



## Specific Terms and Conditions for arena use

**Contract holder: please read all of these provisions**

1. The contract holder agrees that each hour of rental shall consist of not more than 50 minutes of ice time, the balance of each hour being devoted to ice maintenance. To ensure quick turnaround time, user groups are asked to vacate the ice immediately following the rental time in order to avoid any schedule delays.
2. The contract holder agrees that ice time is not to be exchanged between organizations without prior authorization from allocation staff.
3. Dressing rooms must be vacated within 25 minutes of the end of the ice rental period specified in this agreement.
4. Alcoholic beverages are prohibited in the arena, dressing rooms and accessory premises, unless authorized by the City of Ottawa, and unless the appropriate permits have been obtained.
5. No one will be allowed on the ice surface:
  - a) during operation of the ice surfacing machine;
  - b) until the ice resurfacing has been completed and the gates have been fully closed;
  - c) at any other time when directed by the site staff; and
  - d) for a purpose other than the one(s) stated on the Ottawa Rental Contract.
6. Walking on the ice surface with footwear to gain access to the player's benches, penalty box and timekeeper's station is not permitted.

Walking on the ice surface to respond to an emergency and provide trainer assistance, or skating on the ice to prepare the ice surface for the game, is permitted provided the designated person assigned by the coach is wearing a CSA approved helmet. Coaches are required to ensure CSA approved helmets are readily available. Coaches are responsible to ensure coaches from visiting districts, outside of the City of Ottawa, are made aware of this requirement.

Walking and skating on ice is considered a voluntary action and will be deemed to indicate acceptance of the associated responsibilities, actions, obligations, dangers, hazards and risks. In the event of death or injury caused by walking or skating on the ice surface; the contract holder hereby agrees to indemnify and save harmless, release, waive and discharge the City of Ottawa, its employees, volunteers and agents from all liability, claims, demands, causes of action, loss, costs or damages that the City of Ottawa may suffer, incur or be liable for as a result of such death or injury.

7. It is recommended that groups using City of Ottawa facilities be equipped with proper first aid supplies and have a person trained in First Aid, AED and CPR in attendance during the use of the facility.
8. Minors (under 18) must be accompanied by an adult supervisor at all times.
9. The City shall not be held responsible for any failure in supplying ice due to circumstances beyond its control. In the event that the contract holder is not occupying the contracted arena within 30 minutes of the start time indicated on the contract, the use of the arena will revert to the City of Ottawa at the contract holder's expense.
10. A 25% non-refundable deposit will apply to special events, tournaments and camps held between July 1 and August 31 upon confirmation of the booking.
11. When a cancellation is made the following graduated cancellation fee will apply for seasonal ice users (September to April):
  - i. 60 days or more: 25% cancellation fee
  - ii. 31 to 59 days before: 50% cancellation fee
  - iii. 0 to 30 days before: 100% cancellation fee

Exception: Clients will have up to 30 calendar days from the day of use to cancel when:

- Rental times for occasional non-seasonal use
  - Rental times for tournaments and play offs
  - Off season ice (May 1 to August 31)
  - Slab bookings
12. Changes to contracts can only be considered subject to availability of hours.
  13. Refer to Clause #27 of the Ottawa Rental Contract General Terms and Conditions for insurance requirements.

## **CARHA HOCKEY**

For Adult Recreational Hockey Programs, insurance coverage is available for purchase by contacting the Canadian Adult Recreational Hockey Association (CARHA Hockey) directly at (613) 244-1989 or by e-mail at [hockey@carhahockey.ca](mailto:hockey@carhahockey.ca).

For the information of contract holders, the City of Ottawa also administers an affordable third-party liability insurance program that you can purchase directly from your city/community partner representative.

14. As a proactive risk management practice, arena contract holders are encouraged to ask their participants to:
  - a) Complete a PAR-Q form, which determines whether players should check with their doctor before becoming more physically active. Copies of PAR-Q forms are available on the following website: <http://www.csep.ca/forms.asp>
  - b) Complete the Consent, Assumption of Risks & Indemnity Form, attached as Annex A. Completed Consent, Assumption of Risks & Indemnity Forms should be maintained for two (2) additional years after the game program has ended.
  - c) The City of Ottawa recommends that all necessary protective equipment be worn for the appropriate sport. The vast majority of head

and facial injuries received in hockey are preventable. Help reduce face and head injuries by encouraging players to wear full head and facial protection, including a helmet and mouth guard.

15. The contract holder shall be responsible for making its members, users and participants aware of these terms and conditions and for making a copy of the terms and conditions available for inspection by its members, users and participants, if requested.

Non-compliance with the terms and conditions of this contract could result in the immediate suspension of the contract(s) or a written warning. A second incidence of non-compliance will result in the cancellation of the contract.

Note: These terms and conditions are reviewed annually.