

## **Pearlgate Track and Field Club**

### **Equipment Use Agreement and Waiver of Liability**

#### **1. Membership Terms**

The Pearlgate Unaffiliated Equipment Access Membership ("Membership") grants non-members conditional access to equipment and facilities at the Pearlgate Track and Field Club ("Pearlgate").

Membership is non-transferable and valid only for the named registrant.

Access is limited to designated drop-in times, which are subject to change without prior notice and may not align with publicly posted hours or communications.

All members must check in with a Pearlgate staff member, coach, or authorized volunteer, and present valid proof of membership prior to using any equipment. Failure to do so will result in denied access.

#### **2. Assumption of Risk**

Participation in physical activities and use of sports equipment and facilities involves inherent risks, including but not limited to serious injury, permanent disability, property damage, or death.

All such risks, whether known or unknown, foreseeable or unforeseeable, including those arising out of the actions, inactions, or negligence of Pearlgate, its representatives, or other participants, are voluntarily assumed in full by the user.

#### **3. Waiver and Release of Liability**

In consideration of being granted access to Pearlgate facilities and equipment, users fully waive, release, and discharge Pearlgate Track and Field Club, its directors, officers, employees, coaches, volunteers, agents, affiliates, and representatives (collectively, the "Released Parties") from any and all claims, liabilities, demands, actions, or causes of action, whether in law or equity, related to any injury, illness, death, or property damage sustained while using Pearlgate's facilities or equipment.

This release applies even if such loss is caused by the negligence or fault of Pearlgate or the Released Parties, to the fullest extent permitted by law.

#### **4. Indemnification**

Users agree to indemnify, defend, and hold harmless the Released Parties from and against any and all losses, damages, claims, costs, and expenses (including legal fees) arising out of their use of Pearlgate facilities or equipment, or resulting from any breach of this agreement.

## **5. Responsibility for Equipment Damage**

Users are financially responsible for any damage caused to Pearlgate equipment or property, whether by accident, misuse, or negligence, and regardless of fault.

Repair or replacement costs must be paid in full within 14 days of notice. Failure to comply will result in the suspension of all Pearlgate memberships associated with the user and may lead to further collection or legal action.

## **6. Use by Minors**

Participants under the age of 18 must be accompanied by a parent or legal guardian at all times during use of facilities and equipment.

The parent or guardian assumes full legal responsibility for the actions of the minor and accepts all terms of this agreement on the minor's behalf.

## **7. Equipment Definition**

"Pearlgate equipment" includes all equipment located at the Pearlgate Track Facility, regardless of actual ownership.

## **8. Governing Law and Severability**

This Agreement is governed by the laws of the Province of Newfoundland and Labrador and the federal laws of Canada applicable therein.

If any provision of this Agreement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.