



Northern Sport Centre Limited

RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

UNBC Student Agreement

Legal FIRST Name:	Legal LAST Name	Date of Birth: (MM/DD/YY)
Street Address:	City, Province, Postal Code	Primary Phone Number
Email Address		UNBC Student #
EMERGENCY Contact Full Name	EMERGENCY Contact Relationship	EMERGENCY Phone Number

NOTICE: BY SIGNING THIS AGREEMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR TO CLAIM COMPENSATION FOLLOWING AN ACCIDENT. PLEASE READ CAREFULLY!

ACTVITIES, PROGRAMS, EVENTS, AND PERSONS COVERED BY THIS RELEASE AGREEMENT

In consideration for being permitted to utilize the Northern Sport Centre (NSC) facility, activities, programs, events, service, or usage of equipment, members, participants are required to sign this consent form. Participants should take steps to thoroughly familiarize themselves with the inherent risks and conditions which are associated with participation of any activities, programs, events, service, use of the facility or equipment. This Release Agreement applies to and protects the Northern Sport Centre Limited (NSCL) and its subsidiaries, affiliated entities, their respective Board of Governors, directors, officers, employees, agents, independent contractors, subcontractors, representatives, successors and assigns, volunteers, sponsors, and officials connected with NSC activities (collectively hereafter referred as the “Releasees”).

ASSUMPTION OF RISKS

I understand and acknowledge that it is my responsibility to ensure I am not suffering from any physical or medical condition that may be aggravated by participation at the facility in any activities, programs, events, service, use of the facility or equipment. I accept and assume the inherent physical risks, other risks, dangers, and hazards associated with using the facility, including the possible risk of serious injury or death to myself or others. These risks INCLUDE BUT ARE NOT LIMITED TO:

- Injuries resulting in muscular and soft tissue injuries including bruises, scrapes, cuts, etc., from executing strenuous and physically demanding physical techniques, collisions with the wall, floor, uneven playing surfaces, contact with other participants (including spotters whose role is to enhance safety and learning) and failure in proper use of equipment either by myself or other participants.
- Injuries resulting from the mechanical failure of apparatus/equipment.
- Injuries resulting in dislocations, concussion, hematomas, whiplash, contusions, sprains, pulled or strained muscles, knee injuries, and broken bones.
- Head, neck, spinal, facial, eye, nose and/or dental injuries.
- Injuries resulting from heat cramps and heat stroke during hot summer days.

Any and all manner of injuries and/or death that may result. **RELEASE OF LIABILITY AND WAIVER OF CLAIMS**

It is expressly understood and agreed that I hereby, for myself, my heirs, next of kin, executors, administrators, assigns and representatives, waive and release any and all right and claim for any damages of any sort, or any other future claim or remedy of any sort, I may have against the Releasees arising out of any aspect of my participation in activities, programs, events, service, or usage of the facility or equipment for any and all injuries or damages arising from any cause whatsoever, including negligence of the Releasees.

I CONFIRM THAT I HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Date (mm/dd/yyyy)

UNBC Student Participant SIGNATURE

PRINT Student Participant NAME CLEARLY

*Authorization Signature of PARENT/GUARDIAN If participant is under 19,

*Enter PARENT/GUARDIAN Name _____ * PARENT/GUARDIAN Signature_____

*Parent/Guardian Phone Number _____ - _____ - _____ *Date of Signature_____ (mm/dd/yyyy)

I agree to use the facility at my own risk. I agree to familiarize and follow all the Northern Sport Centre (NSC) rules and regulations prior to using the facility. Any violation of the rules or regulations may be the cause for suspension or cancellation of membership, pass, program and/or usage at the sole discretion of the NSC.

