



MAP Hockey
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**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OR RISK,
INDEMNITY AND PAYMENT AGREEMENT**

In consideration of being allowed (or my child being allowed) to participate in any way in the Minnesota Advancement Program (MAP), FHIT Hockey Program, Minnesota Elite Goaltending Academy (MEGA), FHIT Performance, Dark Horse LLC, or any of Dark Horse LLC divisions, located 1850 105th Ave. NE Blaine, MN 55449, 3650 Plymouth Blvd Plymouth, MN 55446, 1820 Hanley Road Hudson, WI 54016 and any other locations training or services are provided, related programs, leagues, events and activities (collectively “Programs”), the undersigned, acknowledge, appreciate, and agree that:

1. The risk of injury from the activities involved in the Programs are significant, including the potential for personal injury, permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown of my participation (and the participation of my child) in Programs at the MAP/FHIT/ MEGA facilities, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation (including my child’s participation); and,
3. I understand that I (and my Child) must be in good health to participate in the Programs; and,
4. I (and my child) willingly agree to comply with the stated and customary terms and conditions for participation in Programs at the MAP/FHIT/ MEGA facilities. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself or Child from participation and bring such to the attention of the nearest official immediately; and,
5. I, for myself and on behalf of my children, heirs, assigns, personal representatives and next of kin, HEREBY FULLY RELEASE, INDEMNIFY, FOREVER DISCHARGE AND HOLD HARMLESS DARK HORSE ALTHETICS LLC, MINNESOTA ELITE GOALTENDING ACADEMY LLC, its successors and assigns, their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the Programs (collectively “Releasees” or “RELEASEES”), FROM ANY AND ALL LIABILITY, CLAIMS AND DEMANDS OF WHATEVER KIND OF NATURE, EITHER IN LAW OR IN EQUITY,

INCLUDING BUT NOT LIMITED TO INJURY, DISABILITY, DEATH, OR PROPERTY DAMAGE, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law. I also understand that Releasees do not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.

6. I understand and agree that this Agreement covers each and every Program in which I (or my child) participate in.
7. Arbitration: In further consideration of allowing me (or my child) to participate in the aforementioned activities, I hereby agree to submit to binding arbitration any and all claims which I believe we may have against the facility arising from our activities at the facility. The arbitration shall be pursuant to the rules of the American Arbitration Association. The arbitrators shall apply the Federal Rules of Evidence to all proceedings. Arbitration shall be commenced within one (1) year from the date on which any alleged claim first arose. Further, the arbitration shall be held in the town where the Arena is located, unless otherwise mutually agreed to by all the parties. The submission to the American Arbitration Association shall be unlimited and the arbitration award may be enforced by any court of competent jurisdiction.
8. Upon registration for any Program, I acknowledge and agree that I will be required to pay the entire registration fee of the applicable Program. Full payment will be required before Program begins. The entire registration cost is non-refundable.
9. BY REGISTERING YOURSELF OR CHILDREN FOR ANY PROGRAMS, YOU SIGNIFY YOUR AGREEMENT TO THE TERMS OF THIS AGREEMENT. If you do not agree to the terms in this Agreement, you must not use the Website or register for any Programs.
10. DARK HORSE ALTHETICS LLC, MINNESOTA ELITE GOALTENDING ACADEMY LLC may change the terms of this Agreement at any time, and your use of the Website after such changes are posted will mean that you accept them.
11. Payment Schedule: A deposit is required for registration into the program. Monthly payments will then be required until the total program price is paid in full. Membership or enrollment may be suspended at any time when payments are not up to date.

ADDITIONAL PROGRAMS OR MEMBERSHIP TERMS:

1. Purchase of Membership. The Purchaser's membership is expressed in an annual basis. The Operator, in its sole discretion, but giving due consideration to Purchaser's schedule preferences, shall determine and annual schedule (the "Annual Schedule") allocation the membership hours of operation and shall deliver the Annual Schedule to Purchaser no later than December 30 of each year. Purchaser shall have the exclusive use of FHIT Hockey Facilities at St. Thomas Ice Arena, Schwan Super Rink, and the Herb Brooks Training Center during the hours allocated to Purchaser by the Annual Schedule. Notwithstanding the foregoing, Operator may in its reasonable discretion with

the consent of the purchaser, modify the Annual Schedule from time to time to accommodate tournament play and other special events held at the Arena. In such cases, Operator will use reasonable efforts to minimize the interference of such schedule changes upon Purchaser's Annual Schedule. The Operator agrees to allocate membership time to purchaser in a fair and equitable manner with other purchasers and within generally accepted hours of operation

