



2 King Street East, P. O. Box 70, St.-Charles, ON, P0M 2W0

POLICY FOR FITNESS CENTRE ACCESS FOR YOUTH 15 YEARS OF AGE & UNDER

Policy Record

Policy No.: PR-002	Effective Date: September 18, 2024
Replaces: N/A	Last Review Date: September 18, 2024
Approval: Res. 2024-	Next Review Date: As required.
Reference: N/A	

Intent

The number of overweight and obese children has increased over the past thirty (30) years. “Overweight and obesity in childhood are known to have significant impact on both physical and psychological health. Obese children tend to become obese adults. Currently 30% of children aged, 5-17 are overweight or obese.”

To help combat this growing trend The Corporation of the Municipality of St.-Charles has developed a Policy for nine (9) to fifteen (15) year olds that allows them to access a wider range of activities.

However, the issues relating to safety and ethics surrounding the participation of children in activities at any facility are complex. The Corporation of the Municipality of St.-Charles has established an inclusive Policy based on recommended best practices.

Policy

1. The table below is a brief summary of the different gym equipment that persons of various age groups are permitted to use:

Age Range	Cardiovascular Equipment	Resistance Equipment & Free Weights Under 5kg	Smith Machine & Free Weights
9 – 12	Yes	No	No
13 – 15	Yes	Yes	No
16+	Yes	Yes	Yes

2. All 9 – 15-year-old members must have a completed Physical Activity Readiness Questionnaire (PAR-Q) prior to use of the Fitness Centre.
3. All 9 – 15-year-old members must have a completed Activity Waiver Form (Schedule “B”) prior to use of the Fitness Centre.
4. The Membership Application, PAR-Q form and Activity Waiver Form must be signed by the parent or legal guardian of the 9 – 15-year-old member.
5. The parent or guardian must immediately notify us in writing if there are any changes to be made to the PAR-Q information or if the child has or develops any special requirements.
6. Youth 15 and under must be accompanied by a parent, guardian, or authorized supervisor at all times. A Declaration of such must be signed prior to access being authorized, as set out in Schedule “A”.
7. An authorized supervisor must be at least 16 years of age and have a valid Fitness Centre membership.

Policy Review

The Municipality of St.-Charles will review this Policy as required.

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Dated at St.-Charles, Ontario, this 18th day of September 2024.

X

Paul Branconnier
Mayor

X

Tammy Godden
Clerk

SCHEDULE "A"

DECLARATION

The Undersigned hereby declares that they are the parent / legal guardian of the child, named below, who is 15 years of age or under. In their capacity as the parent / legal guardian, they assume full responsibility for the child's safety and conduct while they are present at the St.- Charles Fitness Centre, 1 King Street East, St Charles, Ontario.

The Undersigned acknowledges and agrees to the following:

1. Supervision and Conduct:

- I will ensure that my child adheres to all rules, regulations, and guidelines established by the Fitness Centre.
- I understand that my child must be supervised at all times while in the facility, and I will be responsible for their behavior and actions regardless of whether they are under my direct supervision or that of the authorized supervisor.
- I understand that the Fitness Centre is not supervised by municipal staff.
- I understand that the Fitness Centre is equipped with video monitoring equipment / cameras.

2. Health and Safety:

- I confirm that my child is in good health and is physically capable of participating in activities at the Fitness Centre.
- I understand that participation in fitness activities carries inherent risks, and I accept full responsibility for any injuries or health issues that may arise as a result of my child's participation.

3. Liability Waiver:

- I release and hold harmless the St.-Charles Fitness Centre (The Corporation of the Municipality of St.-Charles), its staff, employees, and agents from any and all claims, demands, or causes of action arising out of or in connection with my child's participation in fitness activities.
- I agree to indemnify the St.-Charles Fitness Centre (The Corporation of the Municipality of St.-Charles) in full for any loss or damage to property caused by my child.

4. Emergency Medical Treatment:

- In the event of a medical emergency, I authorize municipal staff to seek necessary medical treatment for my child.
- I understand that I will be responsible for any medical expenses incurred as a result of such treatment.

5. Contact Information:

- I agree to provide up-to-date emergency contact information and ensure that the Fitness Centre can reach me or another designated guardian at all times during my child's presence at the facility.

By signing this declaration, I affirm that:

- I have read, understood, and agree to the terms and conditions outlined in the Policy for Fitness Centre Access for Persons Under 16 Years of Age.
- I have read, understood, and agree to the terms and conditions outlined in this Declaration.
- I have read, understood, and agree that this Declaration is legally binding and that I am fully responsible for my child's welfare and actions at the St.-Charles Fitness Centre.

Parent / Guardian Information:

- Full Name: _____
- Relationship to Child: _____
- Contact Number: _____
- Email Address: _____

Child Information:

- Full Name: _____
- Date of Birth: _____

Dated at St.-Charles, Ontario this _____ day of _____, _____.

