

## **POLICIES & WAIVERS**

### **Booking Policies:**

Members may book up to 8 days in advance at their own club.

Multi Club members may book up to 8 days in advance at their own club and up to 7 days in advance at the other clubs.

Junior Members may only book up to 3 days in advance during Prime Time and Super Prime Time at Marilyn Redvers Tennis Centre, excluding 4 – 7 pm on Saturdays and Sundays, during which time 8 days in advance booking is available.

Non members may book up to 1 day in advance.

The maximum duration permitted for Doubles at any time is 2 hours.

The maximum duration permitted for Singles during Regular Time is 2 hours.

The maximum duration permitted for Singles during Prime Time and Super Prime Time is 1 hour.

48 hours cancellation notice is required for Court Bookings and Round Robins. Failure to comply will result in the following:

- Indoor Season: a cancellation fee equal to the Court Fee or Round Robin Fee.
- Outdoor Season: cancellation of booking permissions after the third infraction.

For court bookings, the person who booked the court will be charged the full fee.

Ball hoppers can only be used by coaches hired by the club and parents with their children. Only club contracted coaches are permitted to provide lessons for any club clients, including members and non members.

### **Guest Policy:**

- Every member will automatically receive a package with 4 guest passes.
- Each guest pass will be valid for one guest per one visit.
- Guest will be responsible to pay applicable guest fees.
- The package will be valid for the duration of your current membership. Unused guest passes will not be carried over to future memberships.

### **Outstanding Balances:**

If you, or a family member who is registered as part of your family membership, have a past due amount owed to Marilyn Redvers Tennis Centre, the club may debit your Credit Card on Account for said amounts.

### **Cancellation Policy for Memberships:**

A 100% refund will be offered if you are not satisfied within the first 7 days of your membership. No refunds will be offered after 7 days of your membership registration.

Effective August 11, 2021, refunds and credits will not be provided for Club closures due to COVID-19.

### **Cancellation Policy for Club Lessons and Camps:**

7 days or more before program: If written notification is received 7 business days, or more, prior to the program start date, a refund will be issued, less a \$50.00 fee.

Less than 7 days: If written notification is received less than 7 business days prior to the program start date, no refund or credit will be issued.

Program has ended: If written notification is received after the program has ended, no refund or credit will be issued.

Program is cancelled: If a registrant can not be accommodated due to insufficient enrolment or we cancel your program for other reasons, there will be a full refund. Transfers will be made wherever possible.

Participant is removed from the program by the Club staff: If a participant is withdrawn by our staff due to program incompatibility, there will be a pro-rated refund for the balance of the classes, less a \$50.00 fee.

There are no refunds or credits for missed classes.

**Information Policy:**

If you participate in a league, your email address may be shared with other participants in that league.

**Rules of Conduct:**

Members and guests are to display proper tennis etiquette at all times, including during court change over times.

All members and guests are to use the walkway behind the courts to enter their court.

Unsportsmanlike behaviour will not be permitted. Any person will be asked to leave the premises if he or she is causing a disturbance to other users.

All players have the right to participate in activities in an environment that is free from discrimination and/or harassment. Language or activities that defeat this objective will not be tolerated.

Members and guests are prohibited from taking photos or videos during program & service delivery to ensure safety for all patrons. This effort is to preserve people's right to privacy and is in accordance with the Municipal Freedom of Information and Protection of Privacy Act.

Members and guests are to use the provided waste and recycling bins located between courts.

For Round Robins and Leagues, refer to the following policy:

- Late Cancellation (morning of the Round Robin) - 3 Infractions: the player will not be permitted to play for the following 6 weeks.
- Not showing up - 3 Infractions: the player will not be permitted to play for the following 6 weeks.
- Showing up later than 5 minutes - 3 Infractions: the player will not be permitted to play for the following 3 weeks.

**Rain Policy: Spring Lessons at Outdoor Locations**

All classes that are rained out will be made up at the end of the session. A class is officially deemed a rainout if less than 30 minutes are played.

## RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

1. This is a binding legal agreement. Clarify any questions or concerns before signing. As a Participant in the sport of tennis and the orientation, instruction, activities, programs, and services of the Organization (collectively the "Activities"), the undersigned acknowledges and agrees to the terms outlined in this document.

### Disclaimer

2. Blackmore Tennis Club, Kingston Racquet Centre, Marilyn Redvers Tennis Centre, Barrie North Winter Tennis, Milton Winter Tennis Club, Newmarket Winter Tennis Club and Stratford Winter Tennis Club, Tennis Clubs of Canada, its directors, officers, committee members, members, employees, coaches, volunteers, officials, participants, agents, sponsors, owners/operators of the facilities in which the Activities take place, and representatives (collectively the "the Organization") are not responsible for any injury, personal injury, damage, property damage, expense, loss of income or loss of any kind suffered by the Participant during, or as a result of, the Activities, caused in any manner whatsoever including, but not limited to, the negligence of the Organization.

