

## Scope and Application

1. This Facility User Agreement (the “Agreement”) sets out a number of important provisions which impose obligations and affect the rights of an individual (a “Facility User”) attending the Garrison Curling Club (the “GCC” or the “Club”) and entering onto the property owned or operated by the GCC, which includes, but is not limited to, parking lots, sidewalks and the building located at 2288 - 47th Avenue SW, Calgary (individually or collectively, the “Facilities”).
2. This Agreement applies to all Facility Users participating in programs, classes, events and other activities, including but not limited to, games, tournaments, practices, shows, meets, training, instructional sessions, meetings or other activities (individually the “Activity” or collectively the “Activities”) organized, sponsored or programmed by the GCC or third parties renting any or all of the Facilities.

## Assumption of Risk

3. By participating in the Activity, the Facility User acknowledges that there are foreseeable and unforeseeable risks, hazards and dangers that no amount of care, caution or expertise can eliminate. These have the potential for serious bodily injury, permanent disability, paralysis, illness or loss of life and include, but are not limited to:
  - a. Health. Executing strenuous and demanding physical techniques, physical exertion, overexertion, stretching, dehydration, fatigue, cardiovascular workouts, rapid movements and stops, lack of fitness or conditioning, traumatic injury, bacterial infections, rashes, and the transmission of communicable diseases, including COVID-19 and viruses of all kinds.
  - b. Premises. Defective, dangerous or unsafe conditions of the facilities, including, but not limited to, tripping or falling on steps, stairs, carpets or other surfaces as a result of dangerous, unsafe, or irregular conditions on such surfaces; using the elevating device; collisions with objects, walls, equipment or persons; extreme weather conditions; travel to and from the Facility.
  - c. Use of Equipment. Failure of equipment, lockers, tables, nets, chairs, curling brooms, curling stabilizers, curling sticks, pickleball paddles, pickleball nets, arena nets and similar items (the “Equipment”); negligent design or manufacture of the Equipment; the provision of or the failure by the GCC to provide any warnings, directions, instructions

or guidance as to the use of the Equipment; failure to use or operate the Equipment within the Facility User's ability.

- d. Contact/collision. Contact with Equipment, vehicles, or other persons, which may, among other things, lead to serious bodily injury, including but not limited to concussions and/or other brain injury, or serious spinal injury.
  - e. Advice. Negligent advice regarding the Activities.
  - f. Ability. Failing to act safely or within the Facility User's ability or within designated areas.
  - g. Sport. Activities carry inherent risks, including but not limited to, running, sliding or slipping on surfaces; and coming into contact with Equipment or other material used in the Activities.
  - h. Cyber. Privacy breaches, hacking, technology malfunction or damage.
  - i. Conduct. The conduct of the Facility User and of other persons, including any physical altercation between them.
2. In consideration of the Facility User engaging in the Activities and the GCC allowing the Facility User to use the Facilities, the Facility User agrees:
- a. That their mental and physical condition is appropriate to participate in the Activities and they assume all risks related to their mental and physical condition.
  - b. To comply with the rules and regulations for participation in the Activities.
  - c. To comply with applicable public health restrictions as may exist from time-to-time.
  - d. That if they observe an unusual significant hazard or risk, they will remove themselves from participation and bring their observations to a representative of the GCC immediately.
  - e. That the risks associated with the Activities are increased when they are impaired; and they will not participate if impaired in any way.
  - f. That they are responsible for the choice of Equipment and any other equipment used by them at the GCC, whether provided by the GCC or otherwise.

- g. That they are not relying on any oral or written statements made by third parties, the GCC or their agents, whether in brochure or advertisement or in individual conversations, to agree to participate in the Activities.

## **GCC Limit of Liability, Waiver, Indemnity and Responsibility for Loss/Damages**

3. The GCC and the GCC's directors, officers, committee members, members, employees, instructors, volunteers, officials, participants, agents, sponsors, operators, contractors, suppliers, vendors, representatives or any applicable sport governing bodies (individually or collectively, the "GCC Representatives") are not responsible for any injury, property damage, expense, loss of income, damage, or loss of any kind suffered by the Facility User as a result of the use of the Facilities (individually or collectively, the "Loss").
4. The Facility User waives all claims against the GCC and the GCC Representatives in respect of any Loss.
5. The Facility User agrees to indemnify and hold harmless the GCC and the GCC Representatives in respect of all claims made against them by third parties arising directly or indirectly from the acts or omissions of the Facility User as a result of using the Facilities.
6. The Facility User is responsible for any damage done by them to the Facilities or personal property owned by the GCC. All such damages, including repair, replacement and labour costs, will be assessed by the GCC in its absolute discretion and invoiced to the Facility User, who is obligated to pay them forthwith. Any unpaid amounts will accrue interest at the rate of two (2) percent per month.

## **Use of Name and Image; Use of Personal Information; Permission to Send Communication**

7. Provided the Facility User is not less than 18 years of age, the Facility User agrees that their image may be used by the GCC for promotional purposes including, but not limited to, websites, newsletters, promotional material or similar documents/media.
8. The Facility User agrees that the GCC may provide the Facility User's personal information to any sport governing body where the provision of such information is a condition for the GCC and/or the Facility User to remain a member in good standing of such bodies. Such

information includes, but is not limited to: first and last name; year of birth; gender; city of residence and postal code.

9. The Facility User agrees that the GCC may send them information regarding their respective programs and events, whether electronically or by mail.

## **General Provisions**

10. This document is intended to be as broad and inclusive as is permitted by law of the Province of Alberta and, if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.
11. In the event the Facility User files a lawsuit against the GCC or the GCC Representatives, they agree to do so solely in the Province of Alberta and they further agree that the laws of the Province of Alberta will apply without regard to conflict of law rules.
12. By entering the Facilities, the Facility User acknowledges that they have read this document and understand it, that they agree to it, and that this Agreement is to be binding upon themselves; and their heirs, spouses, parents, guardians, next of kin, executors, administrators and legal or personal representatives ("Successors and Assigns").
13. If the Facility User is a minor (under the age of 18), their parent or legal guardian (a "Responsible Person") acknowledges the foregoing and agrees that: (a) the Facility User is being given permission to participate in the Activity; (b) all necessary changes are hereby made to this Agreement so as to give effect to the fact that the Facility User is a minor; and (c) this Agreement is binding on the Responsible Person, the Successors and Assigns.

For further information, please contact the Garrison Curling Club:

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