

## **N O T I C E**

### **HARNESS MAINTENANCE**

This harness has been designed to give skaters back-up support in the execution of jumps. It is not intended for loads in excess of 200 pounds. It is not designed for any other form of lifting other than the above.

Check your unit once at the beginning of each season.

Every six (6) months check large horizontal cable 1/4 inch for broken strands and replace if any are found. Also check the 1/8 inch cable for broken strands on a regular basis. The most likely area will be the portion that is normally running through the pulley.

Once a year check all nuts and bolts, clamps and turnbuckle for tightness.

Grease swivel pulley on bottom of pulley system, and also grease needle bearing swivel at end of 1/8 inch cable periodically. Do not let these go dry.

Coaches must survey belt and nylon rope before putting skater in harness. Check for deterioration of belt and ropes.

THIS AGREEMENT made in duplicate this 17th day of August, 1992.

BETWEEN:

THE CORPORATION OF THE TOWN OF PELHAM,  
Hereinafter referred to as the "Town",

-and-

THE PELHAM FIGURE SKATING CLUB,  
Hereinafter referred to as the "Club".

WHEREAS the Town owns and operates a community recreation centre known as the Pelham Arena (the "Arena"), located at 1120 Haist Street in the Town of Pelham,

AND WHEREAS the Club desires permission to install and operate, for its exclusive use, a piece of equipment known as a "jump harness", (a description of which is attached as Schedule "A"),

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements herein contained, the parties hereto covenant, promise and agree to as follows:

1. The Town hereby grants permission to the Club, to proceed with the installation of a "jump harness" at the Arena and to operate said equipment for its exclusive use.
2. The Club agrees to request a written warranty from the manufacturer/installer of this equipment and to provide a copy of this document to the Town.
3. The installation of the "jump harness" will be completed in a manner that meets all identified safety standards and is acceptable to the Town and all costs associated with the installation of this equipment will be borne by the club.
4. Any and all component parts that are permanently attached to the Arena will, upon installation, be considered to become part of the Arena and will be owned by the Town. Other component parts, which can be disconnected by means of cables, clamps or other such fittings, will be considered as chattels and will remain the property of the Club.

5. The Club will assume complete and total responsibility for ensuring that, A) a complete safety inspection is conducted by the manufacturer/installer before the equipment is put into use, B) an appropriate program of regular maintenance and inspection is documented with the Club accepting total responsibility for ensuring that this program is followed, and C) upon completion of each and every inspection, a copy of the inspection report is submitted to the Town. All costs associated with the ongoing maintenance, repair and operation of the "jump harness" will be borne by the Club.

6.A) The Club shall, at all times during its use of the Arena, provide and keep in full force and effect, at its own expense, a comprehensive general liability insurance policy in an amount not less than two million dollars (\$2,000,000.00) providing coverage for damages for personal injury, including death, and for property damage. The Town shall be named as a co-insured in this insurance policy and said policy shall be satisfactory to the Town in respect of form and issuer.

B) The Club shall furnish to the Town a copy of this policy. Any policy shall state that it will not be changed or cancelled without thirty (30) days prior written notice to the Town. Copies of all renewals shall be, forthwith, provided to the Town.

C) If the Club fails to obtain the proper insurance as herein provided or fails to provide, forthwith, copies of the insurance policies or copies of renewals of same, before its expiration, termination, or other revocation, or should the insurance policy be terminated, revoked or otherwise expire, the Town may proceed to obtain the required insurance for the benefit of the Town or the Club or both of them, as the case may be, for such a period of time as the Town deems necessary and any premium paid by the Town shall be payable by the club on demand.

7. The Club will assume all liability and responsibility for any maintenance, repairs, vandalism or injury which may occur as a result of the installation or operation of this "jump harness" and will be responsible for the proper supervision of all activities that are conducted utilizing this piece of equipment.

8. The Club hereby indemnifies and saves harmless the Town from and against all liability, losses, damages, actions, causes of action, claims, suits, demands, expenses or costs whatsoever which may arise, either directly or indirectly, by reason of any act, neglect or refusal of the Club, its agents, invitees or licensees or due to or arising out of breach, by the Club, of any provision of this agreement.

