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Introduction:

A Sanctioned Skate Canada Club

As a Sanctioned Skate Canada Skating Club, East St. Paul Skating Club (ESPSC) follows the Skate Canada Club and Skating School Operations Guide. This detailed document outlines the rules and requirements that ESPSC is required to follow. To review this Operations Guide, please visit: https://info.skatecanada.ca/index.php/en-ca/guides/16-club-and-skating-school-operations-guide.html. In addition, minimum operating standards are outlined here: https://info.skatecanada.ca/index.php/en-ca/policies/163-club-and-skating-school-minimum-operating-standards-policy.html

Other relevant information is as follows:

Skate Canada Code of Ethics

https://skatecanada.sharepoint.com/Policies2/Forms/AllItems.aspx?id=%2FPolicies2%2FCode%20of%20Ethics%2Epdf&parent=%2FPolicies2&p=true&ga=1

Safe Sport Guide

https://info.skatecanada.ca/index.php/en-ca/guides/50-guide-to-safe-sport.html



1.0 All Participants:

1.01 Assumption of Risk and Waiver Policy

Effective for September 1 – August 31

PLEASE READ CAREFULLY:

ACKNOWLEDGMENT OF INHERENT RISK

I understand that participation in skating, figure skating, and any other sporting activities listed in the enclosed appendix (hereinafter the "Sports Activity") is voluntary, and involves inherent risk during participation, including the risk of possible accidents, physical injury, or exposure to infections or infectious diseases as a result of attending training, club events or competitive events. I freely accept and fully assume all such risks, dangers and hazards, including but not limited to personal injury, disease transmission, death, property damage or loss, resulting from my participation. I have carefully considered the risks involved, and I have full confidence that reasonable precautions will be taken to ensure the safety and well-being of myself (or my son/daughter/ward).

WAIVER

I do for myself (or my child), and our respective heirs, executors, administrators, successors and assigns, hereby waive, release, and forever discharge Skate Canada and/or Skate Canada Manitoba, East St. Paul Skating Club, their officers, partners, agents, employees, servants, representatives, volunteers, coaches, officials, successors and assigns (the "Representatives") of and from any actions, causes of action, complaints, demands and claims or any recourse whatsoever ("Claims") that I have or may have in the future in any way connected with my (or my child's) participation in the Sports Activity contemplated herein, whether in law or in equity, in respect of personal injury, illness or disease transmission, loss of life, or property damage of any kind or nature, and I do hereby discharge the Representatives from any such liability. This includes negligence, breach of contract or breach of any statutory or other duty of care.

INDEMNIFICATION

I further agree to fully indemnify and defend Skate Canada and/or Skate Canada Manitoba, East St. Paul Skating Club and any of their Representatives from and against any and all Claims brought against Skate Canada and/or Skate Canada Manitoba, East St. Paul Skating Club and any of their Representatives, including all related costs and expenses, and against any loss, costs, damages, or expenses which Skate Canada and/or Skate Canada Manitoba, East St. Paul Skating Club and any of their Representatives may sustain, suffer, incur, or be liable for resulting from, arising from, or in any way related to my (or my son/daughter/ward's) participation in the Sports Activity. I also agree and undertake not to make any claim or take any proceedings against the Representatives set out above, or any other person or corporation which might claim contribution or indemnity under the provisions of any statute or otherwise from the Representatives set out above.



SEVERABILITY

The provisions of this Assumption of Risk and Waiver shall be deemed severable and if any provision or portion thereof is held invalid, illegal or unenforceable for any reason, the remainder shall not thereby be invalidated, but shall remain in full force and effect.

Acknowledgement: I am aware of the nature and effect of this Assumption of Risk and Waiver, and I fully understand all of the terms and conditions above. I understand that I have given up substantial rights by signing this Assumption of Risk and Waiver and I am accepting it freely and voluntarily without inducement.

Parent/Guardian: I certify that I am the parent or legal guardian of the participant named below and that I am entitled to his or her custody and control. I understand the aforesaid inherent risks that could arise from these activities, I grant permission for my son/daughter/ward to participate in the Sports Activity and other activities incidental thereto and I execute this Assumption of Risk and Waiver on behalf of myself and my son/daughter/ward.

