



## USE AGREEMENT

**This Agreement** made this            day of            , 2020

BETWEEN:

Corporation of the Town of Kirkland Lake Recreation Department

-and-

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### ARTICLE 1 - DEFINITIONS

“**Adult**” means any individual 18 yrs of age and over.

“**Agreement**” means this Use Agreement.

“**Arena**” means arena located inside the Kirkland Lake Community Complex located at 55 Allen Avenue, Kirkland Lake, Ontario.

“**Attendant**” means the Municipal employee in charge of the pool area.

“**Civic Outdoor Rink**” means the outdoor rink located at Civic Park at 20 Tweedsmuir Avenue, Kirkland Lake, Ontario.

“**Facility**” means the Kirkland Lake Community Complex and any arena, pool, or aquatic center located within.

“**Ice Time**” means the time or duration that the Renter may be on the ice located at the Kirkland Lake Complex Arena.

“**Maximum Weight Restriction**” means a weight of 300 pounds.

“**Minimum Height Requirement**” means a height of 40 inches.

“**Municipality/Municipal**” means the Corporation of the Town of Kirkland Lake.

“**Municipally Maintained Park Amenities**” includes but is not limited to, biking, skateboarding, scootering, walking, running and using play and fitness equipment located at the splash park, walking trail and playgrounds.

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**“Operator”** means the individual operating any equipment related to maintenance of the ice which includes but is not limited to equipment such as an ice resurfacers.

**“Premises”** means and shall include the Kirkland Lake Aquatic Center, Kirkland Lake Complex Arena, Civic Outdoor Rink and Municipally Maintained Park Amenities.

**“Prime Ice Hours”** means Monday to Friday from 3:00pm to 11:30pm and Saturday and Sunday from 6:00am to 11:30pm and when school is not in session for students (ex. March Break, Summer, holidays)

**“Recreation Department”** means the Corporation of the Town of Kirkland Lake Recreation Department.

**“Renter”** means the person, organization or company who has rented the Premises from the Municipality.

**“Rental Area”** means the area associated with the Premises rented by the Renter from the Municipality.

**“Rental Time”** means the start time of the rental, up to and including the end time of the rental.

**“Special Events”** includes but is not limited to, tournaments, ice shows, concerts and test days.

**“Supervisor”** means an individual 18 years of age or older, a coach or their designate.

**“Swim Test”** means being able to swim one width of the pool without stopping.

**“Users”** means any individual participating in rental time at the Kirkland Lake Complex Arena or Community Complex.

## **ARTICLE 2- GENERAL TERMS & CONDITIONS**

- 2.1 The Use Agreement Form found at Schedule “A” must be completed in its entirety for each rental. Incomplete agreements will not be accepted.
- 2.2 All Municipal accounts of the Renter must be in good standing in order to enter into this Agreement.
- 2.3 The Renter will not be permitted to enter the Rental Area until the Rental Time stated on the Permit.
- 2.4 The Renter must vacate the Rental Area at the time stated on the Permit.

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- 2.5 In the event of any mechanical breakdown or Act of God that would interfere with facility use, rental fees shall not be applied, and the Municipality will not be liable for lost rental time.
- 2.6 Smoking and/or vaping is prohibited anywhere in or on the Premises, up to and including 20 meters from the Premises.
- 2.7 Overnight parking is prohibited pursuant to By-Law 07-014 unless permission has been granted in writing from a Premises manager.

### **ARTICLE 3 - RESPONSIBILITY OF RENTER(S)**

- 3.1 The Renter shall ensure that all persons in attendance conduct activities in an orderly manner and abide by the posted rules and regulations for use of the rented Facility.
- 3.2 The Renter shall abide by the Municipality's Zero Tolerance Policy attached at Schedule "B".
- 3.3 Children under the age of twelve (12) must be supervised at all times.
- 3.4 The Renter must wear the appropriate equipment for their activity.
- 3.5 The Premises and Rental Area must be left in good repair and to the satisfaction of the Municipality.
- 3.6 Any cost of damages caused by the Renter or resulting from actions of members of the Renter, or by invitees during the rental period, must be paid upon receipt of billing by the Municipality or its Recreation Department.
- 3.7 Should extra clean up be required by the Municipality, the Renter shall be responsible to pay an hourly fee for such clean up. The hourly fee is \$40.00.
- 3.8 The Renter is responsible for clearing the Rental Area of all items and personal property used by or belonging to the Renter during their Rental Time, or upon a mutually agreed upon time, to the satisfaction of the Municipality.
- 3.9 The Renter is responsible for arranging security and parking attendants for Special Events, if required by the Municipality.

