

## **St. Albert Pickleball Club Membership Terms and Conditions**

### **RELEASE OF LIABILITY, WAIVER OF CLAIMS. ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**

#### **BY ACCEPTING THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.**

In full, or partial, consideration for allowing me to participate in all related events and activities sponsored by the St. Albert Pickleball Club (SAPC), I hereby warrant and agree that:

1. I am familiar with and accept that there is the risk of serious injury and death in participation in any form of sports; and
2. I have satisfied myself and believe that I am physically, emotionally and mentally able to participate in this program and that my equipment is mechanically fit and appropriate for use in this program; and
3. I understand all applicable rules must be followed and at all times, the sole responsibility for personal injury remains with me; and
4. I will immediately remove myself from participation and notify the nearest official if at any time I sense or observe any unusual hazard or unsafe condition or if I feel that I have experienced any deterioration in my physical or emotional or mental fitness for continued participation in the program; and
5. I give my permission for the free use of my name and picture in broadcast, telecast or written accounts for all SAPC sanctioned or related events.

#### **I UNDERSTAND AND AGREE, ON BEHALF OF MYSELF, MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN THAT MY EXECUTION OF THIS DOCUMENT CONSTITUTES:**

1. AN UNQUALIFIED ASSUMPTION BY ME OF ALL RISKS associated with my participation in any SAPC sanctioned event even if arising from negligence *or* gross negligence, including any compounding or aggravation, of injuries caused by negligent rescue operations or procedures, of any one or more of the event organizers, the event venues, and any and all persons associated therewith or participating therein in any manner or fashion whatsoever; and
2. FULL AND FINAL RELEASE AND WAIVER OF liability AND ALL CLAIMS that I have or may in the future have against the SAPC, the event venues, and their respective directors, officers, employees, servants, agents and representatives, all advertisers, volunteers, and all others participating in the program, (all of whom are collectively referred to as the Releasees) from any and all liability for any loss, damage, injury or expense that I may suffer as a result of my use of or my presence at the event facilities or my participation in any part of, or presence at, the program due to any cause whatsoever, INCLUDING NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE RELEVANT OCCUPIERS LIABILITY ACT ON THE PART OF THE RELEASEES.

3. AN AGREEMENT NOT TO SUE THE RELEASEES for any loss, injury, costs or damages of any form or type, howsoever caused or arising directly or indirectly from my participation in any aspect of the program, and
4. AN AGREEMENT TO SAVE and HOLD HARMLESS the RELEASEES, and each of them, from any litigation expense, legal fees, liability, damage, award or cost, of any form or type whatsoever they may incur due to any claim made against them or any one of them whether the claim is based on the negligence or the gross negligence of the Releasees or otherwise, whether directly or indirectly from participation in any aspect of the program; and
5. AN AGREEMENT that this document be governed by the laws, and in the courts, of the Province in which the program is held.

**I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY ACCEPTING THIS AGREEMENT I AM WAIVING CERTAIN SUBSTANTIAL LEGAL RIGHTS WHICH I AND MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES. I ACCEPT THIS DOCUMENT KNOWING AND APPRECIATING ITS CONSEQUENCES**

I understand that there are physical risks involved in playing pickleball including (but not limited to) injury related to rapid movement, falling down, being hit by balls or paddles, collision with walls, nets and other players.

I agree to be responsible for any injury I may receive and in the event of injury, I agree to relieve the St. Albert Pickleball Club, their officers, directors, and volunteers and hold them harmless from any and all liability including negligence, loss, illness, damage, expense, injury or death, that I may suffer.

If I am the parent or guardian of any junior member of SAPC, I also accept that I am waiving the same rights and accepting the same conditions for that junior member.

### **CODE OF CONDUCT**

Every member of the St. Albert Pickleball Club (SAPC) pledges as follows:

1. I will not engage in unsportsmanlike conduct or encourage others to do so.
2. I will not engage in any behavior that would endanger the health, safety, or well-being of others.
3. I will not engage in the use of profanity.
4. I will treat others with respect.
5. I will exhibit fairness and honesty in my dealings with others.
6. I will observe the Golden Rule of doing unto others as I would have them do unto me.
7. I will adhere to all applicable SAPC policies and procedures.

SAPC encourages its members to be vigilant in applying these codes, to constantly demonstrate good sportsmanship and to bring any concerns to the attention of the SAPC Board.

As a member, I will accept electronic communications (emails) from the club in order to learn of club business and will be responsible for understanding all policies that pertain to my conduct and membership, on and off the courts.

## **PRIVACY POLICY**

The St. Albert Pickleball Club (SAPC) takes your privacy seriously. This Policy describes the way that SAPC will, subject to applicable legal requirements, adhere to all relevant federal and provincial legislative privacy requirements. Any changes will be immediately posted to the SAPC website.

### **What this Privacy Policy covers:**

This policy covers how SAPC treats Personal Information that we collect and receive from you. Personal information is information about you that contributes to you being personally identifiable such as your name, address, email address, phone number, gender or age.

### **Personal Profile:**

The personal information we retain is voluntarily provided by you at the time of SAPC Membership registration and is required for the management of the pickleball program.

You are responsible to ensure that your personal information is accurate and may update it at any time by contacting SAPC by email at [info@pickleballstalbert.ca](mailto:info@pickleballstalbert.ca) or going into your personal profile on the website.

### **Retention of Personal Information:**

Your personal information will be deleted when you are no longer associated with any play venue covered by SAPC and / or cease to be a Member in Good Standing with the SAPC.

### **Information Sharing and Disclosure:**

SAPC does not rent, sell or share personal information about you with other individuals, public organizations or companies without your permission. SAPC only sends you information that is related to SAPC events, Pickleball events and general information about the sport of Pickleball. With registration in SAPC, your information is shared with:

Pickleball Canada Organization (PCO) and the Pickleball Alberta Association (PAA) for membership and Pickleball play at other locations / Tournament verification purposes. PCO and PAA are bound by the Personal Information Protection and Electronic Documents Act (PIPEDA) / Personal Information Protection Act (PIPA) respectively.

We limit any additional access to personal information to club Board members, Committees and Club Volunteers who we believe reasonably need to use that information in order to perform the duties they have been assigned to undertake on behalf of SAPC.

### **Security:**

SAPC takes strong measures to protect the security of your personal information and to ensure that your choices for its intended use are honoured. We take strong precautions to protect your data from loss, misuse, unauthorized access or disclosure, alteration or destruction.

**Enforcement:**

If for some reason you believe SAPC has not adhered to this Policy, please notify us by email at [info@pickleballstalbert.ca](mailto:info@pickleballstalbert.ca) and ensure that “Privacy Concern” is included in the Subject line.

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