- a. Purchase Price and Payment. Each Annual Payment is due and payable as follows:
 - i. In full or in monthly payments which are due at time of registration
 - ii. Automatic withdrawals with take place on the following dates:
 1. Deposit: Due upon registration
 2. Monthly payments on the same day of the month for as many months it take to pay full balance
 - iii. If you balance is not up-to-date Dark Horse Athletics LLC and Minnesota Elite Goaltending Academy LLC reserves the right to suspend all participation in the membership
 - iv. I agree to pay in full or to put a credit card on file for further payment.
 - v. I agree to allow Dark Horse Athletics LLC and Minnesota Elite Goaltending Academy LLC to automatically withdraw the invoiced amount on the above mentioned dates
 - vi. Dark Horse Athletics LLC and Minnesota Elite Goaltending Academy LLC will not charge your credit card if payment is received two business day before automatic withdrawal dates.
2. Permitted User Assignment; Sale; or Transfer of Ice Time. This agreement is personal to Purchaser and only Purchaser and the "Permitted Users" may use the Arena and Purchaser may not assign, transfer, or convey all or any part of the rights granted to Purchaser hereunder to any other person or entity. Purchaser may not sell, convey, barter trade, or transfer any ice time to any other third party user, including users who have executed ice time agreement with Operator, without permission of Operator.
3. No Refunds. Except as specifically provided for herein, Purchaser shall not be entitled to any refund for any unused Membership Time.
4. Default: Purchaser shall be in default hereunder if Purchaser fails to timely pay or perform any obligation of Purchaser hereunder and remains in default for a period of ten (10) days after the date Operator delivers written notice of default to Purchaser. Upon purchasers default, Operator may, as its option, exercise any one or more of the following remedies (which shall be cumulative in nature):
 - a. Terminate this Agreement by notice in writing delivered to Purchaser;
 - b. Seek monetary damages for any unpaid portions of the purchase price of for other amounts for which purchaser is liable by virtue of its actions or negligence at the Arena;

- c. Resell Purchaser's Membership to any party, in the Operator's sole and absolute discretion; and
 - d. Seek other relief as is available to Purchaser at law or equity
5. I acknowledge and understand that:
 - a. This agreement does not reserve me the right to participate on ice at any and every session I wish to attend
 - b. I (and my child) will not be able allowed to skate in a session that is at or above capacity.
 - c. I (and my child) need to officially reserve all ice times in order to guarantee the ability to participate in an on-ice session
 - d. Dark Horse Athletics LLC and Minnesota Elite Goaltending Academy LLC are not a Division I College Hockey Placement Service and they do not guarantee my child will play College Hockey.
 - e. I will not receive any refund for credit/services that are not used.
 - f. I am responsible for my membership or program agreement with Dark Horse Athletics LLC and Minnesota Elite Goaltending Academy LLC and that there is a \$125 transfer fee for any memberships transferred.
 - g. Dark Horse Athletics LLC and Minnesota Elite Goaltending Academy LLC have the right to refuse any membership or program transfers and must approve any such membership or program transfer.
 - h. Dark Horse Athletics LLC and Minnesota Elite Goaltending Academy LLC have the right to terminate any membership or program for reasons of inappropriate conduct by the members (players or parents) and will receive no refund.
 - i. Your Dark Horse Athletics LLC and Minnesota Elite Goaltending Academy LLC registration does not guarantee admission into the next years MAP Membership Program.
 - j. FHIT Hockey Membership and MAP Hockey Membership is a non-refundable service. Nonrefund policy may even include: injury and medical situations
6. Online Scheduling Rules & Policies. In order to curtail some of the on-ice scheduling issues we have encountered, we are instating a player/parent scheduling code of conduct. The code consists of a few simple requests of common courtesy that will allow us to better serve each of our members.
 - a. Each player will be given a certain number of credits at the start of their membership. Provided that the player has followed the guidelines for session registration and cancellation they will be given more credits to continue their training throughout the rest of their training season. Each player may sign up only for the designated groups in which they have been assigned.
 - b. Players are allowed a 24-hour cancellation period. In the event that a player must cancel a session he/she must cancel 24 hours before the session (However, every player has the ability to sign up for sessions up to the last minute of the skate provided that there is room).

- c. Players who cancel within 24 hours, and have consistent unexcused absences or “No Shows” will be dealt with by means of the following penalties.
 - i. Each time that a member cancels within 24 hours of the session or is a “No Show”, he/she will be charged \$20, which will then be donated towards the Stenerson Sports Foundation. This fee will be automatically charged to the credit card on file from the player’s account.
 - ii. After a member has “No Showed” for 3 sessions within a two-month span they will be locked out of his or her account and required to meet with a coach to get the account unlocked.
- 7. JERSEY POLICY - Dark Horse Athletics LLC and Minnesota Elite Goaltending Academy LLC participants will receive a jersey for select programs to wear for every ice session. Players are expected to be responsible and not lose their jerseys. If you happen to lose your jersey then it is a \$35 charge to get a replacement.

I, the undersigned, do hereby consent and agree that Dark Horse Athletics LLC, Minnesota Elite Goaltending Academy LLC, its employees, or agents have the right to take photographs, videotape, or digital recordings of me and to use these in any and all media, now or hereafter known. I further consent that my name and identity may be revealed therein or by descriptive text or commentary. I do hereby release to Dark Horse Athletics LLC, Minnesota Elite Goaltending Academy LLC, its agents, and employees all rights to exhibit this work in print and electronic form publicly or privately and to market and sell copies. I waive any rights, claims, or interest I may have to control the use of my identity or likeness in whatever media used. I understand that there will be no financial or other remuneration for recording me, either for initial or subsequent transmission or playback.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.