### **ARTICLE 4 - ICE BOOKINGS**

- 4.1 Each hour of rental consists of 50 minutes of Ice Time.

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- 4.2 The Operator on duty reserves the right to schedule additional ice maintenance when it is required. If additional ice maintenance is required, the Renter will not be billed for that time if the additional maintenance occurs during rented Ice Time.
- 4.3 Users are restricted from entering the ice surface until the Operator has closed the ice surface doors after flooding the ice. Entry onto the ice prior to this will result in the termination of ice maintenance until all individuals are off the ice surface.
- 4.4 Dressing rooms are provided to the Renter thirty minutes before and after each rental, if requested.
  - 4.4.1 An Adult is required to be in the dressing room at all times when children or youth are present.
  - 4.4.2 Dressing rooms will not be opened until Supervisors are in place.
  - 4.4.3 There shall be no horseplay, spitting, cell phones & personal digital assistants, tobacco products, cannabis products or alcohol permitted in any change room at any time.
  - 4.4.4 Any damage done by the Renter to the dressing room will be charged to the Renter.
  - 4.4.5 Any additional charges incurred by the Municipality for clean-up, vandalism or repair shall be billed to the Renter.
- 4.5 Players that are ejected before the end of a game shall be supervised by the Renter to prevent any damage to the Facility. Any damage caused by the Renter shall be billed to the Renter.
- 4.6 All individuals walking on freshly flooded ice must either be wearing a CSA approved helmet with a chin strap or be guided by an individual on skates.
- 4.7 Approved skate aids only may be used on the ice.
- 4.8 No food or drink shall be permitted on the ice at any time. No food or drink shall be permitted in the player bench area other than the player's water bottle.
- 4.9 When the Operator rings the buzzer the ice must be cleared immediately, and gates shut.
- 4.10 No one shall be on the ice when the Operator is cleaning the rink. The only individuals allowed on the ice at this time are those designated to move equipment such as nets.
- 4.11 Alcohol in the Arena is restricted to those who supply a Special Occasion Permit or Caterer's Endorsement and follow all stipulations of the Municipal Alcohol Policy

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attached at Schedule “C”. This does not mean alcohol is permitted in the dressing rooms. Violations may result in immediate ejection and suspension from the facility.

- 4.12 For single ice users, a deposit consisting of a non-refundable amount of \$100.00 or 25% of the rental amount, whichever is greater, is required to secure Ice Time. The deposit must be paid in full prior to entry onto the ice and the commencement of the rental. All cancellations must be made to the Recreation Department within 24 hours of the booked time.
- 4.13 For contract ice users, use during Prime Ice Hours will be billed at the end of each month based on booking.
- 4.14 Prime Ice Hours may be extended during Special Event rentals.
- 4.15 Special Events are to be requested at the beginning of the season.
- 4.16 After 1:00pm each day, any non-rented ice for that day and the following day may be booked at 50% off the regular rate as Last Minute Ice.
  - 4.16.1 Last Minute Ice shall not be used to replace regular or scheduled bookings.
  - 4.16.2 Last Minute Ice is on a first come first serve basis and is non-refundable.
  - 4.16.3 Last Minute Ice bookings are a minimum of one hour which includes 10 minutes of ice maintenance.

## **ARTICLE 5 - CIVIC OUTDOOR RINK BOOKINGS**

- 5.1 Maintenance of Civic Outdoor Rinks is provided by the Municipality on a regular basis, however, renters may be responsible for shoveling snow from the Civic Outdoor Rink from time to time.
- 5.2 The surface of Civic Outdoor Rinks may be impacted based on the amount of use of such rink or weather.
- 5.3 The Recreation Department shall make best efforts to post signage indicating a private rental on schedule signs and social media, however, since the Civic Outdoor Rinks are unsupervised it is the responsibility of the Renter to communicate with other participants that a private rental is occurring.
- 5.4 Payment must be made in full at the time of booking unless invoicing arrangements have previously been made in writing with Civic Outdoor Rink management.

