



TENNIS ALBERTA

MEMBERSHIP TERMS & CONDITIONS

1. By signing up for a Tennis Alberta Membership ("Membership"), you agree to adhere to the Constitution, Bylaws, Policies, Code of Conduct, Rules and Regulations of the Alberta Tennis Association (Tennis Alberta).

2. Memberships are active for one (1) calendar year from the date upon which the membership application has been accepted by Tennis Alberta ("the Membership Period") Membership is non-transferable. Paid Memberships are non-refundable.

3. By applying for membership, you agree to: i) provide true, accurate and complete information about yourself as prompted by the registration form; and (ii) maintain and promptly update your data to ensure that it is true, accurate, current, and complete.

You agree that the Tennis Alberta is authorized to verify all data. The information we obtain whether from your membership application or the use or participation in any programs or services, including, without limitation our websites and applications are subject to our [Privacy Policy](#) (Section 3).

4. Tennis Alberta reserves the right to make amendments to the Membership Agreement without notice to any Member.

5. All applicable member benefits and offers are only available to Tennis Alberta Members in good standing. Terms of membership and benefits are subject to change at Tennis Alberta's sole discretion. Other restrictions may apply. Offers relating to third party products and services are through participating retailers and service providers and are subject to restrictions and change without notice is the discretion of each participating retailer and service provider. Tennis Alberta is not responsible for third party offers and discounts or related purchases.

Please contact info@tennisalberta.com with questions.

6. As a condition of participating in certain programs, such as leagues, tournaments, and other programs or events, you acknowledge and agree that certain personal information, which varies based on program or event type, but may include name, team roster, draw sheets, match results, Regional Association affiliation, rating, ranking, or other data points may be displayed and/or published within the Tennis Canada's Tournaments System (tournamentsoftware.com), Tennis Canada's and Tennis Alberta's database or any other system that Tennis Alberta or a third-party affiliate employs to store and display similar information. This information is publicly searchable. The publication of this information is an essential requirement of certain programs and events, such as league administration, tournament management, results, ratings and rankings. If you do not agree to sharing and publishing of the data, immediately stop using Tennis Alberta services or products and contact Tennis Alberta.

7. Cancellation

Tennis Alberta may suspend or terminate membership for cause at any time for any of the following reasons:

- i) you conduct yourself in an unbecoming manner or violate any rules or regulations listed in Tennis Alberta's Code of Conduct Policy.
- ii) you provided false details on a membership application or false declarations.
- iii) you fail to pay dues or charges or violate any term of this agreement.

The decision to revoke, cancel or suspend membership rests solely with Tennis Alberta's staff, Executive Director, Office Manager and Administrative Assistant.

It is understood and agreed that if Tennis Alberta revokes your membership privileges with cause, or if you resign, no refund will be made. Termination of membership shall be a full and complete release of Tennis Alberta and participating courses, tournaments or events from any and all liability, claims, demands, actions or cause of actions arising out of, or related to, your payment of registration dues or membership status.

8. Miscellaneous

You agree to indemnify and hold Tennis Alberta harmless from any loss (including attorney's fees) or liability for personal injury, illness or property damage, resulting from your acts arising out of the use of The Tennis Alberta Membership.

If any provision of these Terms is held invalid, the remainder shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

These Terms shall be governed by and construed in accordance with the laws of the Province of Alberta.

In the event that you or we cannot resolve a dispute arising out these Terms and if the dispute cannot be settled through negotiation, the Parties agree first to try in good faith to settle the dispute by mediation before resorting to arbitration, litigation, or some other dispute resolution procedure. A written request shall be made by one party to the other party to initiate the resolution process. The Parties further agree that these Terms shall remain in effect until such disputes are resolved or settled by the appropriate judicial process.

9. Assumption of Risk and Liability Disclaimer

You understand and acknowledge: that there are risks, dangers, and hazards which are inherent in participating in programs/membership services offered by Tennis Alberta or the use of sport and recreation facilities, including lessons, training and competitions and games run by or sanctioned by Tennis Alberta ("Events").

Tennis Alberta and its directors, officers, committee members, members, employees, volunteers, participants, agents and representatives (collectively the "Organization") are not responsible for any injury, personal injury, damage, property damage, expense, loss of income or loss of any kind suffered by a Member during, or as a result of, the Events, caused in any manner whatsoever including, but not limited to, the negligence of the Organization.

10. General Disclaimer

Tennis Alberta will make reasonable efforts to keep all information provided in this Policy correct, but does not guarantee accuracy or completeness of such information. All content, information and advice is provided on an "as is" basis and Tennis Alberta hereby expressly disclaims all liability for any action you may take as a result of relying on such content, information or advice or for any loss or damage suffered by you as a result of you taking this action. Tennis Alberta shall not be liable for any damages either direct, indirect, special, consequential, punitive or other damages (including but not limited to financial losses) arising out of the use or content of this Policy.