



## 2023 Terms & Conditions

I as a registering member and or a TYAH (Tennis Young at Heart) program participant in Mohawk Park Tennis Club's (MPTC) membership, programs, classes and events including all partners and affiliates including Top Spin – The Winning Edge, recognize that physical activity, by its very nature, carries with it certain dangers and risks that cannot be eliminated regardless of the care taken to avoid injuries; that although activities may not be strenuous, injuries or medical complications may occur; that my balance and physical coordination may affect the occurrence of accidents or falls. I acknowledge that if I feel there is a potential risk that may affect my safety and others that I will advise Mohawk Park Tennis Club and or affiliates/ partners immediately.

I acknowledge that there are risks associated with me or as a parent or legal guardian of the individual(s) registered or their participation in the membership and/or program(s). In the event of any injuries, I hereby authorize any medical treatment deemed necessary to me, or to the parties I am responsible for while participating or in attendance of any activity. I agree to pay all costs of medical services incurred on my behalf.

As a condition of any participation in any membership and/or program(s), activities, events and or tournaments, I hereby give MPTC and Top Spin – The Winning Edge, and its designees the right in perpetuity, for the purpose of promotion and/or advertising, without any additional compensation payable to me, to make, use, show and/or license for any and all purposes, in a commercial and/or non-commercial manner, still pictures and motion pictures/recordings taken of me or my child during the program or otherwise in any and all media known or hereafter devised, including, without limitation, print, film, radio, television and the Internet.

As a further condition of participating in the program, and to the maximum extent permitted by law, I, on behalf of myself and my executors, administrators, heirs, personal representatives, successors and assigns, release, waive, hold harmless and discharge Mohawk Park Tennis Club, Top Spin - The Winning Edge and its designees in any manner connected with any such programs, events and/or other related activities, including, without limitation, the employees, officers, directors, agents and (the "Released Parties"), from any and all claims and demands of every kind, nature and character for any losses, injuries or damages that I or my child may sustain, directly or indirectly, arising from or participating in any program, event and/or any other related activities on any legal theory whatsoever, regardless of whether caused by the negligence of the Released Parties (the "Released Claims").

Mohawk Park Tennis Club cannot guarantee that I or my child will not become infected with coronavirus. Further, attending group physical activities could increase my risk of contracting coronavirus and other viruses, despite all preventative measures put in place.

To the maximum extent permitted by law, I hereby covenant and agree that I will not bring or be a party to any legal action or claim against the Released Parties for any reason based on any of the Released Claims. I agree to indemnify and hold harmless each of the Released Parties from any and all liabilities, claims, actions, damages, expenses, losses and costs of any kind (including, without limitation, legal fees and costs) caused by or arising out of my/our/their participation in any program, event and/or related

activities, including, without limitation, my breach of any provision of this Consent and Waiver and any damages caused by me and or the party that I am responsible for.

## Harassment Policy

Mohawk Park Tennis Club is committed to ensuring a facility and club culture free of harassment, bullying, and discrimination. In pursuit of this, Mohawk Park Tennis Club will not tolerate any harassment, bullying, or discrimination within the facility at 2409 Delkus Crescent, Mississauga Ontario or at another location held physically or virtually that was hosted by the organization. Mohawk Park Tennis Club is further committed to investigating any complaints regarding harassment, bullying, and/or discrimination, using the method of progressive discipline, from members and program participants alike up to and including the point of removal of access to membership, events and/or from programs.

Please ensure that you have read all of the harassment policy and complaint procedure here:

<https://mohawkparktennis.org/terms>

By participating as a club member or a TYAH (Tennis Young at Heart) program participant in MPTC's membership, programs, classes and events including all partners and affiliates including Top Spin – The Winning Edge, I acknowledge that I have received, read, and understand the ANTI-HARASSMENT CLUB POLICY of Mohawk Park Tennis Club. I understand that failure to comply with the policy could result in appropriate action up to and including the termination of your enrolment.

## Consent to Photograph/Video Photo/Video Release Authorization

By participating as a club member or a TYAH (Tennis Young at Heart) program participant, I give permission to Mohawk Park Tennis Club, and/or parties designated by Mohawk Park Tennis Club to photograph/video me and use such photograph(s)/video(s) in all forms of media, for any and all educational purposes including advertising, display, audiovisual, exhibition or editorial use. My name will not be released to anyone unless I choose to share my name with media. If I have no interest in being photographed or recorded, I will advise MPTC and/or remove myself from being in full view of any recording activities.

## Refund Policy

REGISTRATIONS WILL BE ACCEPTED ONLINE AND ALL NEW MEMBERS MUST MEET BOARD MEMBERS AND/OR CLUB PRO IN PERSON ONLY (**NO PROXY**) TO VALIDATE RESIDENCY & CHECK ID.

Contact **Katherine McInnis**: [membership@Mohawkparktennis.org](mailto:membership@Mohawkparktennis.org) **Ravi DeSouza**: [clubpro@mohawkparktennis.org](mailto:clubpro@mohawkparktennis.org) or 416-835-SPIN (7746)

If I proceed to apply for membership at Mohawk Park Tennis Club for the 2023 season, I confirm that I have carefully read, and agree to all the terms and conditions, club rules and policies that apply to myself, my partner, child and or family. <https://mohawkparktennis.org/membership>

There will be no refunds issued once you submit your 2023 membership form and payment or if your membership has been revoked or suspended due to failure of adhering to the club rules and polices.

I understand that my membership (if applicable) may be revoked or suspended without any reimbursement if a legitimate complaint is brought forth against me by another member or by a resident of the City of Mississauga. I also understand that the above rules and policies may be amended any time and it is my responsibility to inform myself and my family of any updates by checking the website or information board at the club

**IF PARTICIPANT IS UNDER 18 YEARS OF AGE:** I represent and warrant that I am the parent or legal guardian of the above-named participant (the “Minor”) and that I have read and understood the foregoing Consent and Waiver. I fully consent to and voluntarily authorize the Minor to execute said Consent and Waiver. I acknowledge and agree that all representations, consents, agreements, grants, waivers, authorizations, indemnifications, and releases herein shall be regarded as made by me on behalf of the Minor and shall be binding on me and the Minor.

### **Disclaimer**

Mohawk Park Tennis Club, Top Spin-The Winning Edge, MPTC directors, volunteers (the City of Mississauga) are not responsible for any personal injuries/ equipment loss/damages and are not in any way liable to any risks to COVID-19, occurred during my membership (if applicable), my participation in any of the 2023 tennis programs and/or health and wellness activities.