

ARENA USE AGREEMENT
(the "Agreement")

THIS AGREEMENT IS BETWEEN:

NAME: TOWN OF BASHAW (the "Town")

and

NAME: _____ (the "USER")
(Name of Group)

BILLING ADDRESS: _____

PHONE NUMBER: _____ EMAIL: _____

CONTACT PERSON: _____

1. Preamble

- 1.1 The Town of Bashaw is the registered Owner of the Arena;
- 1.2 The User is an individual, group or an incorporated organization within Alberta; and
- 1.3 The User wishes to utilize a portion of the Arena under the terms and conditions contained in this Agreement.

In consideration of the payments set forth herein, and the mutual covenants, conditions and terms contained herein, the parties agree as follows:

2. Definitions

- 2.1 "Arena" means the Town of Bashaw Arena;
- 2.2 "Licence Area" means all that portion of the Arena described in "Schedule A" hereto;
- 2.3 "Permitted Activity" means games, practises and tournaments for ice hockey, shinny hockey and ringette; practices and competitions for figure skating; public skating; and carnivals.
- 2.4 "Term" means the period of time commencing on October 1, 20__ and continuing until March 31, 20__, subject to renewal extensions and early termination.

3. Rights and Responsibilities of the Town:

- 3.1 During the usage periods identified in Schedule "C", the Town will permit the User to use the Licence Area for Permitted Activities and for no other purpose whatsoever, subject to the terms and conditions set out in the attached Schedule "B";

- 3.2 The Town will retain control of the Licence Area at all times, but will not unreasonably interfere with the User's use during the User's scheduled usage periods. The Licence Area will also be open for use by the general public, in accordance with the Town's policies relating to such use;
- 3.3 If the Town determines that the User has undertaken or permitted any activity within the Licence Area which is not a Permitted Activity or which may be a nuisance or cause damage, or if the User is in default of any of the terms or conditions of this Agreement, the Town may terminate the Agreement forthwith in writing and the User shall immediately vacate the Licence Area; and
- 3.4 If the User fails or neglects to perform any of its obligations under this Agreement, the Town will have the right, but will not be obligated, to take such action as is it determines reasonably necessary in the sole discretion of the Town to perform such obligations. In such event, the User will be responsible for the payment of all costs incurred by the Town pursuant to this Section and will pay such costs within 30 days of the Town's written request for same.

4. Rights and Responsibilities of the User

- 4.1 The User will pay to the Town fees as set out in the Master Rates and Schedules Bylaw. The applicable fees will be paid to the Town for the User's bookings from October to December upon the execution of this Agreement by the parties and for the User's bookings from January to March on or before January 10 of each year.
- 4.2 The User agrees to pay a \$250.00 deposit upon the execution of this Agreement which is refundable at the end Agreement (whether by termination or expiry) in the timeframe set out in the Arena and Recreational Facilities Use and Allocation Policy, except where damage has been incurred to the Arena. Any damage amount will be deducted from the deposit amount. If damages exceed the deposit amount of \$250.00, the User is required to pay for all damages in excess of the deposit.
- 4.3 The User agrees to use the Licence Area only for a Permitted Activity during the period identified in Schedule "C".
- 4.4 The User indemnifies and saves harmless the Town from and against any and all actions, claims, demands, suits, proceedings, damages, costs (including, without restriction, legal costs on a solicitor-and-his-own-client, full indemnity, basis) and expenses, that may be brought, made or incurred by or against the Town by reason of, arising out of, or in any way related to the use of the Licence Area by the User, its players, coaches, officials, officers, volunteers, fans, agents, employees, invitees or contractors except where the action, claim or demand, was caused by the intentional acts or gross negligence of the Town.
- 4.5 The User may not assign this Agreement, either in whole or in part, without the consent of the Town.
- 4.6 The User will not permit any damage to occur to the rooms which the User utilizes within the Licence Area and will leave the Licenced Area in substantially the same condition as when the User entered the Licence Area for use on the day of that usage period within the Term, reasonable wear and tear excepted.
- 4.7 The User, at its sole cost and expense, shall take out and keep in full force and effect during the Term, the following insurance coverage:

(a) Comprehensive general liability insurance, which includes a participant on participant coverage, with inclusive limits of not less than \$2,000,000.00; and

(b) Such other form of insurance as the Town or the User may reasonably require from time to time, in amounts and for insurance risks against which a prudent person under similar circumstances would insure.

