



Terms and Conditions, Waiver, Release of Liability, Assumption of Risk & Program Policy Agreement

This Terms and Conditions, Waiver, Release of Liability, Assumption of Risk, and Program Policy Agreement applies to all participants enrolled in or participating in any SkatingHour Corp. ice skating, roller skating, inline skating, learn-to-skate program, class, camp, private lesson, group lesson, trial session, drop-in session, event, or related activity operated, organized, hosted, or supervised by SkatingHour Corp.

By registering for, enrolling in, attending, making payment for, or participating in any SkatingHour Corp. program, the participant and/or the participant's parent or legal guardian confirms that they have carefully read, understood, and agreed to the terms, conditions, policies, waiver, release of liability, and assumption of risk stated below.

1. Participant Information and Responsibility

The participant and/or parent/legal guardian confirms that the participant is physically able to take part in skating activities, including ice skating, roller skating, or inline skating.

The participant and/or parent/legal guardian is responsible for informing SkatingHour Corp. before the start of the program of any medical condition, injury, disability, allergy, physical limitation, behavioural concern, or other issue that may affect the participant's ability to safely participate.

SkatingHour Corp. reserves the right to refuse participation or remove a participant from a class if, in the opinion of SkatingHour Corp., its coaches, staff, volunteers, contractors, or representatives, the participant's participation may create a safety risk to themselves, other participants, coaches, staff, volunteers, or the facility.

2. Acknowledgment of Risk

The participant and/or parent/legal guardian understands and agrees that skating activities, including ice skating, roller skating, and inline skating, are physical activities that involve inherent and unavoidable risks. These risks exist even when reasonable care, instruction, supervision, safety rules, and protective equipment are used.

The participant and/or parent/legal guardian understands that these risks may include, but are not limited to:

- Slips, trips, falls, or loss of balance;
- Collisions with other participants, coaches, staff, volunteers, spectators, rink boards, walls, barriers, cones, equipment, or other objects;
- Contact with ice, floor surfaces, rink boards, walls, barriers, or facility structures;
- Sudden movement or unpredictable actions of other participants;
- Crowded class conditions or shared skating space;
- Uneven, wet, dusty, slippery, icy, rough, or changing skating surfaces;
- Equipment failure, improper equipment fit, loose wheels, worn brakes, broken laces, damaged helmets, dull blades, improper blade sharpening, or other gear-related issues;
- Difficulty stopping, turning, balancing, gliding, or controlling speed;
- Physical contact during group activities or instruction;
- Fatigue, dehydration, dizziness, overexertion, cold exposure, or loss of coordination;
- Accidents during warm-ups, drills, games, demonstrations, practice time, or free-skating time;
- Negligence, carelessness, or unsafe behaviour of other participants or third parties;
- Emergency situations that may occur before, during, or after the class.

The participant and/or parent/legal guardian understands that participation may result in injury, including but not limited to:

- Bruises, cuts, scrapes, or abrasions;
- Sprains, strains, or pulled muscles;
- Broken bones or fractures;
- Dental injuries;
- Eye or facial injuries;
- Concussions or other head injuries;
- Neck, back, or spinal injuries;
- Paralysis;
- Permanent disability;
- Emotional distress;
- Property damage or loss;
- Death.

The participant and/or parent/legal guardian understands that these risks cannot be completely eliminated.

By participating, the participant and/or parent/legal guardian voluntarily accepts and assumes all risks, known and unknown, associated with participation in SkatingHour Corp. programs.

3. Participant Equipment Responsibility

Participants are required to bring their own skates, helmet, and safety/protective gear for all SkatingHour Corp. programs, unless SkatingHour Corp. has clearly confirmed otherwise in writing.

SkatingHour Corp. does not provide, rent, inspect, repair, maintain, fit, adjust, recommend, or approve any participant's personal skating equipment, including but not limited to:

- Ice skates;
- Roller skates;
- Inline skates;
- Helmets;
- Gloves;
- Wrist guards;
- Knee pads;
- Elbow pads;
- Protective padding;
- Snow pants or protective clothing;
- Any other safety or protective gear.

