

HOCKEY ACADEMY MEMBERSHIP CONTRACT

Participants Name: _____ Age: _____ D.O.B: ____/____/____ Gender: Male Female

Parent/ Guardian Name: _____ Relation _____

Cell: _____ Email: _____

Address: _____ City: _____ Zip: _____

Insurance Information: Carrier: _____ Group: _____

FINANCIAL, RELEASE, WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

THIS AGREEMENT MUST BE COMPLETED BY, OR FOR, EACH PARTICIPANT. PLEASE READ CAREFULLY
IT IS AGREED AS FOLLOWS:

Registration Fee: Registration fee of \$150 will be due at the time of enrollment.

Monthly Dues: Monthly dues are set forth in the Hockey Academy Billing Contract and are based on 48 weeks of classes in a 12-month period with 4 weeks taken off for breaks and holidays. The monthly dues remain the same, regardless of the number of classes in that month. No additional charges are made when an additional event occurs within a month and no refunds/credits are given when there are less than four events during the month.

Billing Terms: Your monthly dues will be billed automatically through UTC Ice's EFT (Electronic Fund Transfer) on the 8th of every month. If you wish to change the account number or expiration date on file, please notify the Box Office 10 days before the billing date. In the event that we cannot charge your credit card, you will be required to pay the dues in person by the 1st of the month. Payments received after the 15th of the month will be subject to a **\$10.00 late fee**. If monthly payment has not yet been received by the last day of the following month, said player will effectively be cancelled. Player will be un-enrolled from both classes and scheduled EFT payments of UTC Ice's Hockey Academy, and will be subject to a new Registration fee of \$150.

Billing Errors: You are responsible for notifying UTC Ice of any billing errors within 60 days of the day you receive the bill or you will waive any right to (in other words, you will not be eligible to receive) a refund or credit.

Suspension/Cancellations: A written suspension/cancellation form, provided by the Box Office, must be filled out. Cancellation/Suspension forms must be completed and submitted by the 27th of the month in order to be effective for the following month. Any cancellation/suspension forms submitted after the 28th will not be valid for the following month but the month thereafter. Skating memberships cannot be cancelled by verbal notification to any UTC Ice employee or coaches and/or by not attending class.

Suspension - A non-refundable suspension fee of \$20 will be due upon the submission of the suspension form. You are allowed to suspend your skaters account for up to 3 months. After three months your account will automatically resume billing. If you do not wish to return, a written cancellation form must be submitted in order to terminate the account from auto-resuming. During the period of suspension, the skater may not attend any public sessions using their account; they must pay full price in order to skate public ice time.

Cancellation - Upon canceling the Hockey Academy membership from UTC Ice, said skater will be un-enrolled from classes, public session and scheduled EFT payments. Skaters who wish to re-enroll in UTC Ice's Skating Academy at a later date will be subject to pay the registration fee of \$150 again.

Makeup Classes: There are NO REFUNDS, transfers, credits or extensions for classes not taken.

Public Session Privileges: Only the person who is registered for classes may attend Public Session. Public Session privileges may not be transferred to anyone else. Violation of this rule will result in permanent cancellation of Public Session privileges.

ID Cards: Students are required to show their Membership ID cards to the cashier before every Class and/or Practice. A \$10 fee will be assessed for lost, stolen or forgotten cards.

Advertising Material: UTC Ice has the right to use, for advertising and promotional material, all photographs and or videos taken of myself and my child at UTC Ice's.

I have read and agreed to the terms and conditions of the Hockey Academy Membership Contract and the Hockey Academy Billing Contract.

