



RDCK Account Agreement

Release of Liability, Waiver and Assumption of All Risks

PLEASE READ 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.

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 ("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 (Applicable if a 1, 3, or 6 month membership is purchased)

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 Shinny Hockey.

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, 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.

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 behavior, 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. 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.

RDCK Code of Conduct

The Regional District of Central Kootenay's community complexes are busy, client focused, multi activity, inclusive, and welcoming. To ensure the highest level of enjoyment for participants and visitors, the RDCK requests that all of our clients, from spectators to active users conduct themselves in a manner that creates a friendly and positive environment for recreational, sport and social activities in our facilities.

Participation in all activities is a privilege and I will:

- Act with courtesy and integrity while respecting the rights, welfare and dignity of others
- Act in a safe and responsible manner
- Treat all other participants or visitors, staff and facilities with respect.

If I engage in inappropriate behaviour, I may have my privileges revoked without a refund of my membership.