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## **ARTICLE 6 - AQUATIC BOOKINGS**

- 6.1 All Renters shall ensure that their valuables are locked in a locker. Management will not be responsible for lost or stolen items.
- 6.2 No food or drink (except water) is allowed in the change room or pool area.
- 6.3 No cameras, mobile devices, cell phones or personal digital assistants are allowed in the change room.
- 6.4 Patrons using the pool shall shower with warm soapy water upon entering the pool.
- 6.5 Any fecal incident, of any nature, must be reported to staff. This includes any fecal matter in or around the pool. In the event of a fecal incident, the pool may be closed for the required period of time to disinfect the area.
- 6.6 Children with diarrhea should not go in the pool.
- 6.7 Children that are not toilet trained should wear “Little Swimmers”.
- 6.8 No person infected with a communicable disease shall enter the pool.
- 6.9 No person with open sores on their body shall enter the pool.
- 6.10 No person shall pollute the water in any manner by spitting in the water, blowing their nose in the water, or urinating in the water.
- 6.11 No person shall engage in boisterous behavior in or around the pool.
- 6.12 The maximum number of bathers permitted on the deck and in the pool at any time is 307.
- 6.13 Pool Admission Standards
  - 6.13.1 Children under 5 years of age shall stop at the desk to obtain a yellow wrist band and must enter the pool and area under the direct supervision of a caregiver. A caregiver may only supervise a maximum of two children under the age of 5 at a time, and no other children requiring supervision.
  - 6.13.2 Children between the ages of 6 and 9 years of age must pass the facility Swim Test or be under the direct supervision of a caregiver.
    - 6.13.2.1 If the child cannot pass the swim test, they will receive a red wrist band and must remain with a caregiver at all times. A caregiver may only supervise a

maximum of four children between the ages of 6 and 9 at a time, and no other children requiring supervision.

#### 6.14 Water Slide Rules

6.14.1 In order to use the water slide, all patrons must meet the Minimum Height Requirement and not exceed the Maximum Weight Restrictions.

6.14.2 All individuals using the water slide must obey the orders of the Attendant in addition to not diving, running, standing or kneeling, rotating or stopping in or on the slide. All hands must be kept inside the slide.

6.14.3 All individuals using the slide must leave the splash down area promptly and must not block the end of the slide.

6.14.4 All individuals shall not block the end of the slide.

#### 6.15 Sauna Rules

6.15.1 No water is to be added to the sauna.

6.15.2 Individuals shall not be in the sauna longer than ten (10) minutes at a time.

6.15.3 No individual under the age of sixteen (16) is allowed in the sauna unless they are accompanied by the adult responsible for them.

6.15.4 Bathing suits shall be worn at all times in the sauna.

6.16 Payment must be made in full at the time of booking unless invoicing arrangements have previously been made in writing with management.

### **ARTICLE 7 - INSURANCE REQUIREMENTS**

7.1 All persons, organizations or companies who rent any Premises owned by the Municipality are required to hold insurance coverage.

7.2 Insurance held by the Renter shall name the Municipality, its employees and authorized agents as an additional insured.

7.3 All insurance coverage requires general liability coverage and coverage must extend to employees and volunteers.

7.4 In addition to the insurance coverage listed in Article 7.3, insurance coverage for bodily injury to participants or participant to participant in sporting activities is also required.

- 7.5 A Certificate of Insurance with the required insurance must be provided to the Municipality by the Renter 48 hours before the Rental Time.
- 7.6 The Renter may purchase the required insurance through the Town's Insurance Broker at a nominal cost.

#### **ARTICLE 8 - INDEMNITY**

- 8.1 The Municipality and the Renter agreed to indemnify the Municipality from and against any and all losses, costs, expenses, claims, or damages arising out of any suit, action, or judgement brought against the Municipality or the Renter as a result of the individuals attendance and participation at the Rental Area.
- 8.2 The Renter hereby covenants that it shall not commence or pursue any suit, action, claim or other form of legal or administrative proceeding of any nature or kind against the Municipality with respect to Renter's rental of any Premises.
- 8.3 The Renter and any and all individuals who attend the Rental Area and Premises with the Renter assume the risk of entering such place and partaking in any event or activity and waives any and all claims and defenses that may arise from injury or loss.

#### **ARTICLE 9 - MISCELLANEOUS**

- 9.1 This Agreement shall be exclusively governed by, and construed in accordance with, the laws of the Province of Ontario, and the federal laws of Canada applicable therein.
- 9.2 Neither party shall assign this Agreement without prior written consent of the other party.
- 9.3 Neither party may waive or release any of its rights under this Agreement except in writing.
- 9.4 This Agreement constitutes the entire agreement of the parties and supersedes all prior representations, proposals, discussion, and communications, whether oral or in writing.
- 9.5 Any term in this Agreement which is unenforceable or illegal shall be severed from the Agreement and shall not affect the enforceability of other terms of the Agreement.
- 9.6 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together constitute one and the same instrument.
- 9.7 The article headings in this Agreement are inserted for convenience of reference only and shall not be considered in the interpretation of this Agreement.
- 9.8 This Agreement is non-transferable.