Appendix

Skate Canada Manitoba – figure skating related activities – on & off ice

NCCP Clinics

Athlete clinics/seminars/workshops/training/monitoring
Official clinics/seminars/workshops/training/mentoring
Coaches clinics/seminars/workshops/training/mentoring
Club volunteer clinics/seminars/workshops/training/mentoring
Competitions
Assessment days
Skate Canada programming
All Skate Canada Manitoba sanctioned activities

East St. Paul Skating Club Specific Activities

All East St. Paul Skating Club skating related activities – on & office



1.02 Notice of Collection of Information Policy

Your privacy and the protection of your personal information is important to us. Your personal information is required to register you/your skater(s) with Skate Canada in any capacity, including, without limitation, as a Skate Canada registrant, coach or in connection with your affiliation with a skating club or skating school and to administer various services, such as Skate Canada events. Your personal information may also be exchanged with Skate Canada affiliates which includes your local skating club or skating school or provincial association or section. By submitting this form, you expressly provide your consent to the sharing of your personal information with Skate Canada and as described herein for purposes of registration and receipt of national services delivered by Skate Canada. We adopt the 10 Fair Information Principles into our privacy program, and employ reasonable measures to protect against unauthorized access, processing, disclosure, alteration, destruction or loss of your personal information. See the link to Skate Canada's Privacy Commitment for more details. https://skatecanada.ca/our-privacy-commitment/

1.03 Photo/Video Release/Waiver Policy

The applicant grants East St. Paul Skating Club the right for display or promotional purposes, the use of any photographs and/or videos taken of the applicant and waives/releases any claim related to such use.

Please note: This policy may be rejected at the time of registration.

1.04 Refund Policy

- 1. The Administration fee of \$25.00 per skater is non-refundable and is considered a refund administration fee for <u>all</u> program withdrawals;
- 2. The Skate Canada fee is only refundable prior to the start of our Programs and/or before the skater has been on the ice:
- 3. For non-medical withdrawal requests, pro-rated program refunds will be processed up to November 1 or 1 month post-registration for late registrations;
- 4. For medical withdrawal requests, pro-rated program refunds must be submitted to skatingpresident@espsc.ca and include a medical certificate/note for consideration.



1.05 Communication Policy

East St. Paul Skating Club endeavours to communicate to our families in a variety of ways with the goal of keeping families informed and up to date.

Three types of communication messages are distributed via our Website/Registration system:

- Transaction and Service Notifications;
- Member Information Messages;
- News, Upcoming Program and Registration Messages.

In addition, information is broadcast through ESPSC and the ESP Community Centre Facebook and Instagram accounts. When you opt out of ESPSC System optional messages, you are assuming responsibility to check our website or follow us on Social Media platforms to stay up to date.

Definitions:

- Transaction and Service Notifications These are required messages relating to registration and payments. They include copies of your invoices, waitlist notifications and any factual messages directly related to the specific delivery of any products or services that members have purchased such as class re-scheduling or cancelation notices. Members are not able to Opt Out of these messages.
- 2. Member Information Messages These messages provide factual information and details regarding your ongoing account including Membership updates and Club AGM notices. Members are able to Opt Out of these messages. Opting Out means that families will not receive <u>any email</u> <u>reminders</u> about account updates or AGM Notices.
- 3. News, Upcoming Program and Registration Messages These messages provide up-to-date news about the organization, upcoming program and registration information such as current program information, calendar updates, theme day messages for actively registered families/members. Members are able to Opt Out of these messages. If you Opt Out of News, Upcoming Program and Registration Messages, you will not receive information regarding current programs and upcoming registration dates, theme days, calendar updates, and/or upcoming special events and competitions such as the Year End Ice Show.

Social Media Accounts:

- Facebook Account East St. Paul Skating Club
- Instagram Account esp s8c



1.06 Registration/Ice Time Usage Policy

- 1. Participation in Programs require Registrations to be Paid per the selected payment method outlined below. Unpaid registrations will be denied entry onto the ice.
- 2. East St. Paul Skating Club programs require all participants to be registered as a Skate Canada member and pay the Skate Canada fee to participate in our Programs. Proof of valid Skate Canada Membership is required for all participants and must be provided or confirmed for non ESPSC Members. For more information regarding Skate Canada's registration requirements visit this link: https://info.skatecanada.ca/index.php/en-ca/guides/16-club-and-skating-school-operations-guide.html#h3-registration
- 3. A \$25.00 Administration fee is collected from each skater to offset administrative costs of running the Club and is considered a non refundable withdrawal fee should a skater pull out of their registration
- 4. ESPSC offers families the following Payment Options: In Full or By Instalments.
 - o Payment methods are as follows: e-Transfer, Cheque, Credit Card or Cash.
 - e-Transfers should be sent to <u>treasurer@espsc.ca</u>
 - o Cheques are made payable to East St. Paul Skating Club.
 - Cheque or Cash Payments are to be delivered to the Music Room to the Attention of ESPSC President during Club programming and should be clearly marked with name of skater(s) and amount.
 - Cheques can be left in the President or Treasurer box. Cash Payments should be provided directly to a Skating Club Board Executive Member.
 - There is a NSF cheque charge of \$25.00.
 - Instalment dates are as follows: At time of registration; October 15 and January 15.
 - Alternate payment schedule may be available by contacting skatingpresident@espsc.ca
- 5. All registrations are processed through the On-Line registration system on a first come, first serve basis, with the exception of STARSkate registrations.
- 6. STARSkate registrations are processed in the following order:
 - Home Club skaters purchasing full programs;
 - Non-home club skaters purchasing ice time for full programs;
 - Home Club skaters purchasing partial programs;
 - Non-home club skaters purchasing partial programs.
- 7. Skaters may only skate during their designated, registered and prepaid ice time. Program registration(s) are not transferable to a different day, time or skater.
- 8. Partial program registrations will be accepted if space permits in the Program.
- 9. Skaters wishing to purchase additional ice time are to notify Club Executive and arrange payment prior to entering the ice surface. See Casual Ice Rates Policy for details on rates and process.
- 10. If a skater wishes to change their ice time, approval from Club Executive must be received to ensure availability and process any fee adjustments prior to entering the ice surface.



