

2025 - Affiliate Delivery Partner Agreement

Agreements

This Agreement sets out the Royal Lifesaving Society, Alberta and Northwest Territories Branch (The Lifesaving Society)'s expectations of the undersigned Affiliate Delivery Partner (Affiliate). Signing this Agreement entitles the Affiliate to provide the Lifesaving Society's programs in accordance with the terms of this Agreement.

The Lifesaving Society requires **separate agreements** for Affiliates to be granted the right and privilege to offer **BOAT** (Transport Canada Pleasure Craft Operator Competency), Alberta workplace-approved **first aid**, or **lifejacket loaner stations**. Contact the Lifesaving Society to request a BOAT agreement, first aid agreement, or lifejacket loaner station agreement.

Lifesaving Society Background

The Royal Life Saving Society Canada, also known by its trade name "Lifesaving Society", was chartered in Canada in 1908. The Lifesaving Society was established in Alberta in 1926 to meet a need to improve public safety by helping to prevent drownings.

The Royal Lifesaving Society Canada represents Canada internationally as an active member of the Royal Life Saving Society and the International Life Saving Federation. The Royal Life Saving Society Canada is the national sport organization for competitive lifesaving in Canada through its membership in the International Life Saving Federation.

The Lifesaving Society is the provincial sport organization for competitive lifesaving in Alberta and the Northwest Territories. All lifesaving sport programs and competitive lifesaving activity in Alberta and Northwest Territories will be governed and operated under the rules, standards, and procedures of the Lifesaving Society.

The Alberta Government, through its Sport, Physical Activity and Recreation Division, provides annual association funding to the Lifesaving Society. The Lifesaving Society acknowledges the support and is proud to work in partnership to provide valuable sport, recreation, and physical activity opportunities in Alberta.

1. Lifesaving Society Responsibilities

The Lifesaving Society agrees to abide by all applicable roles and responsibilities outlined in the Lifesaving Society's <u>Policies and Procedures</u> available on the Lifesaving Society's website, https://www.lifesaving.org/, including Section 1: General Society Policies and Section 3: Roles and Responsibilities.

2. Affiliate Responsibilities

Affiliate hereby represents, warrants, covenants and agrees to:

- a. Pay an annual Affiliate fee to the Lifesaving Society (set out in this Agreement).
- b. Abide by all applicable **Policies and Procedures** including Section 1: General Society Policies, Section 3: Roles and Responsibilities, and Section 4: Program Administration and Delivery.
- c. Ensure that all Lifesaving Society leadership volunteers under Affiliate's employ adhere to the applicable Code(s) of Conduct as listed in Policies and Procedures, Section
 2: Code of Conduct. The Affiliate will be responsible for breaches of such Code(s) of Conduct by any such person as if such persons were a party to this Agreement.
- d. Remain in good standing with the Lifesaving Society during the Affiliation Period.
- e. **Submit statistics** of all non-vocational Lifesaving Society courses ran by Affiliate on a quarterly basis to the Lifesaving Society.
- f. Maintain a subscription to the Lifesaving Society's **electronic communications** (i.e. <u>Ripples newsletter</u> and communications) in order to receive information with respect to the Lifesaving Society's programs, services, standards, and policies (and hereby expressly consents to receiving such communications).
- g. Maintain at its sole cost and expense, during the Affiliation Period, appropriate insurance coverage based on the scope and nature of the activities undertaken under this Agreement. The Affiliate is responsible for consulting with its insurance provider to ensure that the coverage reflects the full range of programming and services delivered as part of its affiliation with the Lifesaving Society.
- h. Promptly disclose to the Lifesaving Society, in writing, **any commitment, relationship, or interest** that could conflict with or may be perceived to conflict with Affiliate's responsibilities under this Agreement.
- i. Update its **contact information** by promptly contacting the Lifesaving Society when and if its contact information changes during the Affiliation Period.
- j. Comply with all **applicable laws** during the Affiliation Period.

