

# Puget Sound Amateur Icesports Association Waiver and Financial Policies

## ALL SALES ARE FINAL WITH NO REFUNDS UNLESS STATED IN THE POLICY

I, acting on my behalf or as guardian/parent of a minor member or spouse or other member that I am consenting to be financially responsible, hereby assign to Puget Sound Amateur Icesports Association (PSAIA) and or Tacoma Twin Rinks, LLC (TTR) all, right, title and interest in the retail contract or retail installment contract described herein and do further state that I have fully complied with the federal truth in lending act and all federal trade commission requirements pertaining to holder in due course regulations.

PSAIA is a 501©3 organization that governs:

1). Membership Programs -Rainier Hockey League (RHL), Rainier Women's Hockey League (RWHL), Tacoma Junior Hockey Association (TJHA), Tacoma Figure Skating Club (TFSC), Puget Sound Speedskating Club (PSSC), Rainier Curling Club (RCC) and

2). Activities – Open (Public) Skating, Stick n Puck, Freestyle, Camps, Clinics and Tournaments. When referring to PSAIA, this agreement does so with a collective meaning the Member Programs and Activities. PSAIA has the right to periodically add member programs and activities that benefit its members. This agreement will also be in effect for all programs and activities.

TTR is a Limited Liability Company that has a lease for a building that houses 2 NHL sheets of ice. PSAIA is the client that uses the building for programs and activities for its members.

Any legal fees incurred by PSAIA or TTR in collecting or defending this note will be paid by the responsible party as signed below. Electronic Funds Transfer (EFT) information is the responsibility of the responsible person as signed below. Telephone the bank or institution and verify the route/transit and account numbers. This is a must for savings and loans or credit union and all requests to draft savings accounts. All customers' accounts that will not draft, transfer, or pre note for any reason will be default to monthly billing.

I understand that if my payments are not made in a timely manner that PSAIA or TTR has the right to employ and engage in collection of this debt. By checking the "I accept box" below, I hereby acknowledge and accept that I am entering into a contract with PSAIA or TTR and agree that the owners, directors, management, volunteers, sponsors, employees, partners and staff and/or the heirs of the owners, directors, management, volunteers, sponsors, employees, partners and staff PSAIA, and/or TTR of the aforementioned will not be held responsible for any accidents or loss, however caused. I also agree to release the owners, directors, management, volunteers, sponsors, employees, partners and staff and/or the heirs of the owners, directors, management, volunteers, sponsors, employees, partners and staff of PSAIA, and/or TTR of the aforementioned from all damages, which may arise as a result of or by reason of such accidents or loss.

I have signed the respective National Governing Body waiver of liability during the membership registration and provided a copy of such to the offices of the PSAIA. I acknowledge that I have read, understand, and do hereby agree to follow all TTR, PSAIA, Pacific Northwest Amateur Hockey Association (PNAHA), RHL, RWHL, TJHA, USA Hockey bylaws, rules, policies and guidelines, US Figure Skating bylaws, rules, policies and guidelines, US Speedskating bylaws, rules, policies and guidelines and US Curling bylaws, rules, policies and guidelines.

I will sign the appropriate waiver for activities. Currently the waiver states and may be modified from time to time.

**ALL PARTICIPANTS ARE REQUIRED TO SIGN IN AND READ ACKNOWLEDGEMENT BELOW BEFORE USING THIS FACILITY**

*By signing below, I do hereby acknowledge and understand that ice sports (i.e., ice hockey, figure skating, speed skating, broom ball, curling, and recreational skating) are all physical activities. I agree to exempt, waive, and release from*

## **Puget Sound Amateur Icesports Association Waiver and Financial Policies**

*liability for personal injury, property damage, and wrongful death, including if caused by negligence, including the negligence, if any, of releasees. "Releasees" include USA Hockey, USA Figure Skating Association (USFSA), their affiliate associations, local associations, member teams, clubs, programs, event hosts, other participants, coaches, officials, sponsors, advertisers, arenas, ice rinks, and each of them, their officers, directors, agents, and employees. I acknowledge, understand, and assume the risks, if any, arising from the conditions and use of the ice rinks and related premises and acknowledge and understand that included within the scope of this waiver and releases any cause of actions (including any cause of actions 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, negligent supervision or instruction by releasees. I agree to hold harmless the releasees including Puget Sound Amateur Icesports Association (PSAIA) and/or Tacoma Twin Rinks, LLC, its operators, employees, sponsors, members, and all others involved, and assumes all risks relating to my participation, or the person or persons I am responsible for, including, but not limited to bodily injury, partial or total disability, paralysis and death, and damages which may arise therefrom that I have full knowledge of the risks. I accept full responsibility for my actions and responsibility for injury, theft and/or damages to person and/or property that occurred while using the Tacoma Twin Rinks facility and/or parking lot for any purpose.*

**I acknowledge and understand that a prepaid membership program is non-cancelable, except when a player permanently relocates or is physically unable to play (physician's statement required): Adult Alternate membership is not included in this exception.**

**I acknowledge and understand that a prepaid activity fee is non-cancelable, non-transferable, and non-refundable.**

I acknowledge and understand that season membership's dues will be paid either in full at the time of registration or in equal payments over 9 months for youth - TJHA memberships and 10 months for adult memberships -RHL even though the hockey season is shorter. **A season membership monthly payment plan is non-cancelable (as stated below).** All memberships/activities must be paid in full by the end of the current PSAIA fiscal year.

