

RELEASE, WAIVER, CONSENT and INDEMNIFICATION FORM - Fitness Waiver Kinesiology & Health Studies

On my own behalf, I understand that there are inherent risks, dangers, hazards and liabilities to all participants participating in the Program. I understand that the Program may include physical activity in the form of a variety of sports and recreational activities. I confirm that I am physically and mentally capable of participating in the Program.

On my own behalf I hereby waive all present and future claims against the University, and its directors, Board of Governors, employees, officers, servants, instructors, representatives, insurers and agents (and their respective successors and assigns) (collectively, the "Releasees") and hereby release the Releasees from and against any and all liabilities, losses, damages, claims, actions and/or causes of action, demands, costs and expenses relating to injury, illness, death, loss, damage to person or property or loss of property, foreseen or unforeseen, howsoever caused (including as a result of negligence of any one or more of the Releasees), arising out of or in connection with the Program or my participation in the Program.

In case of emergency, I hereby give permission to licensed emergency and health care personnel to provide treatment/services they deem necessary with respect to myself. In the event of medication, medical advice, treatment and/or equipment are required; I agree to accept financial responsibility for fees in excess of provincial and or private medical insurance. I agree that the information on this form may be disclosed to such emergency and health care personnel. In the event of illness, accident, emergency, or any other circumstance requiring medical treatment, such treatment may be procured for the Participant without legal or financial obligation to the University.

I understand that it is my responsibility to advise the University of any Medical Information that University staff should be aware of. I understand and agree that the University will disclose this medical information as required to appropriate staff.

I understand that the University collects and creates information about individuals (personal information) under the authority of The University of Regina Act, and in accordance with The Local Authority Freedom of Information and Protection of Privacy Act (Saskatchewan) and the Personal Information Protection and Electronic Documents Act (Canada), for purposes of the administration of the University and its programs and services. Some of this information may be reported as required by federal or provincial authority. I consent to the collection, use and disclosure of my personal information as described above.

Refund & Extension Policy: No refunds will be provided for any membership except in the following circumstances:

All memberships may be cancelled, without any reason, up to 7 days after the purchase of the membership. There will be no refunds provided after the 7 days unless for medical reasons and/or relocation out of the city. All refunds will be prorated based on the date of commencement to the date of cancellation. For **medical withdrawals and extensions**, a supporting doctor's note must be received by the Recreation & Athletic Services Office within 10 days of notification of the cancellation. Membership cancellations will be prorated based on the date the notification was received by the RAS Office. If the medical note is not received within 10 days of cancellation, the withdrawal becomes null and void. A \$20.00 cancellation fee will be assessed for all refunds (no exceptions). Refunds **may not** be done after the membership has expired.

DPSC & FLC Clients: DPSC & FLC clients may extend a 12 month membership for extended travel for a period of one to three months. The extension may only be done once within the membership 12 month term.

I have read, understood and agree to the terms of this agreement. I hereby execute this release, waiver and indemnification on my own behalf, and on behalf of our respective heirs, successors, representatives and assigns. If I have scheduled monthly credit card/EFT payments, I agree to the terms of the payments as printed on the receipt.

Name: _____

Signature: _____ Date: _____

Fitness & Lifestyle Centre Terms and Conditions

1. ALL patrons must scan their active client card or student photo identification card at the designated scanning station. **NO CARD - NO ACCESS.** All lost/damaged client cards will be subject to a \$10.00 replacement fee. The person whose name appears on this card is responsible for all uses of it. Cards & memberships are not transferable.
2. Please note the following track closures (from October 1st to March 31st, inclusive), for Athletic practice. These dates are subject to change. The full track and west end will be closed: Mon/Tues/Wed/Thurs – 6:30-8:30 p.m.; Sat - 9:30-11:30 a.m. Track lanes 3 & 4 will be closed: Mon/Wed - 6:00-6:30 p.m. The track will also be closed during all University of Regina Intravarsity Events.
3. Patrons must be 14 years of age or older. (Proof of age and guardian's signature is required for patrons under 16 years of age)
4. Food, beverages, knapsacks, gym bags and outdoor clothing will not be permitted in the training area.
5. No cell phone/electronic photo capable devices in change rooms. All photo capable electronics must remain in bag/locker while inside the change room.
6. Proper gym attire is mandatory. No bare midribs, ribs or backs. Cut offs or ripped garments will not be permitted. Clean athletic shoes must be worn at all times. No sandals allowed.
7. For the safety and comfort of all users, please refrain from using scented products in the FLC.
8. There will be a maximum time limit on all cardio machines. Equipment reservations will be accepted in person only at the time of workout on a first come, first served basis. Consecutive bookings on the same type of cardio machine will not be permitted. Patrons will be allowed a five-minute grace period to begin working out or risk forfeiture of their scheduled time.
9. All equipment must be cleaned after use. Cleaning products are provided.
10. Any person causing malicious damage to the facility or equipment in the facility will be held financially responsible for the repair or replacement of such damage. Failure to pay for said damages may result in the termination of the membership until payment has been received. The University of Regina reserves the right to discontinue memberships. A prorated refund will be issued.
11. Members must adhere to all rules and regulations of the FLC. Failure to do so may result in removal from the premises and/or discontinuation of membership without refund.
12. The University of Regina supports fairness and respect in dealings with all students, staff, faculty, and visitors. Verbal abuse will not be tolerated. Services may be denied if inappropriate behaviour is displayed. This may also result in the memberships being revoked, and/or further disciplinary actions taken.
13. Prices are subject to change without notice.
14. Parking Regulations: Parking is available in Lot 10, Monday to Friday, after 5:00 p.m. and daily on the weekends in the designated Community Parking area (limited availability). Note: Parking meters are enforced each weekday from 8 a.m. to 10 p.m. Please read the meters for further details.
15. The Fitness & Lifestyle Centre will be closed on all statutory holidays as well as any University of Regina closures (maintenance, etc). This includes the days between December 25 and January 1. For further information regarding closure/holiday dates, call (306) 585-4371 or email ras@uregina.ca. Memberships **will not** be extended or credited for these closures. The University of Regina closures have been considered in the cost of the memberships.
16. Memberships of the same type and term may be renewed by visiting www.uregina.ca/recservices and clicking on the "Register Now" button.