It is the full responsibility of the participant and/or the parent/legal guardian to ensure that all equipment is:

- The correct size and fit for the participant;
- Appropriate for the type of skating activity;
- Safe and suitable for use;
- In good working condition;
- Properly worn and secured before participation;
- Maintained, checked, and adjusted before each class.

For ice skating programs, participants and/or parents/legal guardians are responsible for ensuring that skates are properly fitted, tied, maintained, and sharpened as needed.

For roller skating or inline skating programs, participants and/or parents/legal guardians are responsible for ensuring that skates, wheels, brakes, buckles, straps, laces, and all related parts are safe and suitable for use.

SkatingHour Corp., its coaches, staff, volunteers, contractors, representatives, directors, officers, and affiliates are not responsible for any injury, accident, loss, damage, or claim arising from the use, misuse, poor fit, incorrect size, improper adjustment, defect, failure, or condition of a participant's personal equipment.

Any equipment guidance, examples, links, brand names, sizing comments, or general suggestions shared by SkatingHour Corp., its coaches, staff, volunteers, or representatives are provided for general informational purposes only.

Such information is not professional equipment advice, product approval, product endorsement, guarantee, warranty, safety certification, or confirmation that the equipment is suitable for any specific participant.

Participants and/or parents/legal guardians are responsible for making their own independent decisions when purchasing, selecting, fitting, adjusting, maintaining, or using skates, helmets, and safety gear.

SkatingHour Corp. does not accept responsibility or liability for any decision made by a participant or parent/legal guardian based on general equipment suggestions, examples, or information provided by SkatingHour Corp. or its representatives.

A helmet is mandatory for all participants unless SkatingHour Corp. clearly states a different requirement in writing for a specific program. Participants will not be allowed to participate without the required helmet.

Additional protective equipment may be required or strongly recommended depending on the program type. This may include gloves, wrist guards, knee pads, elbow pads, snow pants, or other protective gear.

If a participant arrives without the required equipment, with improperly fitted equipment, with damaged equipment, or with equipment that appears unsafe or unsuitable, SkatingHour Corp. reserves the right to refuse participation for safety reasons.

No refund, credit, transfer, or make-up session will be provided if participation is refused due to missing, unsafe, unsuitable, damaged, or improperly fitted equipment.

4. Rules, Conduct, and Safety Instructions

The participant agrees to follow all instructions, safety rules, class procedures, and directions given by SkatingHour Corp., its coaches, staff, volunteers, contractors, and facility representatives.

Participants must behave in a safe, respectful, and appropriate manner at all times.

Unsafe behaviour may include, but is not limited to:

- Pushing, shoving, racing, or intentionally colliding with others;
- Skating too fast for the class level or space available;
- Not listening to coaches, staff, volunteers, or facility representatives;
- Leaving the assigned class area without permission;
- Removing required safety equipment;
- Using equipment improperly;
- Distracting or interfering with other participants;
- Disrespectful, aggressive, or disruptive behaviour;
- Participating in activities not instructed or approved by the coach;
- Using phones or personal devices during class in a way that creates a safety risk.

SkatingHour Corp. reserves the right to remove any participant from a class, session, or program if the participant's behaviour creates a safety concern, disrupts the learning environment, or places themselves or others at risk.

No refund, credit, transfer, or make-up session will be provided if a participant is removed due to unsafe, disruptive, disrespectful, or inappropriate behaviour.

5. Release of Liability and Waiver of Claims

To the fullest extent permitted by law, the participant and/or parent/legal guardian releases, waives, and discharges SkatingHour Corp., including its directors, officers, employees, coaches, instructors, assistants, volunteers, contractors, representatives, agents, program partners, facility owners, facility operators, landlords, municipalities, sponsors, and affiliates from any and all claims, demands, damages, losses, liabilities, costs, expenses, actions, or causes of action arising out of or related to participation in any SkatingHour Corp. program or activity.

This release includes, but is not limited to, claims arising from:

- Personal injury;
- Illness;
- Accident;
- Death;
- Property damage;
- Loss of personal belongings;
- Equipment failure;
- Poorly fitted or unsuitable equipment;
- Facility conditions;
- Ice conditions;
- Floor or skating surface conditions;
- Participant conduct;
- Actions or omissions of other participants or third parties;
- Emergency response or medical treatment;
- Cancellation, rescheduling, relocation, or program changes.