The User shall provide a copy of the policy for any insurance to the Town prior to the beginning of the Term.

On the insurance policies referred to in this Section, the User shall name the Town, or any person, firm, or corporation designated by the Town, as an additional named insured as their interest may appear and such policies will contain a waiver of any subrogation rights which the User's insurers may have against the Town and a severability of interest clause or a cross liability clause. All policies of insurance will be taken out with insurers, and in a form, acceptable to the Town, acting reasonably. The User agrees to deliver a certificates of insurance acceptable to the Town, as soon as practicable after the placing of the required insurance. All policies will contain an undertaking by the insurers to immediately notify the Town in writing, of any material change, cancellation or termination of any provision of any policy.

4.8 The User will at all times obey all laws, bylaws, regulations and policies of the local authority within which the Arena is located as they may exist from time to time.

4.9 The User will provide and attach to this Agreement, at the time of execution, a list of all its members.

5. Other Provisions

5.1 In addition to the rights and responsibilities set out in this Agreement, the terms and conditions in Schedule "B" also apply to this Agreement

5.2 Any notice to be given by the parties hereto will be in writing and will either be delivered personally or mailed by prepaid registered mail as follows:

(a) To the Town: Town of Bashaw, Box 510, Bashaw, Alberta T0B 0H0

(b) To the User _____
(notification address)

Notice given in any such manner will be deemed to have been received by the party on the day of personal delivery or upon the seventh (7th) day after the day of mailing. Any party may change its address for service from time to time upon written notice to that effect.

5.3 The terms and conditions set forth in this Agreement constitute all of the terms and conditions of this Agreement, and there are no other terms, conditions, covenants, agreements, representations or warranties, either expressed or implied, arising between the parties hereto except as expressly set forth herein.

5.4 If any provision of this Agreement is illegal or unenforceable, it will be considered separate and severable from the remaining provisions, which will remain in force as if the unenforceable provision was never included.

- 5.5 This Agreement will inure to the benefit of and be binding upon the parties hereto, their respective successors, and permitted assigns.
- 5.6 Portions of this Agreement may be enforced even if the Term of the Agreement has ended.

- 5.7 The headings in this Agreement have been inserted for reference and convenience only and do not affect the interpretation of this Agreement or any part of it.

6. Signatures

IN WITNESS WHEREOF the parties hereto have executed this Agreement this ____ day of _____, 2016.

Town of Bashaw

Per:

Printed Name: _____

Signature: _____

User _____

Per:

Printed Name: _____

Signature: _____

SCHEDULE "A"
THE LICENCE AREA

BASHAW ARENA

Lobby _____

Dressing Rooms _____

Referees Room _____

Ice Surface _____

Centennial Room _____

SCHEDULE "B"
TERMS AND CONDITIONS OF USE

THE TOWN WILL:

- Maintain all ice surfaces to the standards set by the Town in its operating policies and procedures.
- Clean and flood ice surface according to the Town's Arena and Recreational Facility Use and Allocation Policy.
- Clean and maintain the Licence Area.
- Maintain and keep the ice surface and rink boards in a safe condition.
- Clean and maintain the dressing rooms to a reasonable standard, with the exception of the User's requirement to remove food and garbage at the end of each booking time.
- Post Rules and Regulations relating to use of the Arena in plain view in a conspicuous area within the Arena.
- Maintain an emergency telephone and first aid equipment.
- Maintain copies of all reports of the existence of a hazardous condition for a period of at least seven years from the time of reporting.

