



**Energyplex Family Recreation Centre Kelowna Inc.
PARTICIPANT CONSENT RELEASE AND INDEMNITY**

General Terms and Conditions Day Camps (release date: 1/17/25)

1. **Cancellation Policy**
 - Cancellations within 2 weeks of the camp date are non-refundable and non-transferable.
 - Cancellations over 2 weeks before the camp date will result in a refund on a Play Card. Play Cards can only be used for general admission, arcade games, laser tag, rock climbing, and Skytrax. Please note Play Cards cannot be used towards the concession, bar, birthday parties, day camps, or group bookings.
2. **Communication and Contact**
 - Cancellations must be submitted via email to customerservice@energyplex.ca.
 - Energyplex reserves the right to cancel the day camp with at least 48 hours' notice via email due to insufficient participants.
 - Emergency contact information must be provided at registration.
3. **Camp Policies**
 - Camp hours are strictly from 9:00 am to 4:00 pm.
 - Sign-in is required at drop-off, during which the name of the individual picking up the child must be provided.
 - The individual picking up the child must present ID to sign the child out.
 - Parents must pick up their child within 30 minutes if the child becomes unwell during camp hours.
 - For participants who have opted out of the lunch program, parents must provide lunch for their children. All lunches must be nut-free to ensure the safety of all participants, staff, and guests in the building.
4. **Medical and Safety**
 - Any medical concerns must be disclosed at registration.
 - Children requiring personal caregivers must have one attend with them.
5. **Behavioral Policy**
 - 3 strike policy – all campers will be explained our 3-strike policy at the beginning of each day to understand expectations. Strike 1 results in a verbal warning for minor disruptive behavior, strike 2 leads to a time-out, and strike 3 results in the camper being sent home for the day, with parents contacted immediately. No refund will be provided for the day your child is sent home. If you have any future dates booked, you will receive a refund on a Play Card minus a \$25 administration fee.
 - If a camper's behavior is consistently disruptive, harmful to others, or poses a safety concern, the Energyplex reserves the right to withhold activities or send the child home at any time, regardless of number of strikes.
 - If a camper is sent home due to disruptive or harmful behavior, they will not be able to attend our day camp again.
6. **Photography and Media Release:** The participant grants Energyplex Family Recreation Centre Kelowna Inc. permission to use photographs, videos, or other media taken during activities for promotional purposes, including but not limited to advertising, social media, and website content. The participant agrees that no compensation will be provided for such use. If the participant does not consent to the use of their image or likeness, they must notify Energyplex in writing prior to participating in activities.
7. **Personal Belongings:** Participants are responsible for their personal belongings brought onto Energyplex premises. Energyplex Family Recreation Centre Kelowna Inc. is not liable for any loss, theft, or damage to personal property, including but not limited to clothing, electronic devices, and valuables.

At the Energyplex Family Recreation Centre Kelowna Inc. (the Energyplex), we are dedicated to providing you and your child a fun, safe and memorable experience. However, on occasion, accidents may happen, therefore we require your prior consent for your family's participation in activities at the Energyplex.

I have read the guidelines and rules issued for the use of the "Energyplex Family Recreation Centre Kelowna Inc.'s premises and equipment, which I understand and I agree to be bound by them. In consideration of your acceptance of my being permitted to use the premises and equipment and/or any activity associated therewith, I agree to RELEASE, SAVE HARMLESS AND INDEMNIFY the "Energyplex Family Recreation Centre Kelowna Inc." and/or its agents from and against all claims, actions, costs and expenses and demands in respect to death, injury, loss or damage to my person or property wheresoever and howsoever caused, arising out of, or in connection with my loss or damage to my person or property wheresoever and howsoever caused, arising out of, or in connection with my use of the premises and equipment notwithstanding that the same may have been contributed to or occasioned by any act or failure to act, including, without limitation, negligence, of the "EnergyPlex Family Recreation Centre Kelowna Inc." and or anyone or more of its agents. I further agree and acknowledge that:



1. The rules and guidelines governing the use of the premises and equipment are solely for that purpose and it remains my sole responsibility to act and govern myself in such a manner as to be responsible for my own and my children's safety;
2. I am aware of the risks inherent in playground activities, inflatable's, rock climbing, Laser tag, Ballistix, SkyTrax, amusement rides, Arcade and video games, etc. Bumps, bruises, strains, scrapes, rope burn, pinches, cuts, colliding into activities/ platforms/ other participants and fatigue etc. can be part of the experience; Not following instructions or guidelines of the staff can lead to serious injury or death.
3. 3. If my child(ren) or anyone else in my household is sick of Covid-19 or has/have been in close contact with a person having Covid-19, or has fly like symptoms/cough/runny nose/fever, I will not send in my child(ren) to the Energyplex day camp.
4. Being fully aware of these dangers, and the use of such premises, facilities and equipment and I assume the risks and waive notice of all conditions, dangers or otherwise relating to or arising out of such use I voluntarily consent to the aforementioned person(s) participating in any and all activities and programs at the Energyplex Family Recreation Centre Kelowna Inc., and I ACCEPT ALL RISKS associated with those activities and programs.

I further agree to HOLD HARMLESS AND INDEMNIFY the "Energyplex Family Recreation Centre Kelowna Inc." and its agents from any and all actions, claims, demands, losses, judgments or costs of any nature to any third party resulting from my use of the premises and equipment herein and I agree not to make any claims or take any proceedings against any other person, society, corporation or other legal entity who might claim contribution or indemnity from the "Energyplex Family Recreation Centre Kelowna Inc." and/or its agents in respect of matters which are the subject of this Release. I agree that this Release shall bind my heirs, executors, administrators and assigns. I confirm that I am the full age of nineteen years and I have read this Release and understand it.

Date: _____

Child name: (please print) _____ Age: _____

Parent/Guardian name: (please print) _____

Signature: _____

Energyplex Witness Signature: _____