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## TOWN OF KIRKLAND LAKE

### COVID-19 ASSUMPTION OF RISK & RELEASE OF LIABILITY

In consideration of the permission granted by the Town of Kirkland Lake to participate in its programs, I acknowledge and agree as follows: (or if applicable I acknowledge and agree on behalf of my minor child as follows:)

1. I am not currently experiencing any or all of the following symptoms that are new and not related to seasonal allergies or pre-existing medical conditions: fever, chills, cough that's new or worsening, barking cough, making a whistling noise when breathing, shortness of breath, sore throat, difficulty swallowing, runny nose, stuffy or congested nose, loss of taste or smell, pink eye, muscle aches that are unusual or long lasting, extreme tiredness that is unusual, falling down often, for young children and infants: sluggishness or lack of appetite, nor have I had these symptoms in the last 14 days.
2. I have not travelled outside of Ontario in the last 14 days.
3. I am not currently positive for COVID-19 nor am I waiting for the results of a laboratory test for Covid-19.
4. I have not been identified as a contact of someone who has tested positive for Covid-19 nor have I been asked to self-isolate by a medical professional or by any health agency in Ontario either directly or by its website.
5. I acknowledge COVID-19 has a long incubation period during which carriers of the virus may not show symptoms and still be contagious and that I, or my child, have an elevated risk of contracting COVID-19 by being around other people in a public setting and I hereby assume the risks with respect to acquiring COVID-19 inherent in my, or my child's, participation in Town of Kirkland Lake programs, including the associated risk of death or severe bodily injury that may accompany COVID-19.
6. I hereby release and save harmless The Corporation of the Town of Kirkland Lake and its employees and representatives from any and all claims and demands associated with my, or my child, acquiring COVID-19, from my participation in Town of Kirkland Lake programs, due to any cause whatsoever, including negligence, breach of contract, mistakes or errors in judgment. This Release of Liability shall be binding upon my heirs, next of kin, executors, administrators, assigns and representatives.
7. I have read this document in its entirety and fully understand its terms.

Participant's Name \_\_\_\_\_ Date \_\_\_\_\_

Name and Signature of Participant (age 18 or older) \_\_\_\_\_

**OR**

Name of Custodial Parent or Guardian \_\_\_\_\_

Signature of Custodial Parent or Guardian \_\_\_\_\_

The Renter has fully read, understands, accepts and acknowledges this Agreement in its entirety.

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IN WITNESS WHEREOF the parties hereto have duly executed this Agreement.

Dated this     day of                                     , 2020

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Corporation of the Town of Kirkland Lake  
Recreation Department

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Witness

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Renter's Name:

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Witness

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## SCHEDULE "A"

### Kirkland Lake Recreation Department USE AGREEMENT FORM

GROUP / CONTACT INFORMATION			
Organization's Name:		Date(s) of Activity:	DD/MM/YY
Contact Name:		Time Required:	From: To:
Billing Address:		Event Type (special event, local tournament, regional tournament)	
E-Mail Address:		Expected number of participants	
Telephone:		Person in charge on day of event	

INSURANCE INFORMATION
The Town of Kirkland Lake requires that all persons, organizations, or companies who rent premises owned by the Town hold insurance coverage, which names the Town, its employees, and authorized agents as an additional insured with regards to the renter's event. Please review attached information on Insurance Requirements. Please choose one of the following options: <ul style="list-style-type: none"> <li>• Provide a Certificate of Liability Insurance _____</li> <li>• Purchase User Insurance through the Town's Insurance Broker at a nominal cost (rates available) _____</li> </ul>

INFORMATION & REQUIREMENTS			
Access to facilities will be required for:	Date:	Time:	
- Deliveries	DD/MM/YY	From:	To:
- Setup	DD/MM/YY	From:	To:
- Clean Up	DD/MM/YY	From:	To:
Room(s) set up requests:			

Provide details if your event includes any of the following:		
Serve or sell alcohol	Vendors	Access to sound system
Serve or sell food – indicate if bbq	Fireworks	Tables / Chairs
Inflatables - complete attached Agreement	Electrical	Sporting Event
Dressing rooms required		

RENTAL FEES & ADDITIONAL CHARGES			
Description	Number of Hours	Hourly Rate	Total
Paid by: cash ___ cheque# ___ debit ___ credit ___		<b>Total Charges</b>	<b>\$</b>
Credit Card # _____		HST @ 13%	
Expiration date: _____		<b>Invoice Amount</b>	<b>\$</b>
Name as it appears on credit card _____		Less Deposit	
		<b>Balance Owing</b>	<b>\$</b>

The facility/article must be left in good repair, to the satisfaction of the Town of Kirkland Lake. Any cost of damages caused by the Lessee or resulting from action of members of the group or participants in the activity, must be paid upon receipt of billing for same by the Town of Kirkland Lake. I agree to abide by the terms of this contract and agreement as enclosed.