I understand and acknowledge that sports on ice are a physical and participation in such can result in serious injury and/or death. I acknowledge I am taking part in all Member Programs and Activities on ice and off ice functions to include on ice sessions, games, practices, competitions, events, and tournaments and off ice functions to include training, classes, clinics, and fitness equipment by and for PSAIA, PNAHA, respective National Governing Bodies and/or TTR at my own risk and participant(s) are in good health.

I acknowledge that I have read and understand all of this membership agreement and agree to abide by its contents in whole.

### **Additional Terms and Conditions of Agreement Law Applicable:**

Washington State Law governs this membership agreement. Invalid Provisions: If any part of this agreement is found to be invalid or unenforceable, the remainder of this agreement will be valid and enforceable.

### **Entire Agreement:**

This agreement comprises the entire agreement pertaining to membership and no other agreement of any kind, verbal or understanding or promise whatsoever will be recognized or binding on us.

# **Puget Sound Amateur Icesports Association Waiver and Financial Policies**

## **Dues Adjustment:**

Monthly dues are subject to periodic adjustment upon thirty (30) days advanced notice.

However, dues cannot be raised more than once each calendar year. The obligation to pay dues is not dependent upon the availability of the clubs facilities or the member's usage of such facilities. Repair or maintenance may, at any time make it necessary for PSAIA and/or TTR to restrict the use of, for a temporary period, its facilities.

Power outages, weather, or other acts of nature may cause a restricted use of the facility.

## **Nontransferable:**

All memberships are nontransferable. Signer (s) or Agreement: If there are more than one of you signing this agreement, each of you are individually responsible to fully perform the obligations under this agreement. It is your responsibility to know whether this agreement is in default or that payments have been missed. We are not responsible for notifying you of late payments or any default proceedings unless required to do so under applicable law.

## **No Waiver of Rights:**

We do not waive our right to have future payments made when due if we accept a late or partial payment or delay the enforcement of our right on any occasion.

## **Delinquent Accounts:**

Any account which is more than three (3) days past due may result in the member losing all club privileges. After ninety (90) days, said member may be terminated or suspended if PSAIA and/or TTR deems it is in the best interest of PSAIA and/or TTR to do so. PSAIA and/or TTR may deny or limit credit to any member. Any member thirty (30) days past due automatically loses any charging privileges until the account is brought current. If the financial obligations of any member of PSAIA and/or TTR are delinquent, PSAIA and/or TTR may at its option take whatever action it determines necessary to effect collection. Any Account three (3) or more days past due will be charged a \$35.00 late fee after three (3) days and every thirty (30) days thereafter until the account is current.

## **Collection Costs:**

If the member fails to pay when due any portion of the registration fees, member fees, or any other charges, he or she will pay all costs incurred by PSAIA and/or TTR in collecting such amounts, including, without limitation, attorney's fees, court costs, and collection agency fees of the delinquent balance.

## **Equipment, Services, Rules, Regulations and Policies Medical Analysis:**

Member hereby represents and warrants that he/she is physically sound and that he/she has medical approval to proceed with a normal routine of exercise. PSAIA and/or TTR are relying on the determination of member and member's physician as to the member's fitness to use the facility and equipment of the PSAIA and/or TTR and participation in a physical exercise program.

## **Damages to Facility:**

Member agrees to pay an extra charge for the damages arising from any careless use of equipment and/or intentional damages caused by the member. Should PSAIA and/or TTR be closed and completely unavailable for the members use due to damage by fire, act of god, catastrophe or accident, maintenance repairs, or any other reason, at the sole option of PSAIA and/or TTR, member's memberships will be extended for a period of equal to the time of such unavailability. NO Refunds will be issued.

# Puget Sound Amateur Icesports Association Waiver and Financial Policies

## **Right to Terminate or Change Services, Rates and Facilities:**

It is agreed by the member that PSAIA and/or TTR at its sole and absolute discretion, may cancel any member's membership for any violation of TTR, PSAIA, PNAHA, RHL, RWHL, TJHA, USA Hockey bylaws, rules, policies and guidelines, US Figure Skating bylaws, rules, policies and guidelines, US Speedskating bylaws, rules, policies and guidelines and US Curling bylaws, rules, policies and guidelines. It is further agreed that all regulations, policies, facilities, locations, services, hours, rates, annual or monthly dues, member's fees and charges, are subject to change following the initial term agreed upon, without notice, at the sole discretion of PSAIA and or/ TTR.