3. Term and Termination

- a. This Agreement is in force during the **current fiscal year**, beginning April 1 and ending March 31 (the Affiliation Period). Prior to the end of any Affiliation Period, the parties may agree in writing to renew the Affiliation Period for a subsequent one year term(s).
- b. The Lifesaving Society reserves the right to **suspend or terminate this Agreement** immediately if Affiliate breaches any of the terms of this Agreement and such breach is not cured (if curable) within 30 days of written notice of such breach, or if the Affiliate: (i) becomes insolvent or admits its inability to pay its debts generally as they become due; (ii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) is dissolved or liquidated or takes any corporate action for such purpose; (iv) makes a general assignment for the benefit of creditors; or (v) has a new receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material

- portion of its property or business. There will be no refund of paid Affiliate fees if the Lifesaving Society terminates this Agreement as a result of this provision.
- c. The Lifesaving Society reserves the right to **terminate this Agreement** at any time for convenience by providing written notice to Affiliate at least 90 days in advance. There will be a prorated refund of paid Affiliate fees if the Lifesaving Society terminates the Agreement for convenience.

4. Dispute Resolution

- a. Should a **dispute** arise under this Agreement, including with respect to the interpretation, application, or administration of this Agreement, Affiliate and the Lifesaving Society will proceed in good faith and make commercially reasonable efforts to negotiate a resolution of such dispute.
- b. Should the parties not be able to resolve the dispute within 30 days, the Lifesaving Society may, in its sole discretion, terminate this Agreement. In addition or in the alternative, the parties may resolve the dispute by a mediation process which is mutually acceptable to the parties. Should the parties agree to pursue a mediation process, each party will be responsible for its own expenses including legal costs incurred to resolve the dispute during the mediation process.
- c. If the parties do not agree to a mediation process or are unable to resolve the dispute through mediation, the dispute shall be submitted to arbitration by a single independent arbitrator who is acceptable to both parties and whose expenses will be shared equally by the parties. If an arbitrator is not appointed within 14 days after the service by one party upon the other of a notice requesting that it concur in such appointment, the ADR Institute of Canada will appoint an arbitrator. The determination of the arbitrator will be conclusive, final, and binding on the Parties. The Arbitration Act (Alberta) or successor legislation will apply to the arbitration.

5. Confidential Information

- a. Affiliate will not copy, reproduce, or use any Confidential Information in any manner for any purpose outside of the terms of this Agreement, without the express prior written permission of the Lifesaving Society. For the purposes of this Agreement "Confidential Information" means any and all non-public information, including programs, platform ideas, techniques, trade secrets, curricula, pricing policies or price lists, information relating to suppliers or clients, and any other data or information disclosed by Lifesaving Society to Affiliate or of which Affiliate may otherwise acquire, see, or be informed of as a direct or indirect consequence of this Agreement, in connection with or relating to the Lifesaving Society or this Agreement, regardless of whether such information is specifically designated as confidential and regardless of whether such information is in written, oral, electronic, or other form. Confidential Information does not include information which Affiliate can demonstrate with documentary evidence: (i) is or becomes publicly available through no action or fault of Affiliate; (ii) was known to Affiliate prior to the time of disclosure; (iii) was received from a third party that was not under an obligation of confidentiality to the Lifesaving Society with respect to such information; (iv) was developed independently; or (v) which is required to be disclosed or offered in evidence in legal proceedings provided that Affiliate provides prompt prior written notification to the Lifesaving Society of the requirement for such disclosure so as to permit the Lifesaving Society to take, at its own expense, any steps it may deem appropriate for the preservation of the confidentiality.
- b. Affiliate will use its best efforts to protect and guard the Confidential Information from disclosure and/or use by any person in violation of this Agreement in no less than the same manner as it treats its own confidential information. Affiliate shall ensure that any director, officer, independent contractor, employee or agent of Affiliate having access to the Confidential Information undertakes an obligation of confidentiality sufficient to enable Affiliate to comply with all of the terms of this Agreement and