Contact's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Must be 18yrs of age and over)

OFFICE USE ONLY: Certificate of Insurance Received: \_\_\_\_\_ Date: \_\_\_\_\_

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## Frank Cowan Company Facility User Rates \$5,000,000 Limits of Liability

Rates shown below are for your information only and do not include premium sales tax.						
<b>Non Sporting Events or Occasions</b>						
Anniversaries, arts, art shows and exhibits, auctions, banquets, bazaars, birthday parties, bridge, chess clubs, crafts, dance parties, dance recitals, dinners, engagement parties (e.g. Jack and Jill events), fashion shows, graduations, music recitals or other family celebrations (e.g. christenings, graduations, showers etc.), photo shoots, picnics, religious services, retirement parties, reunions, seasonal markets, seminars, speakers, talent shows, theatre performances, weddings or other ceremonies, workshops/classroom instruction.						
<b>Rates/Premium</b>						
<b>Number of People Attending Event</b>	<b>No Alcohol</b>			<b>Alcohol</b>		
	<b>Hourly Rate**</b>	<b>1-2 Day Event</b>	<b>3-5 Day Event</b>	<b>Hourly Rate**</b>	<b>1-2 Day Event</b>	<b>3-5 Day Event</b>
1-50	\$5.00	\$50	\$100	\$25.00	\$150	\$300
51-100	\$8.00	\$100	\$170	\$40.00	\$260	\$500
101-200	\$12.00	\$150	\$250	\$60.00	\$350	\$700
201-500	\$16.00	\$300	\$400	\$80.00	\$650	\$950
501-1000	\$20.00	\$440	\$600	\$95.00	\$850	Refer
1001-1500	\$30.00	\$600	Refer	Refer	Refer	Refer
1501+	Refer	Refer	Refer	Refer	Refer	Refer
<b>** If hourly Rate exceeds the 1 Day rate, charge the 1 day rate.</b>						
<b>*Event: 1-2 Day Event Rates and 3-5 Day Event Rates are Per Event Rates and Not Per Day Rates</b>						
E.g. An art event (alcohol) is being held for 2 days. It is estimated 500 people will attend over the 2 day period. The total charge would be: \$650.						
<b>*Events: Annual Weekly Meetings: Charge 5 times the flat charge shown for a 1-2 Day Event for a Total Annual Premium</b>						
E.g. 50 people rent a facility weekly to play bridge (no alcohol event). The Annual Charge would be: \$50 x 5 = \$250 Total Annual Premium						
<b>*Events: Annual Monthly Meetings: Charge 3 times the flat charge shown for a 1-2 Day Event for a Total Annual Premium</b>						
E.g. 250 people rent a hall monthly (alcohol event). The Annual Charge would be: \$650 x 3 = \$1,950 Total Annual Premium						
<b>Excluded Activities</b>						
Alpine skiing, bachelorette/stagette parties, bike racing, boxing, climbing walls, contact sports (including hockey, lacrosse, martial arts), cycling, fireworks, gymnastics, horse related, kabaddi, kayaking, kickboxing, motor vehicle activities, rugby, skateboarding, snowboarding, stag/bachelor parties, tackle football, wrestling and organized sports teams/leagues.						