1. It is the purpose of this agreement to exempt, waive and relieve from liability for personal injury, property damage, and wrongful death, if caused by negligence, including the negligence, if any, of La Jolla Ice Town, Inc., dba UTC Ice ("UTC Ice"), event hosts, other participants, coaches, officials, sponsors, advertisers, and each of them, their officers, directors, agents and employees ("Releasees").
2. For and in consideration of the undersigned's being allowed to participate in sporting activities at UTC Ice, including, but not limited to, ice hockey, broom ball, figure skating, speed skating, skate dancing and any other sporting activity which participant may participate in while on UTC Ice premises (hereinafter referred to as "ice rink activities"), participant (and the parent(s) or legal guardian(s) of participant, if applicable) waive, release Releasees and relinquish any and all claims for liability and cause(s) of action, including for personal injury, property damage or wrongful death occurring to participant, arising out of participation in UTC ICE events, ice rink activities (whether team or individual) and any other sporting activity incidental thereto, whenever or however they occur and for such period said activities may continue, and by this agreement any such claims, rights, and causes of action that participant (and participant's parent(s) or legal guardian(s), if applicable) may have are hereby waived, released and relinquished, and participant (and parent(s)/guardian(s), if applicable) does(do) so on behalf of my/our and participant's heirs, executors, administrators and assigns.
3. Participant (and participant's parent(s)/guardian(s), if applicable) acknowledge, understand and assume all risks relating to ice hockey and any member team activities, and understand that Ice rink activities involve risks to participant's person including bodily injury, partial or total disability, paralysis and death, and damages which may arise therefrom and that I/we have full knowledge of said risks. These risks and dangers may be caused by the negligence of the participant or the negligence of others, including the "releasees" identified below. These risks and dangers include, but are not limited to, those arising from participating with bigger, faster and stronger participants, and these risks and dangers will increase if participant participates in Ice rink activities in an age group above that which participant would normally participate in. I/We further acknowledge that there may be risks and dangers not known to us or not reasonably foreseeable at this time. Participant (and participant's parent(s)/guardian(s), if applicable) acknowledge, understand and agree that all of the risks and dangers described throughout this agreement, including those caused by the negligence of participant and/or others, are included within the waiver, release and relinquishment described in the preceding paragraph.
4. Participant (and participant's parent(s)/guardian(s), if applicable) acknowledge, understand and assume the risks, if any, arising from the conditions and use of ice rinks and related premises and acknowledge and understand that included within the scope of this waiver and release is any cause of action (including any cause of action based on negligence) arising from the performance, or failure to perform, maintenance, inspection, supervision or control of said areas and for the failure to warn of dangerous conditions existing at said rinks, for negligent selection of certain releasees, or negligent supervision or instruction by releasees.
5. If the law in any controlling jurisdiction renders any part of this agreement unenforceable, the remainder of this agreement shall nevertheless remain enforceable to the full extent, if any, allowed by controlling law. This agreement affects your legal rights, and you may wish to consult an attorney concerning this agreement.
6. Participant (and participant's parent(s)/guardian(s), if applicable) agree if any claim for participant's personal injury or wrongful death is commenced against releasees, he/she shall defend, indemnify and save harmless releasees from any and all claims or causes of action by whomever or wherever made or presented for participant's personal injuries, property damage or wrongful death.
7. Participant (and participant's parent(s)/guardian(s), if applicable) acknowledge that they have been provided and have read the above paragraphs and have not relied upon any representations of releasees, that they are fully advised of the potential dangers of ice hockey and understand these waivers and releases are necessary to allow Ice rink activities to exist in their present form.

PARENT OR GUARDIAN SIGNATURE REQUIRED FOR ALL MINORS

PARENT OR GUARDIAN SIGNATURE (if Participant is 18 years of age or younger)

PARENT OR GUARDIAN PRINTED NAME

Date Signed ____/____/____



Hockey Academy Billing Contract

4545 La Jolla Village Dr. San Diego, CA. 92122 - (858) 452-9110

Skater's Name: _____

ID Card #: _____

Registration Fees:

\$150 / One time fee
\$20 / Suspension Fee

Monthly Dues:

2 classes/week (\$129/month)

Equipment Rental Fees: \$35/Month

Equipment Rental Includes:

- ___ Shoulder Pads..... Value of \$35
- ___ Elbow Pads..... Value of \$25
- ___ Shin Pads..... Value of \$35
- ___ Pants..... Value of \$45
- ___ Gloves..... Value of \$25
- ___ Helmet..... Value of \$50

Monthly Dues

Check One: Visa Mastercard American Express Discover

Credit Card# : _____ Exp. Date: ____ / ____ / ____

Card Code# _____ (Visa & Master card the code is the last 3 digit number located on the back of your card on or above your signature line. American Express 4-digit code printed on the front of your main credit card number.)

I authorize UTC Ice to charge my credit card in the

Amount: \$129

on the 8th of each month for Hockey Academy until I submit a written cancellation form to the Box Office. Cancellation forms must be handwritten in person, completed and submitted 10 days before the billing date in order to be effective for the following month.

Signature: _____ Print Name: _____

Relationship to skater: _____ Date: ____ / ____ / ____

Office Use Only:

- Autobilling _____
- Call Back _____
- iContacts _____
- Check Up _____