

IceSched Terms of Service and Liability Waiver

Effective Date: September 1, 2025

Last Updated: September 1, 2025

Version: 1.0

These Terms of Service and Liability Waiver (the “Agreement”) govern your use of the IceSched platform (the “System”), operated by PI Consulting Ltd. (“Operator”), in conjunction with participating curling clubs (each a “Club”). By registering an account or using the System, you (“User”) agree to the following:

1. Purpose of the System

The System provides online scheduling, booking, and administrative tools for curling clubs. The Operator facilitates access to ice bookings, league scheduling, and related services, but does not itself own or operate any curling facilities. All ice time, leagues, and events are managed independently by each Club.

2. User Responsibilities

Users agree to:

- Provide accurate registration information and keep it up to date.
- Use the System only for lawful purposes.
- Abide by each Club’s rules, booking limits, and eligibility requirements.
- Verify their own booking details before attending a Club event.

3. No Guarantee of Availability

The Operator and Clubs strive for accuracy but cannot guarantee:

- Continuous availability of the System.
- Accuracy of schedules or booking confirmations.

- That ice time will not be modified or cancelled due to maintenance, conflicts, or unforeseen events.

4. Assumption of Risk

Users acknowledge that **curling and related activities carry inherent risks**, including but not limited to slips, falls, collisions, and injuries. By using the System to book or participate in activities, Users voluntarily assume all risks associated with participation.

5. Club Independence

Each Club is a separate and independent organization. The Operator is not responsible for:

- On-ice safety or supervision.
- Facility conditions or maintenance.
- Any rules, fees, or policies set by Clubs.

6. Disclaimer of Liability

To the fullest extent permitted by law, the Operator and Clubs (including their officers, directors, employees, and volunteers) disclaim all liability for:

- Personal injury, property damage, or other losses arising from use of the System or participation in activities.
- Scheduling errors, double bookings, or technical issues.
- Payment delays or processing errors by third-party providers.

7. Indemnity

Users agree to indemnify and hold harmless the Operator and Clubs against any claims or damages arising out of their use of the System, their participation in activities, or their violation of this Agreement.

8. Account Management

- **Age Requirement:** Users must be at least 18 years old, or have parental/guardian consent if younger.

- **Security:** Users are responsible for safeguarding their account credentials.
- **Termination:** The Operator may suspend or terminate accounts for misuse or violation of these terms.
- **Deactivation:** Users may request account deletion, though certain records (e.g., booking history, payment data) may be retained as required by law.

9. Data & Privacy

- **Collection:** The System collects personal information such as name, email, phone, club affiliation, and booking history.
- **Sharing:** User data is shared only with the Club(s) to which the User belongs.
- **Retention:** Data is retained for as long as necessary to provide services or comply with legal requirements. Booking and schedule data may be subject to automatic expiration under System rules.
- **Payments:** Payment processing is handled by third parties (e.g., Stripe, Interac). The System does not store card details.
- **Privacy Policy:** Use of the System is also governed by the Operator's Privacy Policy <https://icesched.com/privacy.html>.

10. Service Terms

- **Modifications:** The Operator may change features or terms with reasonable notice.
- **Third-Party Services:** The System relies on external providers (payment processors, email services, hosting platforms such as AWS). The Operator is not liable for interruptions caused by third parties.
- **Force Majeure:** Neither the Operator nor Clubs are liable for events beyond reasonable control (e.g., natural disasters, strikes, pandemics, service outages).
- **Electronic Signatures:** Clicking "I Agree" constitutes a legally binding electronic signature.

11. Legal / Procedural

- **Governing Law:** This Agreement is governed by the laws of the Province of Alberta and the federal laws of Canada.
- **Jurisdiction:** The courts of Alberta shall have exclusive jurisdiction over disputes.

- **Dispute Resolution:** Before initiating litigation, parties agree to attempt resolution through good-faith negotiation, and if unresolved, through mediation or arbitration.
- **Severability:** If any provision of this Agreement is found invalid, the remaining provisions remain enforceable.

12. Acceptance

By registering and using the System, the User confirms that they:

- Have read, understood, and accepted this Agreement.
- Acknowledge that acceptance is electronically recorded with date and version number.