THE USER WILL:

- Obey all Rules and Regulations for the Arena and the Licence Area contained in this Agreement and all Rules and Regulations posted in the Arena from time to time.
- Ensure all doors and players' box doors, accessing the ice surface, are closed when leaving ice surface for the operation of the zamboni for periodic floods.
- Ensure that, when only one rink attendant is on staff at the Arena, arrangements are made for referees, coaches and/or other authorized persons, to assist the rink attendant in removing the nets to allow for ice maintenance (floods) during the games and at the conclusion of games or practices to avoid any unnecessary delays.
- Take all reasonable steps to supervise and control the activities of all players, parents, coaches, officials, trainers, volunteers, fans, agents, employees, or invitees of the User and ensure they follow the Rules and Regulations.
- Promptly report the existence of any hazardous condition to the Town.
- Promptly report any injuries occurring in the Arena and provide true copies of any injury report completed in relation to such injuries.
- Establish and maintain reasonable levels of first aid personnel and equipment during use of the Arena.
- Remove all unpackaged or open food items from the dressing rooms at the end of every booking session.
- Remove all its property from the Licence Area at the end of the Term of the Agreement or upon the early termination of the Agreement. If any improvements have been made to the License Area with or without the consent of the Town, the improvements will be surrendered to the Town by the User or removed by the User as directed by the Town.

RULES AND REGULATIONS

The Town of Bashaw strives to promote a positive experience for all users of the Arena. Users are expected to act in a safe, reasonable and respectful manner and adhere to the rules. Failure to comply with any of the rules may result in loss of ice time and termination of this Agreement.

1. Dressing rooms will be made available to the User up to one hour prior to the User's booking time and must be cleared by the User within 30 minutes following the end of the booking time. Failure to comply with these timelines may result in additional charges to the User.
2. All rentals are payable at the time of booking. Payments must be made to the Town of Bashaw by cheque or cash.
3. Five (5) days advance notice is required to be given in writing to the Town for all cancellations. No booking refund will be given for cancellations made less than five (5) days prior the rental date. Consideration for replacement bookings will be given for cancellations due to inclement weather resulting in hazardous road conditions.
4. Possession and/or consumption of alcohol is strictly prohibited anywhere in the Arena, including in the dressing rooms. Alcohol is only permitted in the Arena during Alberta Gaming and Liquor Commission sanctioned events.
5. Smoking is strictly prohibited anywhere in the Arena, including in the dressing rooms.
6. Anyone under the influence of drugs or alcohol may be refused entry or removed from the premises.
7. Disruptive behavior and loitering are not permitted in the Arena.
8. Groups/individuals are responsible for any damage to the Arena facility or equipment and will be required to pay for any damage. They may also be suspended from future entrance into the Arena and reported to the authorities.
9. Use of profanity, disrespectful or inappropriate language is not permitted in the Arena.
10. Hockey sticks, pucks or other objects are to be used only on the ice. Shooting of pucks, balls or other objects is prohibited in the bleachers, dressing rooms, lobby or hallways of the Arena.
11. Throwing objects onto the ice surface is prohibited.
12. Food or beverages are not permitted on the ice.
13. The wearing or changing of skates in the bleachers is not permitted
14. No one is allowed on the ice during ice resurfacing. All persons will remain off the ice until the Zamboni has left the ice and the gate is closed.
15. The Town of Bashaw and Arena staff are not responsible for lost, stolen or damaged articles.

The Town, including Arena staff, reserves the right to ask any individual or User group, who does not adhere to the rules, to vacate the Arena. A further banning from the Arena may result pending review by the Town.

Schedule C

USER GROUP NAME: _____

DATE SUBMITTED: _____

All ice times are subject to administration approval, ice availability, and the Town’s Arena and Recreational Facility Use and Allocation Policy. Bookings are available on a first come, first serve basis and payment for ice time is due at the time of booking.

Arena will be available for bookings from the first Monday in October until the last Friday in March.

REQUESTED ICE TIMES: WEEKDAY TIME SLOTS

MONTH	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
OCTOBER					
NOVEMBER					
DECEMBER					
JANUARY					
FEBRUARY					
MARCH					

REQUESTED ICE TIMES: TOURNAMENTS, SPECIAL EVENTS, WEEKEND TIME SLOTS

MONTH	SATURDAY	SUNDAY
OCTOBER		
NOVEMBER		
DECEMBER		
JANUARY		
FEBRUARY		
MARCH		

WAIVER FORM
ACKNOWLEDGMENT OF RISK AND RELEASE OF LIABILITY
For members of the _____ (Name of Group) **Over the Age of Majority**
who participate in Arena Activities held at the Bashaw Arena (the "Arena")

WARNING: THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS, READ IT CAREFULLY!