The participant and/or parent/legal guardian understands and agrees that they are giving up certain legal rights, including the right to sue SkatingHour Corp. or the released parties for claims arising out of or related to participation, except where such release is not permitted by law.

6. Medical Treatment and Emergency Authorization

In the event of an accident, injury, illness, or emergency, the participant and/or parent/legal guardian authorizes SkatingHour Corp., its coaches, staff, volunteers, contractors, or representatives to seek emergency medical assistance if deemed necessary.

This may include contacting emergency services, calling 911, contacting the parent/legal guardian or emergency contact, or taking other reasonable steps to protect the participant's health and safety.

The participant and/or parent/legal guardian understands that SkatingHour Corp. does not provide medical diagnosis or medical treatment and that first aid may be limited to basic assistance.

The participant and/or parent/legal guardian accepts full responsibility for any medical costs, ambulance fees, treatment costs, or related expenses that may arise from participation.

7. Program Structure and Class Placement

SkatingHour Corp. may group participants based on age, ability, experience, confidence level, class size, safety requirements, coach availability, and program needs.

Class placement is at the discretion of SkatingHour Corp. and may be changed during the program if needed for safety, learning progress, or operational reasons.

SkatingHour Corp. does not guarantee that participants will be placed with a specific coach, group, friend, sibling, or skill level.

Progress may vary by participant. SkatingHour Corp. does not guarantee that a participant will achieve a specific skating level, skill, certificate, result, or outcome by the end of the program.

8. Cancellation, Refund, Credit, and Make-Up Policy

All registrations, classes, sessions, and program fees are final, non-refundable, and non-transferable.

No refunds, credits, transfers, or make-up sessions will be provided for missed classes or non-attendance for any reason, including but not limited to:

- Illness;
- Injury;
- Family emergency;
- Personal schedule conflicts;
- School events;
- Work conflicts;
- Travel;
- Vacations;
- Traffic;
- Weather-related personal travel delays;
- Late arrival;
- Forgetting class time or location;
- Failure to bring skates, helmet, or required equipment;
- Unsafe, damaged, or improperly fitted equipment;
- Participant refusal to join the class;
- Change of mind after registration.

Missed classes cannot be transferred to another participant, sibling, family member, friend, location, season, or future program unless SkatingHour Corp. agrees in writing at its sole discretion.

SkatingHour Corp. reserves the right to cancel, reschedule, relocate, combine, or modify classes due to low enrollment, coach availability, facility issues, permit changes, weather concerns, safety concerns, emergencies, or circumstances beyond its control.

If SkatingHour Corp. cancels or reschedules a class, SkatingHour Corp. may, at its discretion, provide a rescheduled class, class credit, or other reasonable alternative. Refunds are not guaranteed unless required by law or confirmed in writing by SkatingHour Corp.

9. Late Arrival and Attendance

Participants are expected to arrive on time and be ready before the class begins.

Late arrival may affect the participant's ability to safely join the class.

SkatingHour Corp. reserves the right to refuse entry to a participant who arrives late, misses warm-up, or cannot safely join the class after it has started.

No refund, credit, transfer, or make-up session will be provided for late arrival or denied participation due to late arrival.

10. Facility Rules and Third-Party Locations

SkatingHour Corp. programs may take place at facilities owned or operated by third parties, including arenas, rinks, gyms, community centres, schools, private facilities, or municipal facilities.

Participants and parents/legal guardians must follow all facility rules, posted signs, staff directions, parking rules, entry rules, and safety requirements.

SkatingHour Corp. is not responsible for facility conditions, parking issues, building access, washroom conditions, public areas, lost items, or the actions or omissions of facility owners, operators, employees, municipalities, landlords, or other third parties.

11. Personal Belongings

Participants and families are responsible for their own personal belongings, including skates, helmets, protective gear, water bottles, phones, bags, clothing, and valuables.

SkatingHour Corp. is not responsible for lost, stolen, misplaced, or damaged personal property.