- prevent the disclosure and/or use of the Confidential Information by any such person. Affiliate will be responsible for breaches of this Agreement by any such person as if such persons were a party to this Agreement.
- c. Upon the earlier of: (i) the termination or expiration of this Agreement; or (ii) the written request of the Lifesaving Society; Affiliate, at its sole cost, shall return to the Lifesaving Society all originals, copies, and summaries of documents, materials, and all other tangible manifestations of the Confidential Information in Affiliate's possession or control. Notwithstanding the foregoing, Affiliate shall not be required to destroy or alter any computer archival/backup tapes or files, but such tapes or files must be retained in accordance with the confidentiality provisions of this Agreement.

6. Indemnity and Limitation of Liability

- a. Affiliate will indemnify and hold harmless the Lifesaving Society and its directors, officers, employees, consultants, agents, shareholders, and members (collectively, the Indemnified Party) from and against all **liabilities**, losses, costs, damages, reasonable legal fees, disbursements, fines, penalties, expenses, all manners of action, causes of action, claims, demands and proceedings, all of whatever nature and kind which the Indemnified Party may sustain, pay or incur or which may be brought or made against the Indemnified Party, and whether or not incurred in connection with any action or other proceedings or claims or demands made by third parties, with respect to any occurrence, event, incident or matter caused by or arising as a result of: (i) the negligence of Affiliate or any persons for whom Affiliate is responsible at law (including any of its employees); or (ii) any breach, violation or non-performance of any obligation, covenant, term or condition of this Agreement on the part of the Affiliate.
- b. EXCEPT WITH RESPECT TO ANY BREACH OF SECTION 5 [CONFIDENTIAL INFORMATION], NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES RELATING TO THIS AGREEMENT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. Intellectual Property

- a. "Lifesaving Intellectual Property" means any intellectual property belonging to the Lifesaving Society (or licensed to the Lifesaving Society from a third party, provided that it may be sublicensed pursuant to this Agreement), including works, creations, content, feedback, compilations of information, performance criteria, swimming level names, and analyses, relating to the Lifesaving Society and/or its programs.
- b. Subject to the terms and conditions contained in this Agreement, the Lifesaving Society grants to Affiliate a non-exclusive, non-transferable, royalty-free, limited right and license to use the Lifesaving Intellectual Property and all associated intellectual property rights within Canada in connection with the Lifesaving Society's programs during the Affiliation period (or such shorter period as may be required under the terms of any license agreement between the Lifesaving Society and a third party licensor).
- c. Affiliate acknowledges and agrees that, as between it and the Lifesaving Society, the Lifesaving Intellectual Property and the goodwill associated with the Lifesaving Intellectual Property is the exclusive property of the Lifesaving Society, and any use of the Lifesaving Intellectual Property by Affiliate and the goodwill arising from such use will enure solely to the benefit of the Lifesaving Society.
- d. The Lifesaving Society may from time to time provide reasonable instructions to Affiliates as to the proper use of the Lifesaving Society Intellectual Property. Affiliate will only use the Lifesaving Intellectual Property in accordance with such instructions,

and only in association with goods and services that meet or exceed the standards, specifications, and know-how approved, supplied or otherwise made available by the Lifesaving Society to Affiliate from time to time.