Every Person Must Read and Understand this Waiver Prior to Participating in Arena Activities

The following waiver of all claims, release from all liability, assumption of all risks, agreement not to sue and other terms of this agreement are entered into by me (the "Participant") named below, with, and for, the benefit of the **Town of Bashaw**, including, but not limited to, the Town's employees, volunteers, agents, and the property owners or lessees (the "Town") regarding Arena Activities at the Bashaw Arena. Without limiting the generality of the foregoing, "Arena Activities" includes, but is not limited to, games, practices and tournaments for hockey, shinny hockey and ringette; and practices and competitions for figure skating; public skating; carnivals, and all activities involving the Arena or instructions pertaining to such activities, made available at the Arena to the "Participant".

Initial each item below after Reading and Understanding each item:

- _____ 1. I am executing this waiver with the intent that this waiver be binding on myself for all legal purposes.
- _____ 2. I am aware that there are inherent dangers, hazards and risks (collectively "Risks") associated with "Arena Activities" and injuries resulting from these "Risks" are a common occurrence. I am aware that the "Risks" of "Arena Activities" mean those dangerous conditions which are an integral part of "Arena Activities", including but not limited to:
- (a) the action of any other individual to behave in ways that may result in injury, harm or death to persons around them;
- (b) the potential to collide with other people or objects;
- (c) the potential for other participants to behave in a negligent manner that may contribute to injury to themselves or others;
- _____ 3. I freely accept and fully assume all responsibility for all "Risks" and possibilities of any and all personal injury, death, property damage or loss resulting from my participation in "Arena Activities".
- _____ 4. I agree that it is not possible for the "Town" to make "Arena Activities" completely safe. I accept these "Risks" and agree to the terms of this waiver, even if the "Town" is found to be negligent or in breach of any duty of care or any obligation to myself in my participation in "Arena Activities".
- _____ 5. In addition to consideration given to the "Town" for my participation in "Arena Activities", I and my heirs, next of kin, executors, administrators and assigns (collectively my "Legal Representatives") agree:
- (a) to waive all claims that I have or may have in the future against the "Town";
- (b) to release and forever discharge the "Town" from all liability for personal injury, death, property damage, or loss that I, or my "Legal Representatives" might suffer as a result of my participation in "Arena Activities" due to any cause, including but not limited to negligence (failure to use such care as a reasonably prudent and careful person would use under similar circumstances), breach of any duty imposed by law, breach of contract or mistake or error in judgment of the "Town"; and
- (c) to be liable for and to hold harmless and indemnify the "Town" from all actions, proceedings, claims, damages, costs demands, including court costs and costs on a solicitor and own client basis, and liabilities of whatsoever nature or kind arising out of or in any way connected with my participation in "Arena Activities".
- _____ 6. I agree that this waiver and all terms contained herein are governed exclusively and in all respects by the laws of the Province of Alberta, Canada, in which the "Arena Activities" occur. I hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of Alberta and I agree that no other court can exercise jurisdiction over the terms and claims referred to herein. Any litigation to enforce this waiver will be instituted in the Province of Alberta.
- _____ 7. I confirm that I have had sufficient time to read and understand this waiver in its entirety. I understand that this agreement represents the entire agreement between the "Town" and myself, and it is binding on myself and my "Legal Representatives".

Please Print Clearly

Participant's Name _____ Date of Birth _____

Address _____ City _____ Province _____ Postal _____

Phone No. _____ Email: _____

Signed this _____ day of _____, 20____.

Participant's signature

Witness Signature (print name)

WAIVER FORM --- ACKNOWLEDGMENT OF RISK AND RELEASE OF LIABILITY

**For members of the _____ (Name of Group) Under the Age of Majority
who participate in Arena Activities held at the Bashaw Arena (the "Arena")**

WARNING: THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS, READ IT CAREFULLY!

