



***** PLEASE READ THE FOLLOWING BEFORE SIGNING AND SEEK APROPRIATE ASSISTANCE IF YOU DO NOT UNDERSTAND IT *****

Program Registration Cancellation Policy

The Tuscany Club reserves the right to cancel any program with insufficient registration. Full refunds will be granted or you may transfer to another course (space permitting).

- Requests to withdraw from a program 7 or more days prior to the first day of the program will result in a \$10 administration fee.
- Requests to withdraw from a program less than 7 days prior to the first day of the program will be issued for medical reasons only. A \$10 administration fee will apply.
- Up to two classes into the program, refunds will be issued for medical reasons only. A \$10 administration fee will apply. Refunds arc prorated at the lime of request.
- After two classes into the program, refunds or credits will not be issued for any reason.

Waiver Form

IN CONSIDERATION of the Tuscany Residents Association (the "TRA") permitting the undersigned or the Participant to participate in the program, the undersigned, for myself or the Participant, as the case may be, and for my or the Participant's personal representatives, heirs and next of kin, acknowledges and agrees with the TRA 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 TRA 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 TRA 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 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, ill 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, us a result of my participation in spectating 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 merely attending the Program.
5. For the purposes of the herein provisions, the TRA is or shall be deemed to be acting as agent or trustee on behalf of any or for the benefit of each of the Releasees.

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__

Signature of participant
(If participant is under 18, must be signed by a parent or legal guardian)

**WARNING: by signing this document you give up legal rights, including your right to sue.
READ THIS DOCUMENT CAREFULLY BEFORE SIGNING.**