- e. Affiliates shall, on request of the Lifesaving Society, promptly provide the Lifesaving Society representatives samples of any goods displaying the Lifesaving Intellectual Property.
- f. Affiliate shall do all things necessary to assist the Lifesaving Society in the procurement, maintenance, and defense of the Lifesaving Intellectual Property and upon request shall furnish such evidence of use of the Lifesaving Intellectual Property as the Lifesaving Society may require.
- g. Affiliate shall promptly notify the Lifesaving Society in writing of any actual, suspected, or threatened infringement, dilution, or other conflicting use of the Lifesaving Intellectual Property by any third party of which it becomes aware. Affiliate will not challenge the validity of the Lifesaving Intellectual Property at any time. The Lifesaving Society has the sole right, in its discretion, to bring any action or proceeding with respect to any such infringement, dilution, or other conflict and to control the conduct of, and retain any monetary recovery resulting from, any such action or proceeding (including any settlement). Affiliate agrees to cooperate fully with the Lifesaving Society in any such proceedings as may be required by the Lifesaving Society.
- h. Affiliate shall take such measures as may be necessary to ensure that its usage of the Lifesaving Intellectual Property is always in conformity with the laws of Canada.
- i. "Affiliate Intellectual Property" means anything conceived of, developed, created, modified, produced, or improved upon by Affiliate, either alone or with others, in whole or in part, including works, creations, content, feedback, compilations or information, and analyses, during the course of providing the Lifesaving Society's programs. The Affiliate Intellectual Property is the exclusive property of the Lifesaving Society and Affiliate shall have no right, title, or interest in or to the Affiliate Intellectual Property. The Lifesaving Society will have the sole and exclusive right, title and interest in and to the Affiliate Intellectual Property, which right shall continue notwithstanding the termination or expiration of the Agreement. Affiliate hereby assigns to the Lifesaving Society any and all right, title and interest that it may have in and to the Affiliate Intellectual Property and in any right pertaining to the Affiliate Intellectual Property which Affiliate may have or create (and represents and warrants that no other person has any ownership right in the Affiliate Intellectual Property). Affiliate irrevocably waives (and confirms any persons involved in the creation of the Affiliate Intellectual Property.
- j. As between Affiliate and the Lifesaving Society, all intellectual property created by Affiliate unrelated to this Agreement shall be owned by Affiliate.

8. Audit Rights

Following reasonable written notice to Affiliate, the Lifesaving Society or its designate may, at the Lifesaving Society's sole cost and at reasonable times during Affiliate's normal business hours, **inspect** all such premises and/or records as may be necessary to verify or audit Affiliate's compliance with this Agreement.

9. Miscellaneous

a. Nothing herein shall be deemed to constitute either party as an agent, representative, or employee of the other party, or both parties as joint ventures or partners for any purpose. Each party shall act solely as an **independent contractor** and shall not be responsible for the acts or omissions of the other party. Neither party will have the authority or right to represent or obligate the other party in any way except as expressly authorized by this Agreement.

- b. The **waiver** by a party of the other party's breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by such other party.
- c. The parties agree to do such things and execute such further documents, agreements, and assurances as may be necessary or advisable from time to time in order to carry out the terms and conditions of this Agreement in accordance with the true intent.
- d. Affiliate shall **not assign** this Agreement or any of its rights or obligations hereunder without the prior written consent of the Lifesaving Society.
- e. This Agreement shall be **binding** upon the parties and their respective successors and assigns.
- f. In the event that any provision (or any portion of a provision) of this Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such invalidity, illegality, or unenforceability shall **not** affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision (or portion of a provision) had never been contained herein in regards to that particular jurisdiction.
- g. This Agreement constitutes the **entire agreement** between the parties pertaining to the subject matter of this Agreement and supersedes any previous negotiations, agreements, or representations, whether written or oral.
- h. This Agreement may not be **modified or amended** in whole or in part except by written instruments signed by both parties.
- This Agreement will be governed by the laws of the **Province of Alberta** and the federal laws of Canada applicable therein. The parties agree to the exclusive jurisdiction of the courts of the Province of Alberta.
- j. This Agreement may be executed in **counterparts**, and such counterparts together shall constitute one and the same instrument and may be executed and delivered in digital form or by any other **electronic** means including execution by electronic signature and may be delivered by transmission in electronic format, including DocuSign, portable document format (PDF), or tagged image file format (TIFF).

