UNLIMITED PLAY MEMBERSHIP

66 Arrow Road, Unit D, Guelph, Ontario, N1K 1T4 519-823-8998 www.tinytownguelph.com



To apply for membership please complete all questions.

Parent/ Guardian I	Name (First & Last) Phone Number
E-Mail	<u>.</u>
Address	
City	Postal Code
: Child's Name (Firs	& Last) Child's Name (First & Last)
Child's Name (Firs	& Last) I would love to receive emails from Tiny Town about their latest events and exciting deals.
	99 per month, plus tax, and experience the ultimate in membership perks. Indivisits during our operating hours, be the first to know about all the hottest events, and receive discounts for ticketed special events.
	For just \$11.99 plus tax per month, your sibling can join too!
	nd that things can change, so if you ever need to cancel your membership, just give tten notice to info@tinytownguelph.com at least 30 days prior to cancellation
Credit Card	Information
Card Type:	VISA MASTERCARD AMEX
Card Number:	
Name On Card:	
Expiry Date:	CVV: Postal Code:
Signature:	Date:

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Terms & Conditions

Welcome to Tiny Town Children's Discovery Centre.

To ensure that Tiny Town is able to provide a safe and comfortable environment for all members, guests and staff, please assist us by complying with the following conditions. We advise you to only sign this Agreement if you understand and agree to abide with these conditions. The information outlined in these terms and conditions can and will be used in the event of a discrepancy.

1. INTRODUCTION

By signing the Agreement you acknowledge and agree:

You have been given a copy of this Agreement and agree to abide by your obligations in it; and

You are solely responsible for the behaviour and actions of the children you bring into the facility.

This Agreement also relates to your authority to Square Payment Company or other debiting agent nominated by Tiny Town to charge your credit card for any installments or fees due under the terms and conditions of this Agreement.

2. MEMBERSHIP

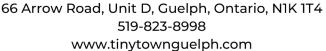
This section constitutes an Agreement summary for understanding our membership. We note that this Agreement is subject to a cooling-off period; under which you may end the Agreement at any time within 7 business days after the day on which the Agreement is signed.

The following access benefits apply to members who join on or after December 1st, 2023:

\$24.99 + tax per month, billed automatically

- Enjoy unlimited visits during our operating hours (capacity limits still apply)
- First to know about upcoming events
- Discounts for our Tickets Special Events.
- The option to add a sibling(s) for \$11.99 + tax per month per sibling
- We understand that things can change, so if you ever need to cancel your membership, just give us a written notice at least 30 days prior to cancellation.

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3. ACCESS

All members must provide their full name upon entry to Tiny Town at every visit. A signed waiver must be provided at time of registration and will be kept on file until December 31, 2024.

4. GENERAL CONDITIONS OF ENTRY & CLUB CODE

To assist us in maintaining a safe and comfortable environment for all members, guests and staff, you are required to abide by the following conditions. Failure to abide by these conditions may result in the suspension or termination of your membership.

ENTRY: Entry will be refused or you may be requested to leave if:

- You or your children are using abusive or threatening language or behaving in a threatening or dangerous way; or
- You behave in another way that is considered by Tiny Town to be risky or seriously inappropriate.

NON-SMOKING: We are a non-smoking facility. The smoking of cigarettes or electronic cigarettes (e-cigarettes or vapes) on our property is strictly prohibited. If you must smoke, please do so off property and out of sight of the children enjoying our facility.

SUITABLE CLOTHES: All members and guests must wear socks or indoor shoes when inside our facility. Socks are available for purchase at the front desk in the event you forget. We do not allow clothes with offensive images or inappropriate advertising.

CAMERA USE: Taking photos or videos of other guests without their consent is a breach of our terms and conditions.

PARKING: You may park in our parking lot on our premises at your own risk. To the extent permitted by law, we are not liable for any loss or damage to your vehicle or its contents.

5. USE OF TOYS

You and your family are required to treat our toys and equipment with respect. (ie. no throwing toys, removing fixtures from the walls, removing toys from the facility etc).

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6. VALUABLES AND LOST PROPERTY

- To the extent permitted by law, Tiny Town employees or contractors are not responsible for any loss of, or damage to, personal property from the facility. We also recommend that you keep all valuables with you while enjoying our space.
- Tiny Town is unable to look after your personal possessions (keys and wallets for example) whilst you are in the facility.
- Strollers are not permitted inside the playcentre for health and safety reasons.

7. MEMBERSHIP ENTITLEMENTS

Membership at Tiny Town Children's Discovery Centre entitles you to:

- Come and play as many times as you wish, subject to our operating hours and capacity limits.
- First access to Ticketed Events.
- Discounts on Ticketed Events
- Tiny Town reserves the right to make changes to the toys supplied in the centre at any time.

8. CHILDREN

- All children must be supervised while playing at Tiny Town.
- A responsible adult must remain on the same floor as the child/children at all times.

9. LEGAL RESPONSIBILITY

MEETING YOUR RESPONSIBILITIES

- Your responsibilities, including payment of membership fees, do not depend on how often you use the facility.
- You must tell us about anything that affects your membership, and any changes to your contact information and credit card details.

10. OVERDUE FEES & REVOCATION OF MEMBERSHIP ENTITLEMENTS

If there are repeated failures to meet your payment obligations (other than through the fault of Tiny Town or its payment provider), without prejudicing Tiny Town's rights to recover any overdue payments, your membership may be suspended or terminated by written notice to you. All entitlements and entry into Tiny Town may be revoked if your account is in arrears and you fail to resolve the debt after being provided reasonable notice.

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If the automatic payment to your credit card is declined the following process will apply:

- Tiny Town will attempt to contact you about retrying the card.
- If you fail to pay us the fees by the due date, we are entitled to refuse you entry to the facility.
- If unpaid fees remain outstanding and after attempts by us to rectify the arrears, your membership may be forwarded to a collection agency for further action.