9. The Club agrees, further, that each year, immediately following their annual meeting and election of officers, the outgoing executive will review this agreement with the incoming executive in order to ensure that the Club's executive officers are aware of their responsibilities under the terms of this agreement.

10. If the Club should be in default in the observance or performance of any covenant on its part herein contained and should the Club fail to correct or rectify such default within thirty (30) days of receiving written notice of such default from the Town, the Town may terminate this agreement at its sole discretion without prejudice to any rights of the Town which had accrued hereunder before such cancellation.

11. Any notice, demand, acceptance, or request provided for in this agreement shall be in writing and shall be deemed to be sufficiently given if conveyed by personal delivery or, if mailed, by registered mail, to the Town at:

The Corporation of the Town of Pelham,  
20 Pelham Town Square, P.O. Box 400,  
Fonthill, Ontario L0S 1E0

or such other address as the Town may, from time to time, designate in writing, and to the Club by personal delivery to or by mailing, by registered mail, addressed to:

The Pelham Figure Skating Club  
P.O. Box 974,  
Fonthill, Ontario L0S 1E0

or any other such address that the Club may from time to time designate in writing and every such notice shall be deemed to be given upon the day it was so delivered or on the third day after the date upon which it is mailed by registered mail.

12. This agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and there are no other written or verbal agreements or representations between the parties hereto pertaining to the subject matter hereof. Any amendments to this agreement shall be made in writing and shall be signed by all parties hereto.

13. If any term, clause or provision of this agreement shall be adjudged to be invalid, the validity of any other term, clause or provision shall not be affected, and such invalid term, clause or provision shall be deleted from this agreement.

14. This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

15. This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors and administrators, successors, transferee, and permitted assigns.

IN WITNESS WHEREOF the parties hereunto affixed their corporate seals duly attested to by the hands of their proper officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED  
- in the Presence of -

THE CORPORATION OF  
THE TOWN OF PELHAM  
PER:

MAYOR

CLERK

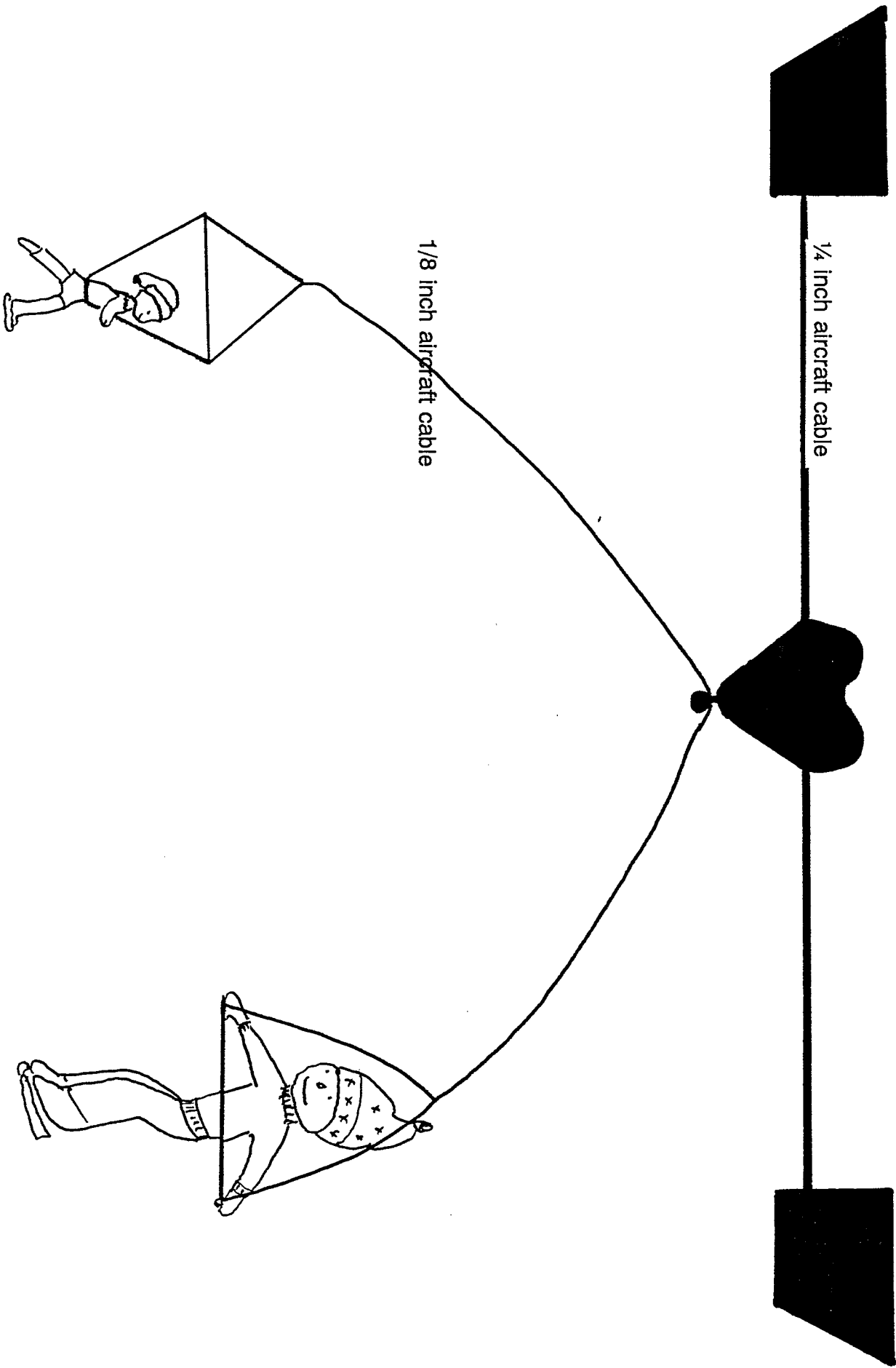
THE PELHAM FIGURE  
SKATING CLUB  
PER:

PRESIDENT

TREASURER

SCHEDULE "A"

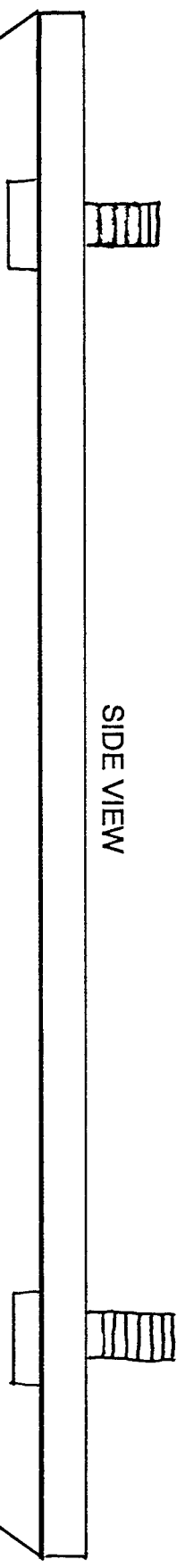
MARC LEBEL  
83 Linden Avenue,  
Buffalo, N.Y.  
14214 716-837-3683



SCHEDULE "A"

MARC LEBEL  
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SIDE VIEW

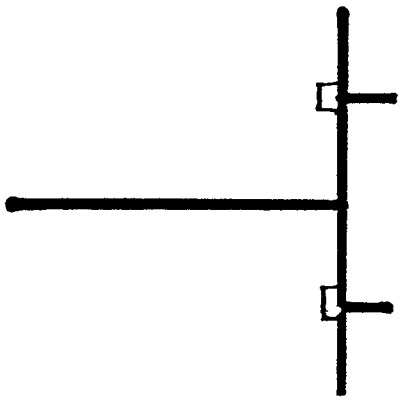


Drill 4 - 1/2 inch  
holes through beam

Two plates per  
installation

Total 8 - 1/2 inch holes

FRONT VIEW



Fabricated From Wide  
Flange Beam  
W 10 x 33 # FLG  
FLG 7/16 Thick  
WEB 5/16 Thick