12. Photo, Video, and Media Consent

SkatingHour Corp. may take photos or videos during classes, programs, or events for safety, training, promotional, educational, or social media purposes.

By participating, the participant and/or parent/legal guardian gives permission for SkatingHour Corp. to use photos or videos of the participant for promotional, advertising, social media, website, training, or educational purposes, unless written notice is provided to SkatingHour Corp. before the program begins.

Parents/legal guardians who do not consent to photos or videos must notify SkatingHour Corp. in writing before the first class.

13. Parent/Guardian Responsibility for Minors

For participants under the age of 18, a parent or legal guardian must complete and agree to this Terms and Conditions, Waiver, Release of Liability, Assumption of Risk, and Program Policy Agreement on behalf of the minor participant.

The parent/legal guardian confirms that they have the legal authority to sign this agreement and accept these terms on behalf of the minor participant.

The parent/legal guardian agrees to explain the safety rules and risks of participation to the minor participant in a way the participant can understand.

The parent/legal guardian remains responsible for the participant before and after the scheduled class time, including drop-off, pick-up, supervision outside the class area, and behaviour in public or facility areas.

SkatingHour Corp. is responsible only for the organized instruction during the scheduled class time and within the designated class area.

14. Health, Illness, and Participation

Participants should not attend class if they are sick, injured, or unable to safely participate.

Participants should not attend if they have symptoms that may put others at risk, including fever, contagious illness, vomiting, or other health concerns.

If a participant attends class while sick, injured, or unable to safely participate, SkatingHour Corp. may refuse participation or remove the participant from the class.

No refund, credit, transfer, or make-up session will be provided for missed classes due to illness, injury, or health-related absence.

15. Indemnification

The participant and/or parent/legal guardian agrees to indemnify and hold harmless SkatingHour Corp. and the released parties from any claims, demands, damages, losses, liabilities, costs, or expenses, including legal fees, arising out of or related to:

- The participant's actions or behaviour;
 - The participant's failure to follow rules or instructions;
 - The participant's use of unsafe, improper, damaged, defective, unsuitable, or poorly fitted equipment;
 - Any injury or damage caused by the participant to another person or property;
 - Any claim brought by or on behalf of the participant, parent/legal guardian, family member, or third party in connection with participation.
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16. Understanding and Agreement

The participant and/or parent/legal guardian confirms that:

- They have read this Terms and Conditions, Waiver, Release of Liability, Assumption of Risk, and Program Policy Agreement carefully;
- They understand that ice skating, roller skating, and inline skating involve risks;
- They understand that injuries, including serious injuries or death, may occur;
- They understand that they are giving up certain legal rights by signing or accepting this agreement;
- They understand that SkatingHour Corp. does not provide, inspect, fit, approve, recommend, or take responsibility for personal skating equipment;
- They understand that all skates, helmets, and safety gear are the responsibility of the participant and/or parent/legal guardian;
- They understand and agree to the cancellation, refund, credit, make-up, attendance, equipment, and safety policies;
- They are signing or accepting this agreement voluntarily;
- They have had the opportunity to ask questions before participating.

By signing this agreement, completing registration, making payment, or participating in a SkatingHour Corp. program, the participant and/or parent/legal guardian confirms full acceptance of all terms stated in this Terms and Conditions, Waiver, Release of Liability, Assumption of Risk, and Program Policy Agreement.

17. Registration Confirmation Statement

By registering for any SkatingHour Corp. ice skating, roller skating, or inline skating program, the participant and/or parent/legal guardian acknowledges that they have read, understood, and agree to the SkatingHour Corp. Terms and Conditions, Waiver, Release of Liability, Assumption of Risk, Equipment Responsibility, and Cancellation Policy.

The participant and/or parent/legal guardian understands that skating activities involve risk, including the risk of serious injury. The participant and/or parent/legal guardian also understands that SkatingHour Corp. does not provide, inspect, fit, approve, recommend, or take responsibility for skates, helmets, or safety gear, and that all equipment decisions are the responsibility of the participant and/or parent/legal guardian.

The participant and/or parent/legal guardian understands that all registrations are final, non-refundable, and non-transferable.