(Parent / Guardian - Signature)

SCHEDULE "B"

ACTIVITY WAIVER FORM

THIS ACTIVITY WAIVER FORM (this "Waiver") dated this _____ day of _____, _____.

IN CONSIDERATION of being allowed to utilize the St.-Charles Fitness Centre ("Centre") and other good and valuable consideration, the receipt of which is hereby acknowledged, I

_____ of _____
(name – Legal Guardian) (address)
(the "Legal Guardian"), agree on behalf of

_____ of _____
(name – Child) (address)
(the "Participant") with The Corporation of The Municipality of St.-Charles of 1 King Street East, St.-Charles, ON P0M 2W0, Canada (the "Activity Provider") to the following:

1. DETAILS OF ACTIVITY

- 1.1. The Participant will be using the Gym / Fitness Centre, and the equipment and facilities provided in the Centre (the "Activity") provided by the Activity Provider. The Participant and the Legal Guardian on behalf of the Participant acknowledge that use of the Centre and the equipment carries inherent risks of physical injury and possibly death.
- 1.2. The Legal Guardian on behalf of the Participant acknowledges that equipment usage has the following restrictions:
 - 1.2.1. Ages 9 to 12 can use the following equipment:
 - a. Cardiovascular Equipment (identified with a GREEN sticker).
 - 1.2.2. Ages 13 to 15 can use the following equipment:
 - a. Cardiovascular Equipment (identified with a GREEN sticker); and
 - b. Resistance Equipment and Free Weights under 5 kg (identified with a YELLOW sticker).
 - 1.2.3. Ages 16+ can use the following equipment:
 - a. Cardiovascular Equipment (identified with a GREEN sticker);
 - b. Resistance Equipment and Free Weights under 5 kg (identified with a YELLOW sticker); and
 - c. Smith Machine and Free Weights (identified with a BLUE sticker).

2. CONSIDERATION

- 2.1. Being the Legal Guardian of the Participant, and in consideration of the Participant being permitted to participate in the Activity, on behalf of the Participant the Legal Guardian releases and forever discharges the Activity Provider, its owners, directors, officers, employees, agents, assigns, legal representatives, and successors from all manner of actions, causes of action, debts, accounts, bonds, contracts, claims, and demands for or by reason of any injury to person or property, including injury resulting in the death of the Participant, which has been or may be sustained as a consequence of the Participant's participation in the Activity, and not withstanding that such damage, loss, or injury may have been caused solely or partly by the negligence of the Activity Provider.
- 2.2. The Legal Guardian understands that the Participant would not be permitted to participate in the Activity unless the Legal Guardian signed this Waiver.

3. CONCURRENT RELEASE

- 3.1. The Legal Guardian acknowledges that this Waiver is given with the express intention of effecting the extinguishment of certain obligations owed to the Participant by the Activity Provider, and with the intention of binding the Participant's heirs, executors, administrators, legal representatives, and assigns. The Legal Guardian further expressly acknowledges that they are aware of all risks and are waiving all rights with full knowledge of said risks.

4. FITNESS TO PARTICIPATE

- 4.1. The Legal Guardian acknowledges to the Activity Provider that the Participant does not have any physical limitations, medical ailments, or physical or mental disabilities that would limit or prevent the Participant from participating in the Activity. If required, the Participant will obtain a medical examination and clearance. The Legal Guardian further acknowledges that they are required to have full time supervision of the Participant while the Participant is using the Facility.

5. FULL AND FINAL SETTLEMENT

- 5.1. The Legal Guardian acknowledges and agrees with the Activity Provider that:
 - a. the Activity Provider has given the Legal Guardian sufficient time to carefully read this Waiver;
 - b. the Legal Guardian has been given the opportunity and has been encouraged to seek independent legal advice prior to signing this Waiver;
 - c. the Legal Guardian fully understands the risks and claims that the Participant is waiving to participate in the Activity;

- d. the Legal Guardian is freely and voluntarily executing this Waiver; and,
- e. the Participant is forever prevented from suing or otherwise claiming against the Activity Provider for any property loss or personal injury that the Participant may sustain while participating in or preparing for the Activity.

6. GOVERNING LAW

6.1. This Waiver will be governed by and construed in accordance with the laws of the Province of Ontario.

7. EMERGENCY CONTACT

7.1. Name: _____

Phone: _____

8. ACTIVITY SUPERVISORS

8.1. The Legal Guardian may authorize at least one (1) person to supervise the Participant during the Activity.

8.2. The authorized Supervisor must be at least sixteen (16) years of age and must hold a valid membership to the Centre.

8.3. Name: _____

Phone: _____

8.4. Name: _____

Phone: _____

IN WITNESS WHEREOF the Legal Guardian has duly affixed their signature on this _____ day of _____, _____.

(Parent / Guardian - Signature)