11. Private Coaching is billed separately or an additional cost for those programs that do NOT include coaching fees.



1.07 Casual Ice Rates Policy

- Skaters may attend certain programs/ice times on a casual basis/drop-in where space permits.
- 2. All Casual Ice usage requires the establishment of a Member Account in our On-Line Registration System (www.espsc.ca) for documenting ice usage through our invoicing process.
- 3. Casual Ice rates apply as follows: \$24.00/ hour or by selecting the "Drop In" option for some programs through the On-Line Registration System.
- 4. Programs excluded from casual ice purchase are as follows: Canskate, CanPower, and Adult and Tot.
- 5. Casual Ice/Drop In must be paid in advance.
- 6. To register for casual ice or a drop in session, select the Program Drop In (if available) or email: skatingpresident@espsc.ca to have an invoice created.
- 7. To pay by cheque, place the cheque in an envelope and clearly mark with Skaters Name, Date and Time/Program of ice usage. Cheques made payable to: East St. Paul Skating Club. Payment can be left in the President Mailbox in the Music Room at ESP Arena or by giving directly to a Club Executive or the Program Coordinator.
- 8. To pay by e-Transfer, send payment to treasurer@espsc.ca stating the Skater's Name and Invoice Number or Date and Session of the Casual Ice/Drop In.
- 9. To pay by cash, payment is to be given directly to a Club Executive or the Program Coordinator.

1.08 Cancelation Policy

- 1. East St. Paul Skating Club reserves the right to cancel programs due to inclement weather, facility issues and other possible unforeseen situations where the safety of skaters, coaches, volunteers and/or families may be at risk.
- 2. Where possible, the Club will endeavour to provide make-up sessions. If make-up sessions are not available and if the RM of East St. Paul waives the ice rental charge, refunds will be processed in the following order: future payment reduction, credit to Member Account and if requested a refund to the original payment form.



2.0 Canskate/Adult & Tot Only:

2.01 Helmet Use Policy

All CanSkate participants including Adult/Teen Learn to Skate, Power Skating and Advanced Canskate participants up to and including Stage 5 Canskate must wear a CSA approved hockey helmet while on the ice.



3.0 Advanced Canskaters/STARSkaters Only:

3.01 Volunteer Requirements – STARSkaters & Advanced Canskate

- Volunteerism is an important aspect of the Skating Club running smoothly and supporting our skaters. Each Advanced Canskater or STARSkater or their parent/guardian is required to complete a minimum of 4 hours of volunteering to support the club. Volunteering may consist of playing music, assisting with events such as Ice Show, Assessment Days or Other Events or participating on the Club Executive (Program Assisting not included).
- 2. STARSkaters & Advanced Canskaters in the East St Paul Skating Club are required to provide a \$200.00 volunteer cheque, postdated to March 15, (of the next year) on the <u>first session</u> of the season*.
- 3. Upon completion of ALL the required hours, the cheque will be returned or destroyed. If the <u>full</u> volunteer requirement has not been completed, the cheque will be cashed at the end of the season no exceptions.
- 4. A Volunteer Cheque that does NOT clear when cashed will put the Member Account in Suspended status until the amount owed is cleared.
- 5. *Failure to submit the volunteer cheque, will postpone your child's participation in the registered program.

3.02 Code of Conduct – STARSkaters & Advanced Canskaters

- 1. All Starskaters and Advanced Canskate (Figure Skating) are required to review, sign and submit the attached PDF on the first session of skating. <u>ESPSC Code of Conduct.pdf</u>
- 2. Please print this immediately and have it ready to bring on your first skating session.
- 3. *Failure to submit the Code of Conduct Form, will postpone your child's participation in the registered program.