1.0 TERMS AND CONDITIONS

- 1.1 **RULES AND REGULATIONS:** I understand that it is my responsibility to read and understand the rules and regulations of the NSC. The most up-to-date information can be found online at www.northernsportcentre.ca. Failure to follow the rules and regulations of the NSC may result in the revocation or suspension of my membership. pass, fitness program without notice or refund.
- 1.2 **CHANGES TO HOUSEHOLD:** I understand that it is my responsibility to notify the NSC of any changes to my household, as soon as possible; including but not limited to contact information, family status, banking, and parking information.
- 1.3 **Non-REFUNDABLE:** I understand that memberships, passes, fitness programs and personal training sessions are non-transferable, and non-refundable. The UNBC Intramural/Fitness/Recreation fee is a mandatory UNBC student fee that allows you access to the facility. As a mandatory student fee, it cannot be waived or cancelled.
- 1.4 **OUTSTANDING FEES:** I understand that a 2% penalty fee will be assessed on overdue amounts; any amounts owing on my account for more than 120 days may be sent to collections.
- 1.5 **PHOTO RELEASE:** As a condition of being a member, participant, guest, spectator, athlete, employee or any person within or on the grounds of the University of Northern British Columbia and NSCL, I acknowledge and accept that by signing this waiver, I hereby understand that some events are recorded and photographed and I am giving permission for my image to be used as part of promotional material including print, photography, and video production, created, published and distributed by the NSCL.
- 1.6 **EMAIL CONSENT:** As a condition of being a member, participant, guest, spectator, athlete, employee, or any person within or on the grounds of the University of Northern British Columbia, NSC Ltd., I acknowledge and accept that by signing this waiver, I hereby understand that correspondence will be sent to the email address I have provided. Correspondence includes but is not limited to the following: information regarding your account, membership, pass, general information, newsletters, as well as other administrative correspondence. Be advised that you can unsubscribe to any general newsletters at any time by clicking the 'unsubscribe' link on the bottom of the email.
- 1.7 **CLOSURES:** I understand that I will not be reimbursed for any facility closures or adjustment to facility areas or services including, but not limited to annual maintenance, spontaneous facility closures, special events, UNBC events, exams, or Convocation.
- 1.8 The NSC assumes no responsibility for lost, damaged or stolen items left in lockers, or items left in any other area of the facility.

2.0 PASS DETAILS

- 2.1 To access my pass, I am required to check in with my non-refundable FOB Key each visit; replacement FOB fee is \$10.00.
- 2.2 I am required to have my photo on file for pass verification.
- 2.3 This pass is for my sole use, allowing anyone other than me to use this pass is not permitted, and may result in this pass being revoked or suspended without notice or refund.
- 2.4 The NSC reserves the right to cancel your pass at any time without notice.

3.0 FITNESS SERVICES - REGISTERED PROGRAM, PERSONAL TRAINING AND REC NORTH

- 3.1 Program refunds may be given up to five days prior to the first class and will be subject to a \$25.00 administration fee.
- 3.2 No refunds will be given on or after the program start date, except under the following conditions:
- If a participant has a medical condition that does not allow them to safely continue participating in the program, a doctor's note must be provided upon withdrawal from the program, the participant is subject to a \$25.00 administration fee plus any classes that ran.
 - If the program is cancelled by the Northern Sport Centre Ltd., all fees and deposits will be returned less any classes that ran. Programs may be cancelled due to instructor unavailability or if the minimum number of participants is not reached.
 - If the program instructor feels that the participant cannot safely or adequately participate, they can recommend the participant refund, less any classes that ran.
- 3.3 Personal Training Sessions expire two years after purchase date. Sessions are non-refundable and non-transferable.
- 3.4 Rec North schedule is subject to schedule changes and possible cancellations; refunds do not apply.

4.0 DURATION OF HOUSEHOLD AGREEMENT

- 4.1 This agreement is valid up to two years, or if a new NSC waiver or agreement form is filled out.

Note: Under the Freedom of Information and Protection of Privacy Act (FOIPP) any information provided by the participant cannot be shared with any outside party without expressed consent.

By signing, I indicate that I have read, understand, and will adhere to the above agreement details, conditions and policies of the Northern Sport Centre.

Date (mm/dd/yyyy) UNBC Student Participant SIGNATURE PRINT Student Participant NAME CLEARLY

*Authorization Signature of PARENT/GUARDIAN If participant is under 19,

*Enter PARENT/GUARDIAN Name * PARENT/GUARDIAN Signature

*Parent/Guardian Phone Number - - *Date of Signature (mm/dd/yyyy)

☐ By initialing this box I have confirmed the above information Submit completed form to nsc-operations@unbc.ca