



Ta'an Kwäch'än Council

117 Industrial Road • Whitehorse, Yukon • Y1A 2T8
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PHYSICAL ACTIVITY FUND APPLICATION

Date: _____

Is the applicant a TKC Citizen? Yes No

Birthdate: _____

Applicant's Name (must be a TKC Citizen): _____

* If applicant is a child/youth & reimbursement is requested, make cheque payable to: _____

Address: _____

Telephone Number: _____ Email: _____

TYPE OF PHYSICAL ACTIVITY: (Up to \$540 maximum)

Canada Games Centre

10 Punch Pass

Continuous Monthly Membership

Monthly Membership

Annual Membership

Family Membership – names of family members who are TKC Citizens:

Sports/Fitness Membership and Registration Fees (Name of program or activity and amount)

Sports/Fitness Equipment and Athletic Footwear (Description of item and amount)

TOTAL EXPENSES: _____

Reimbursement requested – attach receipt(s)

Request for TKC to purchase – attach item/activity information

Applicant

*Parent/ Legal Guardian for child/youth
under the age of 19*

For Department use: NOTE – application must be processed within 21 days

Date Received: _____

Date Decision made: _____

Confirmation of enrollment as a TKC Citizen?

Yes No

Signed Release & Waiver Agreement?

Yes No

Program or purchase is an eligible expense?

Yes No

Receipt(s) attached?

Yes No Not applicable

Decision: Approved

Not approved – reason:

Health and Wellness Coordinator

or

Wellness Manager

Release of Liability, Waiver of Claims, Assumption of Risks Agreement

PLEASE READ CAREFULLY BEFORE SIGNING

I, hereby acknowledge and agree that in consideration for Ta'an Kwäch'än Council ("TKC") paying for certain physical activity funding for which I am seeking funding under the *Physical Activity Fund Policy* that:

ASSUMPTION OF RISK

1. I fully assume and accept all risks, dangers and hazards including the possibility of personal injuries, death, or loss or damage of property while participating in the physical activity or utilizing the sports/fitness equipment on behalf of myself, my child or for whom I am the legal guardian.

DEFINITION OF "RELEASED PARTIES"

2. I recognize and understand that the term "Released Parties" as used in this Agreement refers to TKC, its Chief, Deputy-Chief, Councillors, Councils, members, officers, directors, employees, independent contractors and agents, jointly and severally.

RELEASE OF LIABILITY AND WAIVER OF CLAIM TO SUE FOR LOSS

3. I release, waive, hold harmless and covenant not to sue the Released Parties from all liability and for all actions, claims, demands, causes of action, proceedings, suits, losses, damages, or costs (including any legal fees on a solicitor and his own client basis, or otherwise) of any nature or kind whatsoever in respect of any personal injuries, death, or loss or damage of property sustained by me, my child, or for whom I am the legal guardian, arising in any way out of, or connected with, my or their participation in the physical activity or use of the sports/fitness equipment funded by TKC and any incidental activities thereto, due to any cause whatsoever, including the negligence of any of the Released Parties.

RELEASE AND WAIVER OF CLAIM APPLIES IN ALL LOCATIONS

4. I understand and agree that this Agreement shall be governed by the law of the Yukon Territory and such law applies regardless of location of the physical activities or use of the sports/fitness equipment, be it local, territorial, or outside of the Yukon.

AGREEMENT BINDING

5. I agree that this Agreement is binding on myself, my child, or for whom I am the legal guardian, or my and their heirs, next of kin, executors, personal representatives, administrators and assigns.

I have carefully read and understand this Agreement. I am aware that by signing this Agreement, I am **WAIVING CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE**, which I, my child, or for whom I am the legal guardian, or my and their heirs, next of kin, executors, personal representatives, administrators and assigns may have against the Released Parties.

Date

Signature of Applicant or Parent/Legal Guardian

Signature of Witness

Printed Name of Applicant or
Parent/Legal Guardian

Printed Name of Witness