



EXTERNAL REHABILITATION TRAINER (ERT) AGREEMENT 2023

City of Delta (“Delta”) reserves the right to permit or deny registration (and therefore the use of Delta facilities) by External Rehabilitation Trainers (each, a “Trainer”) in accordance with this Agreement.

The term of this Agreement will expire on December 31, 2023 (the “Expiry Date”). Trainers that wish to seek approval by Delta as Trainers for the 2024 calendar must submit a new application at least two weeks prior to the Expiry Date. Trainers that have not been approved by Delta in a previous year will be subject to a three month probationary period, and hereby acknowledge that Delta weight room staff may monitor their first session.

Each Trainer must provide proof and maintain validity of the following:

- Current registration with the British Columbia Association of Kinesiologists
- CPR and First Aid Certificate
- Commercial General Liability insurance with a limit of not less than \$5,000,000.00 (against liability for bodily injury or death and/or loss or damage to property on an occurrence and all-risk basis). Delta and its employees and volunteers shall be listed as “additional insureds”.
- Delta Business License

Rehabilitation Clinics

- For rehabilitation clinics that employ several Trainers, those rehabilitation clinics may obtain a single Delta business license; however, each Trainer must pay to Delta the registration fee and complete a separate ERT Application Form.
- Trainers that are affiliated with a rehabilitation clinic must inform Delta of any changes to the rehabilitation clinic with which they are affiliated, and if they become affiliated with a rehabilitation clinic if they were not previously affiliated. Any questions related to the guidelines may be directed to Delta’s program administrator, Shelley Simpson at ssimpson@delta.ca.

Trainer Conduct

- 1) Each Trainer must abide by the “Code of Conduct” and “Weight Room Etiquette” signs, as posted in each facility.
- 2) Individual Trainer ID cards are issued by Delta upon Delta’s approval of the ERT Application Form and payment of a \$20 registration fee by the Trainer. Each Trainer must wear their Delta ID card during each facility visit, and Trainers must return their ID cards upon termination of their status as a Trainer in accordance with this Agreement, or upon earlier request by Delta.
- 3) Each trainer must purchase two admission bands, and wear both admission bands visible on their wrist, during each facility visit. Admission bands are provided at the customer service desk upon payment for each client’s visit at a cost of \$14 for each client. *Trainers may purchase a 10 admission pass, but monthly and annual passes will not be accepted for professional use.*
- 4) Each Trainer must refrain from soliciting business while in the facility. If approached for personal training services by a patron, the Trainer agrees to refer the patron to the weight room attendant on duty.
- 5) Training privileges are specific to rehabilitative services only. Personal training services and sports specific coaching are not permitted.
- 6) Each Trainer must provide safe and correct instruction for use of all machines, free weights and other equipment in Delta’s facilities.
- 7) Each Trainer must report any incidents to the facility staff for documentation and follow up (injuries, patron complaints).

I acknowledge that I have read and understand this Delta External Rehabilitation Trainer (ERT) Agreement, and by signing this Agreement I agree to the following:

- I agree to abide by all of the terms of this Agreement, and acknowledge that failure to comply may, in Delta’s discretion, result in termination of my use of Delta facilities in accordance with this Agreement.
- I hereby release Delta and any and all of its elected officials, officers, servants, agents and employees (collectively, the “Delta Group”) from, and hereby covenant and agree to indemnify and save harmless each and every member of the Delta Group against any and all manner of liability, actions, causes of action, prosecutions, claims, fines, demands, damages, losses (including, without limitation, economic loss, property damage, personal injury or death), costs or expenses in any way occurring, and by whomsoever made, brought or prosecuted, which the Delta Group or any of them or the Trainer or its officers, servants, agents, employees, contractors, invitees, licensees or guests (collectively, the “Trainer Group”) may sustain or be put to, in any manner based upon, arising out of or attributable to: (a) the execution of this Agreement; (b) any act or omission of the Trainer Group; (c) any neglect or non-compliance on the part of the Trainer Group with the terms, conditions or provisos of this Agreement; or (d) breach of any bylaw, statute or regulation.

Signature _____ Print Name _____ Date _____