

Swimming Pass Terms & Conditions:

- (1) The City of Swift Current reserves the right to refuse the pass-holder access.
- (2) This pass is personal to the member and is non-assignable, non-transferable and non-refundable.
- (3) Payment for all passes are due at time of purchase.
- (4) Refunds will only be issued with a medical note.
- (5) In the event an individual moves from the community and a pass transfer is not available, a pro-rated refund may be issued at the discretion of the Aquatic Superintendent.
- (6) No refund will be made to an individual if the payment came through another funding agency such as Kidsport, Jumpstart or Recreation Access Grant.
- (7) A pass may be extended for the following reasons:
 - a. A medical note is provided with dates outlining when they were unable to use the facility.
 - b. A member is on holidays outside of the city for a consecutive period of 14 days or more.
 - c. A pass may not be extended beyond double its purchase period.
 - d. A pass may be extended for the operation season of Fairview Pool if the patron does not use the outdoor pool.
- (8) To ensure safe access for all users, pass-holders are required to have a digital photograph taken at reception which will be held on our system for security reasons. All relevant pass-holder details will be recorded on the PerfectMind system.
- (9) Pass-holders will be issued with a card which will remain the property of the City of Swift Current. This card must always be produced to gain access to the facilities. A pass-holder may not loan his/her card or permit it to be used by anyone else. If a card is lost or mislaid, the City of Swift Current will issue a replacement card for a reasonable charge.
- (10) Anyone wishing to use the swimming pools must familiarise themselves with the pool rules for swimmers and inform pool lifeguards if there is any information relating to the safe use of the pool which might assist in managing the safety of all pool users prior to use.
- (11) The City of Swift Current reserves the right to introduce additional categories of passes from time to time.

Release and Waiver of Liability

The City shall not be responsible for:

- (1) any personal injury, death or property damage except as caused by its gross negligence or willful misconduct;
- (2) any loss or damage caused by theft, assault or other crime;
- (3) any loss or damages as a result of delays, postponements or cancellations of this booking, however caused.

The City is often called upon to help the User's equipment. The User hereby agrees to indemnify and save the City of SC from any claims for damages and injury of third parties except if the damage or injury is caused by the gross negligence or willful misconduct of the City of Swift Current.

The undersigned has read and on behalf of the pass-holder agrees to be bound by this pass and the Terms and Conditions contained herein and attached hereto, and hereby warrants and represents that he/she executes this application for a pass on behalf of the pass-holder and has sufficient power, authority and capacity to bind the pass-holder with his/her signature.

Aquatic Facility Rental Terms and Conditions:

The Licensee shall be responsible for the following:

- (1) any damage to property as a result of the Licensee's use of the facility or as a result of the use or occupation of the facility by others with the Licensee's consent;
- (2) compliance with all municipal, provincial and federal laws.
- (3) all cancellations and/or changes must be made 7 business days prior to the booking taking place.
- (4) private lesson cancellations may be made 24 hours ahead of the schedule private lesson.
- (5) access to the birthday party area is allowed to enter the space 15 minutes prior to the start of rental for set up purposes.
- (5) all rates are subject to change September 1st of each year.
- (6) the conduct and actions of all participants, parents, spectators and coaches in attendance at the facility.

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- (1) any personal injury, death or property damage except as caused by its gross negligence or willful misconduct;
- (2) any loss or damage caused by theft, assault or other crime;
- (3) any loss or damages as a result of delays, postponements or cancellations of this booking, however caused.

The City is often called upon to help with a user's equipment. The Licensee hereby agrees to indemnify and save the City of SC from any claims for damages and injury of third parties except if the damage or injury is caused by the gross negligence or willful misconduct of the City of Swift Current.

The City reserves the right to terminate this rental agreement at any time for any reason and/or the City reserves the right to move your scheduled activity to another City owned facility.

The undersigned has read and on behalf of the Licensee agrees to be bound by this Permit/License and the Terms and Conditions contained herein and attached hereto, and hereby warrants and represents that he/she executes this application for a Permit/License on behalf of the Licensee and has sufficient power, authority and capacity to bind the Licensee with his/her signature.

City GST Number - R122269335

Program Registration Terms & Conditions:

- (1) The City of Swift Current reserves the right to refuse lesson registration.
- (2) Registration is personal to the member and is non-assignable, non-transferable and non-refundable.
- (3) Payment for all swimming lessons is due at time of registration.
- (4) Registration for all Advanced Courses may be made without payment, payment deadline will be established by Aquatic Staff once it is determined if the course is running.
- (5) Refunds will only be issued with a medical note.
- (6) No refund will be made to an individual if the payment came through another funding agency such as Kidsport, Jumpstart or Recreation Access Grant.
- (7) Candidates can be registered in multiple sessions of swimming lessons at a time, in the event that a candidate is required to move levels, days, times or sessions within 10 days of the class starting a \$10.00 withdrawal fee will be applied.
- (8) Once the session has started no switching classes will be permitted without permission of Aquatic Superintendent and payment of a withdrawal fee.
- (9) Candidates are required to meet all prerequisites for their respective course as outlined by the facility and the Lifesaving Society, Saskatchewan Branch.
- (10) Anyone wishing to use the swimming pools must familiarise themselves with the pool rules for swimmers and inform pool lifeguards if there is any information relating to the safe use of the pool which might assist in managing the safety of all pool users prior to use.
- (11) The City of Swift Current reserves the right to introduce additional categories of lessons from time to time.
- (12) The City of Swift Current reserves the right to cancel swimming lesson classes based on class sizes and instructor availability.

Release and Waiver of Liability

The City shall not be responsible for:

- (1) any personal injury, death or property damage except as caused by its gross negligence or willful misconduct;
- (2) any loss or damage caused by theft, assault or other crime;
- (3) any loss or damages as a result of delays, postponements or cancellations of this booking, however caused.

The City may be called upon to help with the candidate's equipment. The candidate hereby agrees to indemnify and save the City of SC from any claims for damages and injury of third parties except if the damage or injury is caused by the gross negligence or willful misconduct of the City of Swift Current.

The City reserves the right to move your scheduled activity to another city owned facility.

The undersigned has read and on behalf of the candidate agrees to be bound by the Terms and Conditions contained in this application, and hereby warrants and represents that he/she executes this application on behalf of the candidate and has sufficient power, authority and capacity to bind the candidate with his/her signature.

City GST Number - R122269335