



WARNING: By signing this document, you give up legal rights, including the right to sue. Read this document carefully before signing.

Please read carefully before signing. Seek guidance if you do not understand any part of this document.

### **Program Registration Cancellation Policy**

- The Tuscany Club reserves the right to cancel any programs with insufficient registration.
- Full refunds will be granted, or you may transfer to another course (space permitting).
- Requests to withdraw from a program 14 or more days prior to the first day of the program will result in a \$15 administration fee.
- Requests to withdraw from a program less than 14 days prior to the first day of the program will be charged a 25% program fee plus a \$15 administration fee.
- After two classes into the program, refunds will be issued for medical reasons only. A pro-rated refund will be applied, and a \$15 administration fee will apply.
- Refunds will not be issued to participants who are unable to attend rescheduled make-up classes for seasonal or outdoor programs.
- Refunds of \$25 or less will be credited to your account only.
- NSF checks are subject to a \$25 fee.

### **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 at, 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 it is a condition of my participation in the Program that I participate entirely at my own risk.
2. The TRA and its members, employees, agents, trustees, directors, officers, 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, 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-own-client basis), claims, damages, demands, actions, and causes of action at law, by statute, 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, or mere attendance at the Program.
4. I understand that by agreeing to these terms and conditions, 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, or merely attending the Program.
5. For the purposes of these provisions, the TRA is or shall be deemed to be acting as agent or trustee on behalf of, or for the benefit of, each of the Releasees.

The foregoing provisions are intended to be as broad and inclusive as 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.

### **Acknowledgment & Signature**

I have read, understood, and agree to the TRA Program Waiver & Cancellation Policy.

**Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.**

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### **Signature of Participant**

*(If the participant is under 18 years of age, this form must be signed by a parent or legal guardian.)*