

TERMS & CONDITIONS

This contract is signed between the customer, and City of Grande Prairie.

1. City of Grande Prairie facilities included for use under Membership(s) services covered for the annual pre-paid and ongoing monthly Eastlink Centre membership and Grande Access Pass membership under the area that noted facilities included.
2. All memberships must be active for a minimum of one month before they can be cancelled. After one month, the customer may cancel the membership at any time with no fee or penalty. In the case of cancellation, pre-paid membership fees are refundable based on the remaining time frame of the membership from the cancellation date. Note that the customer must provide a minimum of seven (7) business days' notice prior to the next scheduled payment when terminating or holding the membership contract.
3. Notwithstanding section 3, if the membership was purchased by any third party ("Purchaser") on behalf of the Customer, then, after one month, the Purchaser or Customer, without consent of or notice to the other, may cancel the membership at any time with no fee or penalty. In the case of cancellation by Purchaser or Customer in this case, pre-paid membership fees are refundable to Purchaser based on the remaining time frame of the membership from the cancellation date. Note that the Purchaser or Customer seeking to cancel a membership must provide a minimum of seven (7) business days' notice prior to the next scheduled payment when terminating or holding the membership contract.

****Membership(s) are non-transferable.**
4. Use of The City of Grande Prairie facilities is subject to availability. The City of Grande Prairie reserves the right to close down any area of the facility for safety and/or maintenance (planned and emergency) private rentals, special events, bookings, programs, area maximums, or changes in facility schedules with little or no notice. No refunds, credits or extensions will be given as a result of these situations.
5. Memberships can be put on hold for a minimum of two (2) weeks up to a maximum of three (3) months, for the following reasons:
 - Medical reasons: i.e surgery;
 - Family emergencies: i.e: death in the family;
 - Extended holidays: i.e. traveling for a season;At the time of putting a membership on hold, the member must provide a reactivation date.
6. Pass prices do not include access to registered programs, child care, private leased areas, etc.
7. **The City may cancel for:**
The City of Grande Prairie reserves the right to revoke any Membership(s) and/or privileges associated with the Membership(s) in the event of non-compliance with City of Grande Prairie facility rules, regulations, signage or directions, inappropriate/abusive behavior, or missed payments (if applicable). An email notification will be sent to confirm this change.
8. The "Non Sufficient Funds" (NSF) service charge fees are subject to change at any time without notification. Bylaw C-1395 outlines NFS service charges.
9. Prices and fees are due to change July 1st of each year. By Law C-1395 outlines prices and fees. Prices and fees for prepaid annual memberships will be held constant for the entirety of the term and adjusted upon renewal.
10. Student status must be shown prior to purchase and each renewal date in order to receive student rates. Failure to provide proof of status will result in the membership(s) being sold or renewed at the non-student rates.

11. Personal Information

The personal information collected is authorized under Section 33(c) of the Freedom of Information and Protection of Privacy Act, R.S.A. 2000, c-F-25, ("FOIP Act"), as amended from time to time. The information collected on this agreement is only for membership payment plan processing. Any questions in regards to the collection, use, disclosure or destruction of your personal information can be directed to CKCFinanceOffice@cityofgp.com or call to 780-357-4959.

12. Payment Method

The treatment of each payment shall be the same as if the customer issued a cheque authorizing payment as indicated and to debit the amount specified to the customer account.

For an account where more than one person has to sign cheques, all depositors must sign this application. In the event of a change in the customer's bank account, it is the customers responsibility to immediately provide written notification to the City of Grande Prairie.

By signing the agreement, the customer assumes full responsibility for all members associated with their account.

****The City of Grande Prairie reserves the right to modify or incorporate new terms of use. Such additional terms or modifications will be effective immediately and posted on www.cityofgp.com.**

FACILITY POLICIES & PROCEDURES

- External training/coaching is strictly prohibited within or around the City of Grande Prairie. Public drop-in access is intended for recreational use. Personal trainers must be approved before coaching members at the City of Grande Prairie.
- The City of Grande Prairie is not responsible for any lost, damaged or stolen property. Smoking is not permitted in the facility.
- Liquor is only allowed in the facility during specifically licensed events.
- Abide by all applicable law.

RELEASE & WAIVER OF LIABILITY

The undersigned customer expressly agrees to indemnify, defend, and hold harmless the City of Grande Prairie, its elected officials, employees, contractors, invitees, customers, and agents from and against any and all claims, demands, losses, liabilities, damages, injuries (including, but not limited to, bodily injury, illness, and death), costs, and expenses (including, without limitation, reasonable attorney's fees and legal costs) arising from, related to, or in connection with the Customer's presence at, use of, or participation in any activities at or about the Community Knowledge Campus facility. This includes, but is not limited to, recreational activities, sports, classes, training sessions, events, or any other programs or services provided at or about the facility, whether these are conducted, organized, or facilitated by the City, its staff, or any third-party contractors. This provision shall survive any termination of this Agreement.

Signature

I, the customer, acknowledge that I have read and agree to the Membership Terms and conditions listed above.

Signature of Member or
Legal Guardian (if under 18)

Date