**Frank Cowan Company Facility User Rates \$5,000,000 Limits of Liability**

<b>Sporting Events or Activities</b>				
<b>Note: Organized Sports Leagues without insurance are a Company Referral</b>				
<b>Low Risk</b>				
Badminton, baton twirling, bowling, curling, dance lessons, horseshoes, lawn bowling, public skating, shuffle board, table tennis, tai chi, tennis				
<b>Medium Risk</b>				
Ball/roller/floor hockey, baseball, basketball, broomball, cheerleading, cricket, dodge ball, dry land training, field hockey, figure skating, fitness classes, frisbee, handball, non-contact sports (martial arts, pick up hockey, pick up lacrosse, touch/flag football), pickle ball, racquet ball, ringette, slo-pitch, soccer, softball, squash, swimming with life guard, synchronized swim, t-ball, track & field, volleyball, yoga				
<b>Rates/Premium</b>				
Number of Participants	Low Risk		Medium Risk	
	Hourly Rate**	1 Day Flat Event*	Hourly Rate **	1 Day Flat Event*
1-25	\$5.00	\$120	\$7.00	\$150
26-50	\$7.00	\$160	\$10.00	\$200
51-100	\$10.00	\$240	\$15.00	\$350
101+	Refer	Refer	Refer	Refer
<b>** If hourly Rate exceeds the 1 Day rate, charge the 1 day rate.</b>				
<b>*Events Over 1 day: Any Single Sporting Event being held for more than 1 consecutive day is a Company Referral</b>				
<b>*Events - Annual Weekly and Seasonal Activities: Charge 2 times the flat charge shown for a Total Annual Premium</b>				
E.g. Yoga Classes (medium activity) with 20 people attending weekly. The Annual Charge would be: \$150 x 2 = \$300 Total Annual Premium.				
E.g. A group of people get together weekly to figure skate from September to March (seasonal and medium activity). The total number of people in the group is 30 people. The Annual Charge would be: \$200 x 2 = \$400 Total Annual Premium.				
<b>Excluded Activities</b>				
Alpine skiing, bachelorette/stagette parties, bike racing, boxing, climbing walls, contact sports (including hockey, lacrosse, martial arts), cycling, fireworks, gymnastics, horse related, kabaddi, kayaking, kickboxing, motor vehicle activities, rugby, skateboarding, snowboarding, stag/bachelor parties, tackle football, wrestling and organized sports teams/leagues.				



**USE OF INFLATABLES OF MUNICIPAL PROPERTY**

- Inflatable attractions designated as an amusement device, may be used on approved Municipal properties as long as they are professionally installed and properly supervised.
- All inflatable devices must be age appropriate.
- All inflatable devices must be approved by the Technical Standards and Safety Authority (TSSA) and must be installed by a licensed mechanic/installer. There must be an adequate number of supervisors on each device.
- The Town of Kirkland Lake requires a Certificate of Insurance (COI) from the Inflatable Provider adding the Municipality as additionally insured

Name of Inflatables Provider: \_\_\_\_\_

Licensing Number: \_\_\_\_\_

I agree to abide by the above regulation

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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FOR OFFICE USE

COI received from Inflatable Provider \_\_\_\_\_

Date: \_\_\_\_\_

## SCHEDULE "B"

**TOWN OF  
KIRKLAND LAKE**

**POLICY**

<b>SECTION: Recreation Department</b>	<b>SUBJECT: Zero Tolerance Policy</b>	<b>Pg. 1 of 1</b>
		<b>DATE: February 18, 2009 Revised: October 24, 2018</b>

### **Policy Statement**

Recreation facilities in Kirkland Lake are provided to allow citizens to participate in sport and other recreational activities in a safe, enjoyable environment. The Corporation of the Town of Kirkland Lake will ensure that the best possible environment exists for our children, to allow them to enjoy their sport and develop an understanding of sportsmanship, competition, teamwork and fair play. Adults shall be provided the same ideal environment.

Many events taking place in our facilities do so only because of the willingness of volunteers, paid staff and contract employees to assist in such endeavors. It is our responsibility to see that they too have the ability to work in a safe environment. Similarly, well-behaved spectators and participants should be able to enjoy their time in our facility. The municipality has an onus to provide reasonably safe facilities for all who use our premises.

It is essential that the Corporation of the Town of Kirkland Lake do all things necessary to ensure that deterrents exist to ensure that incidents of inappropriate behavior do not occur in our facilities. To achieve this goal it is necessary that all renters of our facilities take primary responsibility for the behavior associated with their players, officials and spectators.

The Town of Kirkland Lake Workplace Harassment Policy includes prohibitions against Workplace Violence, Workplace Harassment and Workplace Sexual Harassment. Violation of the Town of Kirkland Lake Workplace Anti-Violence, Harassment, and Sexual Harassment Policy will not be tolerated by any third party, including but not limited to, customers, clients, contractors or their workers and other members of the public invited to the workplace.

### **Statements of Principle**

1. Participation in sport is a tremendous benefit to children and adults alike.
2. To make sure that benefits are maximized, a safe and positive environment must exist.
3. Violent acts or abusive behavior have no place in our facility.
4. Referees and game officials have the responsibility to see that games are played in a safe manner and to enforce rules of the game.
5. Referees and officials should not be subjected to abusive or violent behavior in any municipal facility.

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## **Policy Purpose**

1. To create the best possible environment for children and families to enjoy sport and recreational activities in our parks and facilities.
2. To eliminate violence and abusive behavior in municipal facilities.
3. To develop an understanding among participants and spectators of the importance of creating a positive, “fun first” environment for children and youth in sport and recreation.