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of April 1, 2025 to May 31, 2026.

| | | AFFI | LIATE | | |
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| Affiliate Name: | | | | | |
| Signing Authority Name: | | | Position/Title: | | |
| Phone: | | | Email: | | |
| Signature: | | | Date: | | |
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| Name: | | | Position/Title: | | |
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| Invoice Email: | | | Contact Email: | | |
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| Town/City: | | | · | | |
| Province/Territory: | | Postal Code: | Province/Territory: | Postal Code: | |
| Year-Round Contact Information: | | | Shipping Address Same As Billing Address: | | |
| | | | *If this Affiliate Agreement is for more than one facility, skip this shipping section and proceed to page 9 to fill out information for all facilities. | | |
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| V | / | MEMBER TY | PE | ANNUAL FEE | |
| | Individu | ual Affiliate Delivery Partner (Sir | ngle Instructor) | \$125.00 | |
| | Small E | Business Affiliate Delivery Partn | er (Multiple Instructors) | \$200.00 | |
| Seasonal Aquatic Affiliate Delivery Pa | | nal Aquatic Affiliate Delivery Par | rtner (One Facility) | \$125.00 | |
| | Aquatio | c Affiliate Delivery Partner (One | Facility) | \$250.00 | |
| Aquatic Affiliate Delivery Partner (Two | | to Five Facilities) | \$500.00 | | |
| Aquatic Affiliate Delivery Partner (Six t. | | o Top Facilities) | \$1,500,00 | | |

\$2,750.00

Aquatic Affiliate Delivery Partner (Eleven or More Facilities)

Program Information

Please select the Lifesaving Society program(s) that Affiliate will run during the Affiliation Period:

| / | WATER SMART EDUCATION | ✓ | ATTENDANT SUITE |
|----------|----------------------------|----------|----------------------------------|
| | Swim to Survive® | | Amenity Attendant |
| | Swim to Survive+® | | Shallow Water Attendant |
| | Lifejacket Loaner Station | | Beach Water Attendant |
| ✓ | SWIM FOR LIFE® | | Wading Pool Attendant |
| | Parent & Tot | ✓ | NATIONAL LIFEGUARD |
| | Preschool | | National Lifeguard Pool |
| | Swimmer | | National Lifeguard Waterpark |
| | Adult Swimmer | | National Lifeguard Waterfront |
| | Fitness Swimmer | | National Lifeguard Surf |
| ✓ | SWIMABILITIES [®] | ✓ | FIRST AID |
| | SwimAbilities® 1-4 | | Lifesaving CPR-C |
| ✓ | CANADIAN SWIM PATROL | | Lifesaving CPR-A |
| | Rookie Patrol | | Basic Life Support |
| | Ranger Patrol | | Basic First Aid |
| | Star Patrol | | Intermediate First Aid |
| ✓ | BRONZE MEDALS | | Aquatic Emergency Care |
| | Bronze Star | | Oxygen Administration |
| | Bronze Medallion | ✓ | LEADERSHIP PROGRAMS |
| | Bronze Cross | | Swim Instructor |
| ✓ | EDUCATION PROFICIENCY | | Lifesaving Instructor |
| | Preschool Proficiency | | SwimAbilities® Instructor |
| | Stroke Proficiency | | Education Proficiency Instructor |
| | SwimAbilities® Proficiency | | National Lifeguard Instructor |
| | Lifeguard Fitness Skills | | First Aid Instructor |
| | | | Sport Coach |
| | | | Officials Instructor |

Interested in offering more programs? As a Lifesaving Society Affiliate, you're eligible to run any of our programs in Alberta and Northwest Territories as long as you follow the relevant policies. Want to get started? Contact us for support in bringing these programs to your community!

Facility Information

If you are an Affiliate Delivery Partner with Aquatic Facilities, we would like to take this opportunity to ensure our database is up to date with the most accurate information. Please take a moment to name all facilities within your affiliate, as well as their main points of contact.

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