### Description and Acknowledgement of Risks

3. I, on behalf of myself and my family members, understand and acknowledge that
  - a) The Activities have foreseeable and unforeseeable inherent risks, hazards and dangers that no amount of care, caution or expertise can eliminate, including without limitation, the potential for serious bodily injury, permanent disability, paralysis and loss of life;
  - b) The Organization may offer or promote online programming (such as webinars, remote conferences, workshops, and online training) which have different foreseeable and unforeseeable risks than in-person programming;
  - c) The Organization has a difficult task to ensure safety and it is not infallible. The Organization may be unaware of my fitness or abilities, may misjudge weather or environmental conditions, may give incomplete warnings or instructions, and the equipment being used might malfunction; and
  - d) The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization and COVID-19 is extremely contagious. The Organization has put in place preventative measures to reduce the spread of COVID-19; however, the Organization cannot guarantee that the Participant will not become infected with COVID-19. Further, attending the Activities could increase your risk of contracting COVID-19.
4. I, on behalf of myself and my family members, am participating voluntarily in the Activities. In consideration of my participation, I, on behalf of myself and my family members, hereby acknowledge that I, on behalf of myself and my family members, am aware of the risks, dangers and hazards associated with or related to the Activities. The risks, dangers and hazards include, but are not limited to:
  - a) Contracting COVID-19 or any other contagious disease;
  - b) Executing strenuous and demanding physical techniques;
  - c) Vigorous physical exertion, strenuous cardiovascular workouts and rapid movements;
  - d) Exerting and stretching various muscle groups;
  - e) The failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
  - f) Spinal cord injuries which may render me permanently paralyzed;
  - g) Serious injury to virtually all bones, joints, ligaments, muscles, tendons and other aspects of my body or to my general health and well-being;
  - h) Abrasions, sprains, strains, fractures, or dislocations;
  - i) Privacy breaches, hacking, technology malfunction or damage;
  - j) Concussion or other head injuries, including but not limited to, closed head injury or blunt head trauma;
  - k) Physical contact with other participants, spectators, equipment, and hazards;
  - l) Grass, turf, and other surfaces including bacterial infections and rashes;
  - m) Collisions with fences, poles, stands, and equipment;
  - n) Not wearing appropriate safety or protective equipment;
  - o) Failure to act safely or within my own ability or within designated areas;
  - p) Negligence of other persons, including other spectators, participants, or employees;
  - q) Weather conditions;
  - r) Travel to and from competitive events and associated non-competitive events which are an integral part of the

Activities; and

- s) Negligence on the part of The Organization, including failure on the part of The Organization to take reasonable steps to safeguard or protect me from the risks, dangers and hazards associated with my participation in the Activities.

### **Terms**

- 5. In consideration of the Organization allowing me to participate in the Activities, I, on behalf of myself and my family members, agree:
  - a) That my mental and physical condition is appropriate to participate in the Activities and I assume all risks related to my mental or physical condition;
  - b) That when I practice or train in my own space, I am responsible for my surroundings and the location and equipment that I select;
  - c) To comply with the rules and regulations for participation in the Activities;
  - d) To comply with the rules of the facility or equipment;
  - e) That if I observe an unusual significant hazard or risk, I will remove myself from participation and bring such to the attention of The Organization representative immediately;
  - f) The risks associated with the Activities are increased when I am impaired and I agree not to participate if impaired in any way;
  - g) That it is my sole responsibility to assess whether any Activities are too difficult for me. By commencing an Activity, I acknowledge and accept the suitability and conditions of the Activity;
  - h) That I am responsible for my choice of protective equipment and the secure fitting of that equipment; and
  - i) That COVID-19 is contagious in nature and I may be exposed to or infected by COVID-19 and such exposure may result in personal injury, illness, permanent disability or death and voluntarily agree to assume all the foregoing risks.

### **Release of Liability and Disclaimer**

- 6. In consideration of the Organization allowing me to participate, I, on behalf of myself and my family members, agree:
  - a) That the sole responsibility for my safety remains with me;
  - b) To ASSUME all risks arising out of, associated with or related to my participation;
  - c) That I am not relying on any oral or written statements made by the Organization or its agents, whether in a brochure or advertisement or in individual conversations, to agree to be involved in the Activities;
  - d) To WAIVE any and all claims that I may have now or in the future against the Organization;
  - e) To freely ACCEPT AND FULLY ASSUME all such risks and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from my participation in the activities, events and programs of The Organization;
  - f) To FOREVER RELEASE AND INDEMNIFY the Organization from any and all liability for any and all claims, demands, actions, damages (including direct, indirect, special and/or consequential), losses, actions, judgments, and costs (including legal fees) (collectively, the "Claims") which I have or may have in the future, that might arise out of, result from, or relate to my participation in the Activities, even though such Claims may have been caused by any manner whatsoever, including but not limited to, the negligence, gross negligence, negligent rescue, omissions, carelessness, breach of contract and/or breach of any statutory duty of care of the Organization;
  - g) To FOREVER RELEASE AND INDEMNIFY the Organization relating to becoming exposed to or infected by COVID-19 which may result from the actions, omission or negligence of myself and others, including but not limited to The Organization;
  - h) That the Organization is not responsible or liable for any damage to my vehicle, property, or equipment that may occur as a result of the Activities;
  - i) That negligence includes failure on the part of the Organization to take reasonable steps to safeguard or protect me from the risks, dangers and hazards associated with the Activities; and
  - j) This release, waiver and indemnity is intended to be as broad and inclusive as is permitted by law of the Province of Ontario and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

### **Jurisdiction**

7. I, on behalf of myself and my family members, agree that in the event that I file a lawsuit against the Organization, I agree to do so solely in the province of Ontario, Canada and further agree that the substantive law of Ontario will apply without regard to conflict of law rules. I, on behalf of myself and my family members, further agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

**Acknowledgement**

8. I, on behalf of myself and my family members, acknowledge that I have read and understand this agreement, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal representatives. I, on behalf of myself and my family members, further acknowledge by signing this agreement I have waived my right to maintain a lawsuit against The Organization on the basis of any claims from which I have released herein.

**This Release of Liability Waiver is applicable to all future registrations and renewals.**

**BY ELECTRONICALLY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, ON BEHALF OF YOURSELF AND YOUR FAMILY, INCLUDING YOUR/THEIR RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT. PLEASE READ CAREFULLY.**