The Parent/Guardian Must Read and Understand this Waiver Prior to Infant Participating in Arena Activities

The following waiver of all claims, release from all liability, assumption of all risks, agreement not to sue and other terms of this agreement are entered into by me, on behalf of the Infant Participant named below, with, and for, the benefit of the **Town of Bashaw**, including, but not limited to, the Town's employees, volunteers, agents, and the property owners or lessees (the "Town") regarding Arena Activities at the Bashaw Arena. Without limiting the generality of the foregoing, "Arena Activities" includes, but is not limited to, games, practices and tournaments for hockey, shinny hockey and ringette; and practices and competitions for figure skating; public skating; carnivals, and all activities involving the Arena or instructions pertaining to such activities, made available at the Arena to the "Infant Participant".

Initial each item below after Reading and Understanding each item:

- _____ 1. I am the Parent/Guardian of the Infant Participant and am executing this waiver on behalf of the Infant Participant in my capacity as Parent/Guardian and with the intent that this waiver be binding on myself and the Infant Participant for all legal purposes.
- _____ 2. I am aware that there are inherent dangers, hazards and risks (collectively "Risks") associated with "Arena Activities" and injuries resulting from these "Risks" are a common occurrence. I am aware that the "Risks" of "Arena Activities" mean those dangerous conditions which are an integral part of "Arena Activities", including but not limited to:
 - (d) the action of any other individual to behave in ways that may result in injury, harm or death to persons around them;
 - (e) the potential to collide with other people or objects;
 - (f) the potential for other participants to behave in a negligent manner that may contribute to injury to themselves or others;
- _____ 3. I freely accept and fully assume all responsibility for all "Risks" and possibilities of any and all personal injury, death, property damage or loss resulting from the Infant Participant's participation in "Arena Activities".
- _____ 4. I agree that it is not possible for the "Town" to make "Arena Activities" completely safe. I accept these "Risks" and agree to the terms of this waiver on behalf of the Infant Participant, even if the "Town" is found to be negligent or in breach of any duty of care or any obligation to myself or the Infant Participant in the Infant's participation in "Arena Activities".
- _____ 5. In addition to consideration given to the "Town" for the Infant Participant's participation in "Arena Activities", I and my heirs, next of kin, executors, administrators and assigns, as well as the Infant Participant and his/her heirs, next of kin, executors, administrators and assigns (collectively our "Legal Representatives") agree:
 - (d) to waive all claims that the Infant Participant has or may have in the future against the "Town";
 - (e) to release to release and forever discharge the "Town" from all liability for personal injury, death, property damage, or loss that I, the Infant Participant, or our "Legal Representatives" might suffer as a result of the Infant Participant's participation in "Arena Activities" due to any cause, including but not limited to negligence (failure to use such care as a reasonably prudent and careful person would use under similar circumstances), breach of any duty imposed by law, breach of contract or mistake or error in judgment of the "Town"; and
 - (f) to be liable for and to hold harmless and indemnify the "Town" from all actions, proceedings, claims, damages, costs demands, including court costs and costs on a solicitor and own client basis, and liabilities of whatsoever nature or kind arising out of or in any way connected with the Infant's participation in "Arena Activities".
- _____ 6. I agree that this waiver and all terms contained herein are governed exclusively and in all respects by the laws of the Province of Alberta, Canada, in which the "Arena Activities" occur. I hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of Alberta and I agree that no other court can exercise jurisdiction over the terms and claims referred to herein. Any litigation to enforce this waiver will be instituted in the Province of Alberta.
- _____ 7. I confirm that I have had sufficient time to read and understand this waiver in its entirety. I understand that this agreement represents the entire agreement between the "Town", myself as Parent/Guardian, and the Infant Participant, and it is binding on myself, the Infant Participant and our "Legal Representatives".

Please Print Clearly

Infant Participant's Name _____ Date of Birth _____

Parent/Guardian's Name _____ Date of Birth _____

Address _____ City _____ Province _____ Postal _____

Phone No. _____ Email: _____

Signed this _____ day of _____, 20____.

Parent/Guardian signature

Witness Signature (print name)