

About this Agreement: This is a plain language agreement (the "Agreement"). The pass holder is referred to as "you" or "the Guest" and The City of Iqaluit, is referred to as "us", "we", or "the City". This Agreement is legally binding. This document contains the entire agreement between you and the City.

1. **The City's Responsibilities:** By signing this Agreement, we accept you as a Guest of the Iqaluit Aquatic Centre. You will have the right to use the equipment and services located in our facility associated with the level of pass that you have purchased, during our posted hours of operation. Any additional programs or services are at the expense of the Guest.
2. **Guest Responsibilities:** By signing this Agreement, you agree: a) to pay the City the sums and charges in this Agreement, (the "Fees") when due, irrespective of the amount of use you make to the facilities, b) to follow all of the terms and conditions which are set out in this Agreement, c) to follow facility rules and regulations ("Rules") which may be posted at the facility from time to time, and d) to immediately notify us of changes to your personal contact information.
3. **Release:** You, the Guest, acknowledge that there are risks associated with participating in recreation activities and in exercising. Your participation is completely voluntary and by using our facility and/or participating in our programs, you acknowledge that you are assuming all risks of injury to yourself or others including any illness or medical condition. Please raise any concerns about starting an exercise or fitness program with your physician before using our facilities. You hereby forever waive, release, and discharge the City and its officers, agents, employees, representatives, executors, heirs and all others acting on their behalf from any and all claims or liabilities for injuries or damages to the Pass holder's person and or/property, including those caused by the negligent act or omission of any mentioned or others acting on their behalf, arising out of or connected with the participation in any activities, programs or services of the City or the use of any equipment, provided by and/or recommended by a City staff or volunteer. The City is not responsible for any damage to, loss or theft of personal property.
4. **Pass Term:** This contract shall be in effect for the duration of the term noted on page 1 of this agreement.
5. **Cancellation:** Verbal notification and/or non-attendance will NOT constitute cancellation of a pass or program enrolment. Annual Pass holders may rescind this Agreement within five (5) calendar days of the date of this Agreement only upon written notice in person to the IAC or via email. Monthly pass holders rescind this agreement within five (5) calendar days of the date of this Agreement, provided they produce a valid medical certificate along with their cancellation request. Refunds are subject to a

\$25.00 processing fee. For more information on the City's refund policy, please see Guest Services at the IAC or find it online at www.city.igaluit.nu.ca

6. Annual pass holders are eligible for a once-annual freeze of up to six (6) months in duration. A minimum of 14 days' notice prior to the requested hold start date is required in writing . Requests may be made at the Guest Services Desk at the IAC.
7. Change in Fees: We reserve the right to adjust fees and eliminate discounts should eligibility change.
8. Facility/Program Rules and Regulations: Our rules are for your benefit and protection and must be followed by all Pass holders. We reserve the right to cancel or suspend your pass/facility access, without refund, if you: a) fail to follow the rules, b) cause a nuisance or disturbance, c) commit any illegal or immoral acts, or d) if we feel that your actions may endanger yourself or others. We do not allow any unsanctioned business activity or solicitation at our facility. Appropriate attire must be worn for the activity you wish to participate in at our facility. Bathing suits or clean, lycra-type clothing may be worn in the pool; guests reliant on diapers must use swim diapers. Indoor-only athletic footwear must be worn in the fitness centre; appropriate clothing must be worn while working out. Revealing clothing (e.g. bandeau tops, sports bras, men's and women's scoop neck muscle shirts etc) denim cut-offs, shorts or pants with embellishments (e.g. sequins, rivets etc) are prohibited.
9. Maintenance: The pass holder acknowledges that annual maintenance on the pool is required. Refunds and/or extensions shall not be granted for the shut-down period of approximately two weeks each year.
10. Passes: Passes remain the property of the City of Iqaluit. Should a pass holder lose their card, a replacement can be obtained at the Guest Services Desk for a cost of \$20.00. Cards are required for entrance into the facility.
11. Assignment by Guest: This Agreement is personal to you. Passes are non-transferable and may not be assigned to another individual.
12. Severability of Provisions: The provisions of this Agreement are severable. This means that if a Court decides that any provision is illegal or unenforceable, the rest of the Agreement is still enforceable. If we choose not to apply or enforce a particular provision at any time, we still have the right to enforce or apply provisions in the future.

13. Consent to Emergency Care and Transportation: You hereby give the City and its employees the authority to act on your behalf in case of any emergency. If, due to such circumstances as injury or sudden illness, medical treatment is necessary, you authorize the City to take whatever emergency measures are deemed necessary by the City for the protection of the Pass holder while in the care of the City. You understand that this may involve calling a physician, interpreting and carrying out his or her instructions, and transporting the Pass holder to a hospital, including the possible use of an ambulance. This could also include emergency transportation required because of fire or other environmental emergencies. You understand that this may be done prior to contacting you, and that any expense incurred for such treatment, including ambulance fees, is your responsibility.

14. Customer Privacy and Email Consent: The City takes customer privacy seriously. We will not sell, distribute, barter or transfer any personally identifiable information obtained about our Pass holders to parties outside of the City. No photography or video is permitted to be taken inside the facility without the express written consent of the City. By providing your email address, you consent to receiving from the City communication regarding our programs and services. You may withdraw your consent at any time by contacting Guest Services at the IAC.