

AHA HOCKEY

PO Box 390215, Edina, MN, USA 55439-0215

TERMS OF REGISTRATION AGREEMENT

Participant Name _____

Date of Birth _____

Address _____ Apt. _____

Telephone (Home) (____) _____

City _____

Telephone (Cell) (____) _____

State/Province _____ Zip/Postal Code _____

Email Address _____

THIS AGREEMENT by and between AHA Hockey, Inc., its Affiliate(s), Local association(s), and member team(s) (hereinafter referred to as "AHA"), party of the first part, and the Participant indicated above, (hereinafter referred to as "Participant", "I", "my" or "me"), party of the second part, witnesseth:

WHEREAS, Participant, from time to time, desires to participate in programs and/or activities in connection with various games of ice hockey, and

WHEREAS, the AHA is experienced and trained in the business of providing for such educational and/or recreational programs and/or activities,

NOW THEREFORE, it is hereby agreed by and between said AHA and said Participant as follows:

1. **Registration.** I am the above named Participant and I am hereby registering to try out for and/or participate in ice hockey programs provided by the AHA. I understand that this registration is not effective until accepted by the AHA and that the AHA may decline to accept this registration for any reason not in violation of local law. Upon acceptance of this registration by the AHA, this registration becomes a contract under which the AHA agrees to permit me to participate in AHA programs and/or activities, in accordance with the AHA's rules, and I agree to be bound by these Terms of Registration and the AHA's rules and policies. Unless the AHA notifies me to the contrary, I understand that this registration is deemed accepted by the AHA upon the AHA's receipt of same together with the required payment in full and confirmed player registration with USA Hockey for sanctioned programs. I understand that this registration shall be effective with respect to this Terms of Registration Agreement until such time as I notify AHA in writing of my request to terminate this Agreement.

2. **Term of Agreement.** I agree that this registration form is binding upon me throughout the duration of my AHA membership and/or participation in AHA programs and shall apply to any and/or all AHA programs or activities. The AHA reserves the right to terminate my participation in AHA programs or activities at any time during the course of that program or activity for any reason which is not in violation of local law. A pro rata refund of program fees will be made, based upon remaining games or sessions, to any player whose participation is so terminated without cause (i.e. not on the basis of a violation of these Terms of Registration or a violation of the AHA's rules, policies, directives, or decisions). This Agreement shall be automatically renewed by my participation in any of AHA's programs.

3. **Payment.** I understand and agree that the full cost (including any amount past due or balance forward for fees or charges) of the program for which I am registering is required to be paid by me to AHA. I further understand and agree:

- A. That I will not be permitted to play or otherwise participate in any AHA programs or activities unless the full program fee is received in the AHA Office at the address listed above before the program begins;
- B. That any payment not made directly to the AHA address set forth above may delay my payment from being credited against my account and may cause late fees or fines to be assessed against me;
- C. That any payment not made in full before the program begins will be subject to a twenty-five (\$25) dollars late payment processing fee for each month or portion thereof that any payment or portion of payment remains due and unpaid. The twenty-five (\$25) dollars fee shall be charged on the first day or each month that payment is not received in full, beginning with the first full month of the program;
- D. That full payment due remains due regardless of my participation or continued participation, whether I choose not to participate, cannot participate for personal or business reasons, or whether I am suspended (e.g. for nonpayment of fees or for breach of AHA rules, policies or directives) unless a proper and timely request for refund has been submitted in accordance with the section on "Refunds" below;
- E. That the program fee of the program is solely for ice time, game officials charges (if applicable), and for organization and administration expenses of the AHA and that the program fee does not include the additional costs to me of any other related expenses such as required uniforms, ice skates, protective equipment, supplies, independent practice ice time, or USA Hockey and affiliate membership fees;
- F. That a Participant's cost of registration includes a Registration Processing fee of thirty (\$30) dollars
- G. That each check submitted for any AHA program returned due to insufficient or unavailable funds shall be subject to a thirty (\$30) dollars charge, or the maximum amount allowable by law, each time the check is so returned;
- H. That I will pay all reasonable costs incurred by the AHA in collecting any amounts due from me hereunder, including but not limited to collection costs, court costs, and attorney's fees; and
- I. That I will reimburse the AHA in full, within ten (10) days of notice, for the cost of any property damage or fines for which I am deemed responsible by the AHA or others or for which the AHA is billed by any event facility.