11. CANCELLATION / TERMINATION

A cancellation request should be provided to the facility as follows:

COOLING OFF PERIOD

- Your membership is subject to a seven (7) business days cooling off period.
- The cooling off period starts from the date the Agreement is entered into (the date the Agreement is signed) and ends at close of seven (7) business days later.
- Your membership can be cancelled during the cooling off period by contacting us via email, info@tinytownguelph.com

• TERMINATION BY THE CLUB:

- Tiny Town reserves the right to terminate this Agreement in any of the following circumstances:
- You fail to abide by any of the criteria listed in the conditions of entry after being notified of any failure;
- You fail to abide by the obligations listed in this Agreement and the breach/noncompliance is incapable of remedy or you fail to remedy the breach/ noncompliance within 14 days of being notified by Tiny Town Children's Discovery Centre or you continue to breach this Agreement;
- If we reasonably believe that you or your children have engaged in conduct that infringes on the health, safety or well being of any other members, guests or staff; or
- To protect the health and safety of you or other members, guests or staff.

• TERMINATION BY THE MEMBER

 Members are permitted to terminate this Agreement by providing 30 days written notice to michelle@tinytownguelph.com

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12. ADDITIONAL SAFETY MEASURES

Your safety and the safety of other members, guests and our staff is of utmost importance to us and we may, from time to time, introduce reasonable health and safety measures (including for example temperature checks prior to accessing our facilities in response to COVID-19) to ensure your safety and safety of other members, guests and our staff. If we make any reasonable health and safety measures a condition of entry and you refuse to comply with these measures, you may not be permitted to enter the facility at our discretion unless a medical exemption applies (and we are provided with appropriate supporting documents).

13. STAYING UP TO DATE WITH YOUR TERMS

We may sometimes change our terms and conditions. This includes changing our operating hours, its services and facilities and membership fees. We do not reduce your membership fees because our facility is closed for renovations, repairs or for a public holiday.

If we reasonably consider that any change to the terms and conditions is likely to benefit you or be of no, or immaterial, detriment to you, we can make the change immediately and do not need to notify you.

For all other changes, we give you at least 30 days notice of any changes, for instance by:

- Publishing them in our newsletter or on our website; or
- Placing a notice in the facility; or
- Calling you or writing to the address (post or email) you last gave us.

14. PRIVACY POLICY

Your personal information will only be used by Tiny Town Children's Discovery Centre or Square Payment Company in accordance with the provision of their Privacy Statements.

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MARKETING PERMISSIONS

We sometimes film or photograph the facility so it is possible you will appear in the background. By signing your Agreement, you allow us to use your image in promotional and other business-related material.

Tiny Town will use the contact details you have provided above to contact you about your membership. Tiny Town, Tiny Town will not provide your personal information or contact details to unrelated third parties. You can change your mind at any time about receiving marketing materials by contacting Tiny Town Children's Discovery Centre at info@tinytownguelph.com

Members Name:	
Signature:	Date:
Witness Name:	-
Signature:	Date:

LIABILITY WAIVER

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To gain entry into the play area or participate in any party and/or program at Tiny Town Children's Discovery Centre, located at 66 Arrow Road, Unit D, Guelph, Ontario, the undersigned, representing themselves and the minors indicated below, acknowledge, appreciate, agree, and fully comprehend the risks and hazards involved in entering and/or participating in any of the activities conducted at Tiny Town Children's Discovery Centre. By signing this agreement, I confirm the following:

- I will adhere to all stated and customary terms, posted safety signs, rules, and verbal instructions as conditions for play and participation in any party and/or program at Tiny Town Children's Discovery Centre.
- I agree to bear the cost of all damages to the facilities at Tiny Town Children's Discovery Centre due to myself or the listed minors' negligent, reckless, or wilful actions.
- I will immediately notify the closest Tiny Town Children's Discovery Centre employee or official of any observed hazards.
- I am aware and understand that there are inherent risks of injury, including, without limitation, scrapes, bruises, cuts, and even more severe injuries such as paralysis or death, while participating in activities at Tiny Town Children's Discovery Centre.
- I acknowledge all risks involved in participating in activities at Tiny Town Children's Discovery Centre, including risks arising from the negligence of other participants.
- I assume full responsibility for any personal injury to myself and the listed minors, as well as our respective heirs, assigns, administrators, personal representatives, and next of kin, and waive, release and discharge Tiny Town Children's Discovery Centre programs, activities, parties, and/or the use of the facilities of Tiny Town Children's Discovery Centre.
- This waiver and release shall apply to all risks, known and unknown, even if resulting from negligent actions of other guests or employees of Tiny Town Children's Discovery Centre.
- Each participant must have a waiver form signed, either by themselves or, if under the age of 18, by a parent/legal guardian or designated representative. Without a signed waiver, participation in Tiny Town Children's Discovery Centre programs, parties and/or use of the play areas is prohibited.
- I will not hold Tiny Town Children's Discovery Centre responsible for lost or stolen items I choose to bring into the facility.

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The "Rules of Play" include but are not limited to:

- · Socks must be worn at all times.
- Adults must supervise children at all times.
- Food must be consumed in the designated snack area and all food must be peanut/nut-free.

I attest that I am the parent or legal guardian of the minor(s) listed below or have received permission from the parent/legal guardian of the minor(s) to execute this agreement on their behalf.

I confirm that the participants are healthy and physically capable of participating in any and all activities undertaken.

I consent to the reproduction, use, and distribution of pictures, videos, and sound for the purpose of promotion and advertising to be used in electronic, print, and social media.

Child/Children's Name(s):		
Parents Name:		
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Signature:	Date:	