



# Release of Liability, Waiver and Assumption of All Risks or Parental Consent for a Minor

## **PLEASE CONSIDER CAREFULLY**

By indicating your acceptance by signing this document you are agreeing to this Release of Liability, Waiver and Assumption of All Risks agreement.

I wish to visit and or participate in the recreational activities of the Regional District of Central Kootenay and acknowledge that in order to do so, I must agree to be bound by this Release of Liability, Waiver and Assumption of Risk. I understand and acknowledge the risks and hazards of the recreational activities and accept full responsibility and agree to participate in the recreational activities at my own risk.

Or

I consent to my child's participation in the Program. I am aware that there are risks associated with participation in the Program, including the risk of injury, and I consent to my child's participation in spite of such risks. In the event that my child requires medical attention, I consent to my child being transported to the nearest emergency centre, including by ambulance if necessary.

I hereby waive any and all claims that I may now and in the future have against, and release from all liability and agree not to sue the Regional District of Central Kootenay and their respective agents, officers, employees, volunteers or representatives (the "Released Parties") for any loss, damage, personal or bodily injury, death sustained or suffered by me as a result of my participation in the recreational activities due to any cause whatsoever, including without limitation, negligence, fault or breach of statutory duty, including duties arising from Occupiers Liability Act.

In no event will the Regional District of Central Kootenay be liable for any loss, damage, personal or bodily injury or death nor for any loss of or damage (including indirect or consequential damages) that I suffer whether attributable to or arising out of my participation in the recreational activities or by reason of any matter or thing done or permitted.

## **Active Pass Terms**

### **Please consider this carefully;**

Recreation Active Pass:

Activities include access to Public Swim, Lane Swim, Hot Tubs, Steam Room, Fitness Centre, Drop-in Group and Water Fitness Classes and Arenas for Public Skate and Shiny Hockey.

**For more information**

[info@rdck.bc.ca](mailto:info@rdck.bc.ca) | 250.352.6665 | 1.800.268.7325 (BC) | or visit [rdck.ca/recreation](http://rdck.ca/recreation)

## Facility Access / Schedules / Closures\*\*

1. Use of Regional District of Central Kootenay facilities is subject to availability. Facility areas may be unavailable due to maintenance shutdowns (planned and emergency), private rentals, special events, bookings, programs, area maximums, or changes in facility schedules. These changes may occur with little or no notice. No refunds, credits or extensions will be given as result of these situations.
2. Pass prices do not include access to registered programs.
3. Customers must abide by all Facility rules/guidelines and the RDCK Code of Conduct.

*\*\*Each Community Complex has a planned maintenance period every year which extends for varying periods of time depending on work to be done. Reduced schedules and activities may occur in some areas while others are closed completely. Aquatic & Fitness Centre facilities may be closed for maintenance from year to year to update critical infrastructure. Customers can use their passes at another facility while sites are closed. These shutdowns are built into the price of the pass and no refund or extensions will be given. Check with staff on upcoming shutdown details to minimize the impact on your enjoyment of the facility.*

## General

1. Passes may not be transferred to another person.
2. Lost or stolen passes should be reported to the facility. Pass replacement fee is \$10.00.
3. A photo of the participant is required to be included on the account for validation purposes.
4. Passes can be digitally displayed on customer's electronic devices.
5. If no pass is shown, a \$4 forgotten card fee will be charged to adults and a \$2 forgotten card fee will be charged to youth.
6. The Regional District of Central Kootenay reserves the right to revoke any passes and/or privileges associated with the pass in the event of non-compliance with RDCK facility rules and regulations, inappropriate/abusive behaviour, or missed payments (if applicable). An email notification will be sent to confirm this change.
7. It is the responsibility of the participant to notify RDCK Recreation staff of any changes to their personal data.
8. A valid email address is required. An initial welcome notification will be sent via email to all customers which will include our terms of use, monthly payment plan (if applicable), and services provided throughout the RDCK.
9. The 50% discount for a person who qualifies for a Leisure Access Pass will be taken off of the first person price of the pass.
10. There will be no charge for pass-holders wanting to trade in their old Picture ID pass for a new pass to facilitate the convenience of the new pass with key chain pass.

**The RDCK reserves the right to modify or incorporate new terms of use. Such additional terms or modifications will be effective immediately and posted on [rdck.ca/Recreation](http://rdck.ca/Recreation).**

**Term Recreation Pass / Pass Plus**

1. 1-month, 3-month and 6-month passes must be paid in full at time of purchase.
2. Cancellations of term passes will receive a prorated refund less \$10 administration fee, based on number of days/months remaining.