4. **Refunds.** I agree that any request for a refund of program fees must be made in writing, sent by certified mail, to the address listed above and be received by the AHA prior to the deadline date relating to the program. I understand and agree that the AHA will not provide or be responsible for any refund of program fees to me after: Forty five days prior to the start of any program. The participant's Registration Processing fee is not refundable.

5. **Prorating.** I understand that AHA fees shall not be prorated unless:

- A. I am a first time player to the AHA; or
- B. I am a returning player and my team already has more fully paid players than are required by the AHA; and the prorate shall not be for more than five (5) games/sessions.

6. **AHA Rules.** I have received a copy of, and have read and understand all the terms of, these Terms of Registration. I further understand that a copy of the AHA's current Rules Addendum, and AHA's Preparedness Plan is available to me, completely free of charge, at any time by contacting my captain or by contacting the AHA at the address listed above. I agree to abide by all rules, policies directives, or decisions of the AHA, whether presently in force or adopted by the AHA in the future, including the AHA's rules that all players:

- A. Must wear HECC approved protective helmets, face masks when required, and other protective equipment at all times while on the ice surface, player's bench or penalty box, whether or not play is under way;
- B. Shall conduct themselves in a mature and responsible manner which will reflect favorably upon the AHA and enhance its reputation;
- C. Shall never participate in any AHA program or activity while under the influence of alcohol or any drug or intoxicating substance, and will abide by ice facility substance policies in effect;
- D. Shall comply with the AHA's uniform and color designations relating to his or her team;

- E. May be expelled without refund from the AHA for failure to comply with the Terms of Registration, any AHA rule, directive, or decision, or for any of the following additional reasons: 1. Failure to make full payment when due thereunder; 2. Falsification of registration information; 3. Receiving two (2) game misconduct penalties within a period of twelve (12) calendar months; 4. Receiving one game misconduct penalty and one match penalty within a period of twelve (12) calendar months; 5. Receiving two (2) match penalties within a period of twelve (12) calendar months; 6. Other misbehavior as defined in the Terms of Registration and/or the AHA's rules, policies, directives, or decisions; and 7. Failure to remit additional full payment as part of my team's payment obligation for open roster spots and/or my team member program fees (as part of meeting the minimum revenue requirement as outlined to all captains prior to the start of each program).
- F. Shall comply in all respects to USA Hockey's current official rules of ice hockey, AHA's current Rules Addendum, and AHA's Preparedness Plan.
7. **Assumption of Risk.** I acknowledge, understand, and assume all risks and hazards incidental to and/or inherent in the conduct of ice hockey and any AHA activities. **I UNDERSTAND, ACKNOWLEDGE, AND AGREE THAT THE SPORT OF ICE HOCKEY HAS INHERENT RISKS OF PHYSICAL INJURY TO ME, INCLUDING BUT NOT LIMITED TO, SERIOUS BODILY INJURY, PARTIAL OR TOTAL DISABILITY, PARALYSIS, AND DEATH AND OTHER DAMAGES WHICH MAY ARISE THEREFROM AND THAT I HAVE FULL KNOWLEDGE OF SAID RISKS.** These risks and dangers further include risks of sickness arising from any and all communicable disease, germs, bacteria, viruses or infections, including without limitation the virus responsible for COVID-19, whether now known or later discovered. Participant further acknowledges that there may be risks and dangers not known to me or AHA or not reasonably foreseeable at this time. Participant acknowledges, understands and agrees that all of the risks and dangers described throughout this agreement, including those caused by the negligence of Participant are included within the TOR described herein. Participant acknowledges, understands and assumes the risks, if any, arising from the conditions and use of ice hockey rinks and related premises and acknowledges and understands that included within the scope of this release is any cause of action (including any cause of action based on negligence) arising from the performance, or failure to perform maintenance, inspection, cleaning, disinfecting, 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 any Releasee. These risks and dangers may be caused by my own negligence and/or the negligence of others. I further acknowledge that there may be other risks and dangers not known to me or AHA or that are not reasonably foreseeable at this time. The social and economic losses and/or damages that could result from those risks could be severe and could permanently change my future. I agree to be solely responsible for all medical, and other, costs arising from any injuries I may receive while participating in AHA programs and/or activities. I further agree that prior to participating in any AHA program and/or activity, I will inspect the rink facilities and equipment to be used, and if I believe that anything is unsafe I will immediately advise my coach, instructor, team captain, and the game supervisor of such conditions, and I will refuse to participate until the unsafe condition(s) has been removed. I further understand that the AHA does not warrant any equipment used in any AHA activity or any facility at which AHA activities are held.

