



## MCKENZIE TOWNE COUNCIL AND MCKENZIE TOWNE HALL WAIVER

**WARNING:** By enrolling and signing up for an MTC class, you acknowledge that you give up legal rights, including your right to sue and you adhere to all rules, terms, conditions and policies that MTC has. Parents are encouraged to remain within the Towne Hall if your child is under 7 years of age while attending a class or program.

**\*\*Please read the following document carefully before accepting and seek appropriate assistance if you do not understand it. \*\***

IN CONSIDERATION of the McKenzie Towne Council (MTC) permitting the undersigned or the Participant to participate in the Class, the undersigned, for myself or the Participant, as the case may be, and for my or the Participant's personal representatives, heirs and next of kin, acknowledges and agrees with the MTC that: 1. MTC will be offering the following classes to the residents of McKenzie Towne first; followed by guests of McKenzie Towne residents and then to the surrounding communities. Only residents in good standing (yearly fees paid in full) will be able to register. McKenzie Towne residents require photo ID issued by MTC at no charge (replacement cards are \$10). 2. I acknowledge that I am aware of the dangers, risks and hazards associated with my participation in, spectating or mere attendance at the Class. I acknowledge and agree that I am not required by the MTC or anyone else to participate in, spectate at or attend the Class and that I am freely and voluntarily assuming any and all dangers, risks and hazards arising therefrom. I acknowledge that I am aware that it is a condition of my participation in the Class that I participate entirely at my own risk. 3. The MTC and its members, employees, agents, trustees, directors and officers and their helpers and assistants and each of them and their respective insurers, heirs, successors, assignees, administrators and executors (the Releasees) are not responsible for any loss, costs, damage, personal injury, ambulance services, death or property damage, however caused, arising from my participation in, spectating and/or mere attendance at the Class, including without limitation negligence on the part of the Releasees, breach of contract, occupier's liability or any other tort or cause of action at common law, in equity or by statute. 4. I hereby remise, release, discharge, waive, indemnify and save harmless the Releasees and each of them from any and all liability, costs (including without limitation legal costs on a solicitor and his own client basis), claims, damages, demands, actions and causes of actions at law, by statute and/or in equity arising as a result of any loss, damage, personal injury, death or property damage that I may suffer, directly or indirectly, as a result of my participation in, spectating and/or mere attendance at the Class. 5. I understand that by signing this document, I will be forever precluded from suing or otherwise claiming against the Releasees or any of them for any loss, damage, personal injury, death or property damage that I may sustain through my participation in, spectating at and/or merely attending the Class. 6. For the purposes of the herein provisions, the MTC is or shall be deemed to be acting as agent or trustee on behalf of or for the benefit of each of the Releasees. The foregoing provisions are intended to be as broad and inclusive as is permitted by the laws of the Province of Alberta, and if any portion thereof is held invalid, the balance shall continue in full legal force and effect.

**CLASS REGISTRATION CANCELLATION POLICY** MTC reserves the right to cancel any class with insufficient registration. All classes are subject to being cancelled due to lack of registration. In the event that a class must be cancelled, you may transfer to another class (see below), receive full credit on your account, or we will issue a full refund within 2-4 weeks.

**CLASS DETAIL DISCREPANCIES** In the case of a discrepancy between printed and online material, we will honor the course details listed online in the registration process.

**TRANSFERS** may be accommodated if space is available. If a transfer results in an increase in class fees, those fees must be paid at time of transfer.

**REFUND POLICY** All refund requests must be submitted in writing (e-mail) to McKenzie Towne Council at [rec@mtcouncil.com](mailto:rec@mtcouncil.com). Full refunds will be issued to those who have medical reasons and provided a doctor's note. Refunds will also be issued in full, up to 14 days before the start date of class. Refunds requested 13 days before the start date of class and up to the second scheduled class, will be subject to a \$20.00 administration fee if the requested refund is in the form of a cheque or MTC account credit. There will not be a \$20.00 administration fee applied if the participant requests a class transfer. Refunds will not be given for rescheduled (makeup) classes.

**PRIVACY POLICY** Please be advised that MTC complies with the Privacy Legislation and its policies. To view this contract please visit [www.mckenziestowne-connect.com](http://www.mckenziestowne-connect.com).