## **Personal Property:**

It is understood and agreed that PSAIA and/or TTR and its owners, agents and employees are not responsible for lost or stolen articles of any person's property. Any items left on the premises for thirty (30) or more days may be subject to donation at charitable organizations.

## **Rules, Regulations and Policies:**

As provided and as posted by PSAIA and/or TTR are part of the membership agreement and members are obligated to observe and comply with the same. Reasonable changes, if necessary, regarding the health, protection, or safety of members may be posted from time to time at PSAIA and/or TTR. All membership agreements will be subject to strict compliances. PSAIA and/or TTR may suspend or cancel the membership and deny all use of association facilities to any member whose actions are disruptive, abusive, or interfere with normal association activities, other association members, or staff. Suspension or cancellation of membership shall be at the sole discretion of association Board of Directors or management. Failure by member to so comply will permit PSAIA and/or TTR to cancel member's membership. Cancellation does not relieve a member of the obligation to pay the full price of his/her membership.

## **Membership Definitions:**

The term membership entitles the individual member the use of PSAIA facilities for the period of time coinciding with the season of play applicable to the signing of this agreement or actual start and end time of the activity, camp, clinic, event, or tournament. There are no renewal rights other than the current rates for term memberships being offered by PSAIA and/or TTR at the time of renewal.

## **Change of Address, Phone or Name:**

All members must immediately notify PSAIA and/or TTR of any changes of address, phone number, legal name, or emergency contact. Failure to do so will be deemed to have waived any notice provided for under these regulations.

## **Members Right to Cancel:**

**A) Death or disability;** upon death or total disability of the member the member may cancel the agreement by giving written notice to PSAIA and/or TTR at the members cost. **Any injury sustained at the Tacoma Twin Rinks facility must be reported to a rink employee immediately and an injury report shall be completed at the time of the injury.** (Adult Alternate memberships are non-cancellable and are not included in this member right to cancel guideline.)

**B) Relocation;** the member may cancel the membership if he/she moves to a permanent residence or to a location fifty (50) miles or more from PSAIA, TTR or Sprinker Recreation Center (SPR). **NOTE: Adult Alternate memberships are non-cancellable and are not included in this member right to cancel guideline.**

# Puget Sound Amateur Icesports Association Waiver and Financial Policies

**Note: PSAIA and/or TTR reserve the right to require reasonable evidence of such relocation, death, or disability.**

## **Refund:**

If the member cancels the membership agreement by relocation his/her permanent residence as set forth immediately above, the registration fee is non-refundable and any amount of the membership fee which is not paid, is due in full.

**Permanent Dissolution:** The member may cancel this agreement if PSAIA permanently DISSOLVES.

Refund: If the agreement is cancelled by reason of DISSOLUTION, the member is entitled to a pro-rated refund of the fee which will be computed by dividing the membership fee by the number of months in the agreement term and multiplying the result by the months remaining in the agreement term.

**Fees will be collected in the following manner: All online payments are charged a service charge.**

## **1) Membership Programs**

- a) Paid in Full – Total cost of the membership = Non-refundable Registration fee + membership fee paid in full at registration.
- b) Monthly Payment Plan – Monthly payment plans are available. The contract is set July 1st prior to the current hockey season and ends on June 30<sup>th</sup> following the current hockey season (PSAIA Fiscal Year).
- c) When a member registers: (Youth Program is based on 9 months and Adult based on 10 months).
  - i) at the time registration opens to July 1<sup>st</sup> – only the non-refundable fee will be charged at time of registration
  - ii) July 1<sup>st</sup> – July 31<sup>st</sup> – Non-refundable fee + one month fee (total membership fee/either 9 or 10)
  - iii) August 1<sup>st</sup> – August 31<sup>st</sup> = Non-refundable fee + two months of fees
  - iv) September 1<sup>st</sup> – September 30<sup>th</sup> = Non-refundable fee + 3 months of fees
  - v) This process continues for the balance of the year.
- d) Fees will be processed once a month on the 1<sup>st</sup> of the month.
- e) Fees that do not clear your financial institution at the time of processing will be processed again at a minimum of one (1) time each day until the funds are collected successfully.
- f) Players who skate one (1) time in a month are responsible for and obligated to pay the entire months fees in full.
- g) TJHA players who are on a roster on December 15th are responsible for and obligated to pay the entire season fees in full.

## **2) Activities**

1. Paid in Full – Total cost of the membership