ADDITIONAL TERMS and CONDITIONS. AHA and Participant further agree to the following terms and conditions:

8. For and in consideration of my registration with AHA, and me being allowed to participate in AHA programs and/or activities, I hereby agree to hold harmless AHA, its Affiliate Associations, Local Associations, Member teams, event hosts and each of them, their directors, officers, employees, operators, trustees, members, and agents for any and all accidents or loss, however caused.
9. Participant agrees to defend, release, and indemnify AHA, its Affiliate Associations, Local Associations, Member teams, event hosts and each of them, and their directors, officers, employees, operators, trustees, members, and agents against and from any and all claims, expenses, costs, damages, loss, accidents, fines, judgments, awards, liabilities, and causes of action by whomever of wherever made or presented which may arise, however caused.
10. That the AHA's decision shall be final on the adoption, enforcement, and interpretation of all AHA rules and policies, and all other matters relating to AHA activities. I agree to abide by all such decisions notwithstanding my person preferences to the contrary.
11. The AHA will be the sole authority as to what level and what team I will be permitted to participate.
12. Each team will have a team captain who will be elected from among the team's players at the beginning of the season. The team captain will be authorized to act as the sole agent of the team for all purposes relating to AHA activities and events. If I am elected team captain, I will act to ensure that the team strictly complies with all AHA rules and policies.
13. The AHA may use for promotional, advertising, or educational purposes, without notice or compensation to me, any audio and/or visual recordings of any AHA activity in which I may appear.
14. "AHA", "AHA Hockey", "Adult Hockey Association" and "AHA Open Ice", and the names of and rights to all AHA teams, are the exclusive property of the AHA and shall not be used in any manner in connection with any non-AHA programs or any tournaments or multiple games that have not been expressly approved or endorsed by the AHA.
15. No waiver of all or any portion of this agreement by AHA shall be effective except in writing and signed by an authorized officer of AHA.
16. In the event any action is instituted by AHA or Participant to enforce any of the terms or conditions herein, Participant shall reimburse AHA for any costs and reasonable attorney's fees as AHA may incur.
17. To the extent there exists any inconsistency or conflict between these Terms of Registration and any other statement of AHA policy or rules, these Terms of Registration shall prevail and shall remain fully binding upon me.
18. AHA may terminate this agreement at any time upon written notice to Participant. This agreement may not be cancelled by Participant, unless expressly so authorized by AHA in writing.
19. AHA and Participant hereto agree that this agreement shall be deemed executed in the State of Minnesota and this agreement shall be governed by the laws and statutes of the State of Minnesota.
20. This Agreement may be executed by the Participant by facsimile transmitted signature or online acceptance and all parties agree that the reproduction of a signature by way of a facsimile transmitted device or electronic record of acceptance produced by AHA will be treated as though such reproduction was an executed original.
21. I understand that AHA collects personal information required to administer its programs and acknowledge and understand AHA's Privacy Policy listed in its entirety on AHA's website.

ACKNOWLEDGEMENT

Participant hereby acknowledges the reading of this agreement and acknowledges the receipt of a copy hereof and acknowledges further that he/she has not received or relied upon any statements or representations by AHA which are not herein expressed. Participant hereby agrees to all the terms and conditions herein expressed.

IN TESTIMONY WHEREOF, the Participant has subscribed his/her signature as the day and year below written.

Participant signature _____

Date _____

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