## **Prohibited Behaviours**

The following actions of non-players (or players in a situation where the player leaves the area of play to engage in a violent act) are prohibited:

1. Striking another individual
2. Throwing articles in an aggressive manner or equivalent
3. Threats and attempts to intimidate
4. Efforts to incite violence
5. Verbal assaults or malicious comments directed at players, spectators, staff or officials.
6. Defacing or damaging property or equipment.

## **Penalties**

Persons taking part in any of the above behaviors will be immediately ejected from the facility and may be further banned from all municipal facilities for a minimum of 30 days.

The Corporation of the Town of Kirkland Lake reserves the right to increase the length of this suspension should it deem such an extension warranted by the act.

Incidents may be reported to the Kirkland Lake OPP department. Criminal charges may follow.

**SCHEDULE "C"**

**MUNICIPAL ALCOHOL POLICY**

**(SEE ATTACHED IF APPLICABLE)**

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**SCHEDULE "D"**

**ICE BOOKING RENTAL RATES 2019-2020**

	<b>Prime Time Monday to Friday 3pm – 11:30pm Saturday &amp; Sunday 6am – 11:30pm</b>	<b>Dead Ice (25% discount of prime rate) in effect while school is in session excluding school breaks) Monday to Friday 6am – 3:00pm</b>	<b>Last minute ice (50% discount of prime rate)</b>
<b>Adults</b>	$\$140.57 + 18.27 = \$158.84$	$\$105.43 + 13.71 = \$119.14$	$\$70.29 + 9.14 = \$79.43$
<b>Student</b> (present student card)	$\$105.43 + 13.71 = \$119.14$	$\$79.07 + 10.28 = \$89.35$	$\$52.71 + 6.85 = \$59.56$
<b>Pickup Hockey (14 &amp; over)</b>	<b>Mon/Wed/Friday <math>\\$7.08 + .92 = \\$8.00</math></b>		
<b>Pickup Hockey (Seniors)</b>	<b>Tuesday &amp; Thursday <math>\\$7.08 + .92 = \\$8.00</math></b>		
<b>Pickup Hockey Passes (Book of 12)</b>	$\$7.08 + .92 = \$8.00$		
<b>Recreational Figure Skating</b>	$\$7.08 + .92 = \$8.00$		
<b>Public Skating</b>	$\$3.76 + .49 = \$4.25$ $\$1.77 + .23 = \$2.00$	<b>General Admission Parent with preschooler (weekdays only)</b>	
<b>Twoonie Skate (50min)</b>	$\$2.00$ (includes HST)		

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## SCHEDULE "E"

### COVID-19 APPENDIX

As of August 11, 2020

#### **Town of Kirkland Lake Approach**

- Entrance to the facility must be tracked to allow for Covid-19 tracing if required.
- Physical Distancing of 2 metres is expected by all patrons of municipal facilities whether in the facility or in line for entry.
- Hand sanitation will be available at public entry and exit points.
- Beginning July 24, 2020, all employees, visitors and customers are required to wear a mask or face covering upon entering and remaining within all Town of Kirkland Lake facilities
- Enhanced cleaning and disinfection of high touch areas at facilities open to the public will occur twice a day.
- Implementation of engineered controls such as plexiglass and floor markings will be installed in facilities where necessary.
- PPE such as masks and gloves will be available for staff as needed.
- Blended training consisting of online training and in person training will be provided for all municipal staff regarding operating during COVID-19.
- Passive or Active screening will take place at all Municipal Facilities. This will include the following screening questions:
  1. Are you experiencing any or all of the following symptoms that are new and not related to seasonal allergies or pre-existing medical conditions or have you experienced these symptoms in the last 14 days?

Fever	Difficulty Swallowing
Chills	Runny, stuffy or congested nose
Cough that's new or worsening	Loss of taste or smell
Barking Cough	Pink Eye
Shortness of breath	Muscle aches that are unusual or long lasting
Making a whistling noise when breathing	
Sore throat	Extreme tiredness that is unusual
Falling down often	
  2. Have you been in close contact with someone who is sick or has confirmed COVID-19 in the past 14 days?
  3. Have you returned from travel outside Canada in the past 14 days?

