



Energyplex Family Recreation Centre Kelowna Inc.
PARTICIPANT CONSENT RELEASE AND INDEMNITY

General Terms and Conditions Day Camps (release date: 6/24/20)

- Waiver forms must be completed prior to camps. Please print and sign this form and bring it in person to the Energyplex.
- All camp payments are due minimum of 2 weeks in advance (or upon reservation if camp starts within 2 weeks).
- Annual pass holders will receive a 10% discount on the applicable rates.
- Cancelling Day Camps within 2 weeks prior to the date or on day itself (due to sickness or other reasons): will be non refundable and non-transferrable to other dates.
- Cancelling Day Camps at least 2 weeks prior to the date: will result in a refund on a gift card minus a \$ 25 admin fee.
- Cancellation must be submitted by email to customerservice@energyplex.ca
- The Energyplex has the right to cancel a Day Camp, with a 2 days prior notice per email, due to insufficient participants.
- A telephone number where the (grand)parent/guardian can be reached at all times must be provided upon registration.
- Camp times are from 9 am to 4 pm. Please adhere to these times strictly.
- Child must be signed in and out by (grand) parents/ guardian.
- When other persons pick up or drop off the child: Please let us know in person who's picking up your child.
- We are entitled to call you when your child is not feeling well and request that you pick up your child. You should be at the Energyplex within half an hour.
- Any medical issues of the child, or concerns, must be communicated upon registration!
- If your child requires a personal caregiver, you will need to send a caregiver to provide extra care for your child as we do not have enough knowledge to meet their needs.

At the Energyplex Family Recreation Centre Kelowna Inc. (the EnergyPlex), we are dedicated to providing you and your child a fun, safe and memorable experience. However, on occasion, accidents may happen, therefore we require your prior consent for your family’s participation in activities at the Energyplex.

I have read the guidelines and rules issued for the use of the “EnergyPlex Family Recreation Centre Kelowna Inc.'s premises and equipment, which I understand and I agree to be bound by them. In consideration of your acceptance of my being permitted to use the premises and equipment and/or any activity associated therewith, I agree to RELEASE, SAVE HARMLESS AND INDEMNIFY the “EnergyPlex Family Recreation Centre Kelowna Inc.” and/or its agents from and against all claims, actions, costs and expenses and demands in respect to death, injury, loss or damage to my person or property wheresoever and howsoever caused, arising out of, or in connection with my loss or damage to my person or property wheresoever and howsoever caused, arising out of, or in connection with my use of the premises and equipment notwithstanding that the same may have been contributed to or occasioned by any act or failure to act, including, without limitation, negligence, of the “EnergyPlex Family Recreation Centre Kelowna Inc.” and or anyone or more of its agents. I further agree and acknowledge that:

1. The rules and guidelines governing the use of the premises and equipment are solely for that purpose and it remains my sole responsibility to act and govern myself in such a manner as to be responsible for my own and my children’s safety;
2. I am aware of the risks inherent in gymnastics, Airbag, playground activities, Inflatable’s, rock climbing, Laser tag, Ballistix, SkyTrax, Arcade and Bungee Trampolines. Bumps, bruises, strains, scrapes, rope burn, pinches, cuts, colliding into activities/ platforms/ other participants and fatigue etc. can be part of the experience; Not following instructions or guidelines of the staff can lead to serious injury or death.
3. Being fully aware of these dangers, and the use of such premises, facilities and equipment and I assume the risks and waive notice of all conditions, dangers or otherwise relating to or arising out of such use **I voluntarily consent to the aforementioned person(s) participating in any and all activities and programs at the Energyplex Family Recreation Centre Kelowna Inc., and I ACCEPT ALL RISKS associated with those activities and programs.**

I further agree to HOLD HARMLESS AND INDEMNIFY the “EnergyPlex Family Recreation Centre Kelowna Inc.” and its agents from any and all actions, claims, demands, losses, judgments or costs of any nature to any third party resulting from my use of the premises and equipment herein and I agree not to make any claims or take any proceedings against any other person, society, corporation or other legal entity who might claim contribution or indemnity from the “EnergyPlex Family Recreation Centre Kelowna Inc.” and/or its agents in respect of matters which are the subject of this Release. I agree that this Release shall bind my heirs, executors, administrators and assigns. I confirm that I am the full age of nineteen years and I have read this Release and understand it.

Child name: (please print) _____ Age: _____ Adult/Parent: (please print) _____
Signature: _____ CSR Witness Signature: _____ Date: _____