



RESIDENTS
ASSOCIATION

Registration Policies and Procedures

AuburnBayRA.ca

Please read the following carefully before signing and seek appropriate assistance if you do not understand.

In consideration of the Auburn Bay Residents Association (the "ABRA") permitting the undersigned of the Participant to participate in the Program, the undersigned, for myself or the Participant, as the case may be, and for my or for the Participant's personal representatives, heirs, and next of kin, acknowledge and agree with the ABRA that:

1. I acknowledge that I am aware of the dangers, risks, and hazards associated with my participation in, spectating, or mere attendance at the Program. I acknowledge and agree that I am not required by the ABRA or anyone else to participate in, spectate at, or attend the Program 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 Program that I so participate entirely at my own risk.
2. The ABRA 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 at, and/or mere attendance at the Program, 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.
3. 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 at, and/or mere attendance at the Program.
4. 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 mere attendance at the Program.
5. For the purposes of the herein provisions, the ABRA is or shall be deemed to be acting as agent or trustee on behalf of or for the benefit of each of the Releasees.
6. I understand that if the program participant does not live in Auburn Bay, the participant and the participants' family may not use other parts of the facility before, after, or during the program.

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.

Dated this _____ day of _____, 20_____.

Name of Program(s)

Signature of Participant/Legal Guardian

Name of Participant (please print)

Warning: by signing this document, you give up legal rights, including your right to sue. Read this document carefully before signing.

Program Registration Cancellation Policy

- Auburn House reserves the right to cancel any programs with insufficient registration. Full refunds will be granted or you may transfer to another program (space permitting).
- Requests to withdraw from a program:
 - Seven or more day prior to the first day of the program will be granted with no penalty.
 - Less than seven days prior to the first day of the program will be granted a 50% refund.
 - On the program start date to within 48 hours after the first class, or within 48 hours after a pro-rated registration, will be granted a 25% refund (not applicable to one day programs – no refunds will be granted within 48 hours before start date of scheduled program).
- Refunds will be issued for medical reasons and will be pro-rated at the time of the withdrawal request. A doctor's note must be presented.
- Refunds will not be issued for participants who are unable to attend rescheduled make-up classes.
Refunds are issued by account credit (members only) to use toward another Auburn House program. Credits on account are valid for one year from the issue date. Alternative refunds are subject to a \$15.00 administration fee. NSF cheques are subject to a \$50.00 administration fee.