s).
5. The City may secure such medical advice and services as it, in its sole discretion, may deem necessary for my (and/or my child(s) health and safety and I (and/or my child(s) shall be financially responsible for such advice and services.
- 6 I (and/or my child(s) give consent for my image to be taken in the form of videotape, filming or photography for the City or affiliate organization's public relations and communication/marketing materials including social media. I (and/or my child(s) relinquish any and all personal or proprietary rights I (and/or my child(s) may have in connection with the use of photos of myself taken for publicity purposes. I (and/or my child(s) understand that I (and/or my child(s) will receive no compensation should any photograph of myself be taken.
7. This RELEASE OF LIABILITY, WAIVER OF CLAIM, ASSUMPTION OF RISK and INDEMNITY is binding on myself, my (and/or my child(s) heirs, my executors, administrators, personal representatives and assigns.

DATED at the City of Prince Albert, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Name of Member or Parent/Legal Guardian  
(Please Print)

\_\_\_\_\_  
Signature of Member or Parent/Legal Guardian

\_\_\_\_\_  
Name of Member or Parent/Legal Guardian  
(Please Print)

\_\_\_\_\_  
Signature of Member or Parent/Legal Guardian

**FOR STAFF USE ONLY**

<b>Reviewed by (First, Last)</b>	<b>Received Date (yyyy-mm-dd)</b>
<b>Total Paid: Receipt</b> _____ <input type="checkbox"/> <b>CHEQUE</b> <input type="checkbox"/> <b>CASH</b> <input type="checkbox"/> <b>CREDIT CARD</b> <input type="checkbox"/> <b>DEBIT</b>	

Personal information collected on this form is in accordance with *The Local Authority Freedom of Information and Protection of Privacy Act (LAFOIP)* and will only be used for the purpose for which it was collected. Personal information will not be shared or used for any other purpose without your express consent pursuant to *LAFOIP* and the City of Prince Albert's policies. Please contact the Office of The City Clerk, 1084 Central Ave., Prince Albert, SK, via email [cityclerk@citypa.com](mailto:cityclerk@citypa.com) or call 306-953-4305 for questions about the access, use, and disclosure of your personal information.