**If you answered YES to any of these questions entry into any municipal facility is denied. If you answered YES to any of these questions, go home and self-isolate right away. Call the Timiskaming Health Unit at 705-567-9355 to determine your next steps.**

**If you are feeling unwell, contact your health care provider or call Telehealth Ontario at 1-866-797-0000 to speak to a registered nurse.**

#### **Aquatic Centre Information**

- Pools and gyms are the only areas of the facility that are open at this time.
- Access to pools is only available at set times – no drop ins.
- Initial capacity has been lowered: 45 for lap pool, 30 for leisure pool, one person per lane for lap swimming or 4 swimmers per double lane.
- Water slide is closed.
- Payment for activities is to be made in advance when booking the activity is preferred.
- Swim standard remains in effect with wrist bands applied by caregiver.
- No physical contact during swim lessons.

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- Visitor tracking.
- Patrons come dressed to swim.
- Only on deck shower and washroom are to be used primarily.
- The family change room is available if needed. The capacity of the family change room is 5 individuals or 5 families.
- The saunas are closed.
- Face mask use is recommended by patrons prior to entering pool.

#### **When Arriving at the Aquatic Centre**

- Arrive at the complex 5 minutes before your designated booking time ready to swim in your bathing-suit.
- Fill out the Active COVID-19 screening at the front doors and drop it off at the front desk. The COVID-19 screening form is also available online. COVID-19 screening forms are required for each visit.
- Children ages 9 and under should check in with the front desk for swim standard bracelets.
- Place your belongings on the pool deck in the spaces provided on the bleachers on the far side of the pool.
- Enjoy your swim while continuing to practice physical distancing.
- Dry off on pool deck. If needed use the family change room.
- Exit the pool using the ramp access into the parking lot.
- The use of goggles is encouraged to avoid contamination.
- Snorkels will be prohibited from use.
- Users are encouraged to bring their own equipment – equipment will not be made available for use.
- Bathers shall not share towels, goggles, water bottles and equipment.
- Users should not spit, cough, urinate or blow their nose in the water.
- Patrons in need of assistance due to physical limitations should receive help from a family member.
- Seating will not be made available for spectators.
- Lifeguards will be wearing masks while actively on the pool deck, while speaking with customers and completing first aid.

#### **Lane Swimming (Canadian Parks and Recreation Association & Swimming Canada reference)**

- Swimmers should not be at the wall when the coach is talking – they will have to tread water to spread out (keeping off the lane ropes).
- When swimmers are taking a break at the wall they should face away from the pool/other swimmers.
- No dry land training on the pool deck.
- Showers before and after swims are mandatory using deck showers.
- Swimmers must arrive and leave in bathing suits.
- Coaches must stay 2m apart from one another and 2m away from swimmers.
- Each swimmer must have their own personal equipment.
- One swimmer per lane or four swimmers per double lane.
- Coaches are not permitted to share stop watches.
- Attendance must be tracked.

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## Mandatory Use of Mask or Face Covering within Town of Kirkland Lake Facilities

1. Beginning July 24, 2020, all employees, visitors and customers are required to wear a mask or face covering upon entering and remaining within all Town of Kirkland Lake facilities. The mask or face covering must cover the nose, mouth and chin.
  - a. The following persons are exempted from the requirement to wear a mask or face covering and will not be required to provide proof of such exemption:
    - i. Children under two years of age, or children under the age of five years either chronologically or developmentally who refuse to wear a mask or face covering and cannot be persuaded to do so by their caregiver;
    - ii. Persons with medical conditions who cannot safely wear a mask or face covering (e.g. due to breathing difficulties, cognitive difficulties, hearing or communication difficulties);
    - iii. Persons who cannot wear or remove a mask or face covering without assistance, including people who are accommodated under the Accessibility for Ontarians with Disabilities Act (AODA) or are protected under the Ontario Human Rights Code, R.S.O. 1990, c.H. 19 as amended;
    - iv. Employees who are in an area of the premise that is not designated for public access, or who are within or behind a physical barrier (e.g. Plexiglas).
  - b. Temporary removal of the mask or face covering is permitted where necessary for the following purposes:
    - i. Actively engaging in an athletic or fitness activity including water-based activities;
    - ii. Consuming food or drink;
    - iii. For any emergency or medical purpose.
2. This policy will be implemented and enforced in “good faith” to primarily educate people on masks and face coverings and promote their use in enclosed public spaces.
  - a. Persons with exemptions listed under 1a) are not required to show proof of exemption.
  - b. Signs about the requirement to wear masks or face coverings shall be posted at all public entrances.
  - c. Persons entering or remaining without a mask or face covering will be given a verbal reminder of the policy’s masking requirement.
  - d. Employees will be trained on the policy, including where and how to properly wear a mask or face covering, and how to help and respond to customers who do not have a mask or face covering.
  - e. A copy of this policy will be made available on request to a public health inspector or other person authorized to enforce the EMCPA.