



Blaine Office: 763-717-3232  
Plymouth Office: 763-577-9990  
Hudson Office: 715-808-9566

## 2022 Dark Horse Athletics Waiver

### RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF 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, or any other trainings, programs, divisions, leagues, events or activities conducted or provided by Dark Horse Athletics LLC, MEGA Goaltending, LLC, or FHIT Performance, LLC (collectively "Programs") at 1850 105th Ave. NE, Blaine, MN 55449, 3650 Plymouth Blvd, Plymouth, MN 55446, 1820 Hanley Road, Hudson, WI 54016, 5898 Lachman Ave NE Albertville, MN 55301 or any other locations where such Programs may occur, the undersigned acknowledges and agrees that:

1. The risks of injury from the activities involved in the Programs are significant, including, but not limited to, the potential for personal injury, permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce these risks, the risks of serious injury or death do exist.

In addition, there are the added risks relating to the COVID-19 Coronavirus, which include, but are not limited to, contracting the COVID-19 Coronavirus which may cause me (and my child) to suffer serious illness, injury, disability, or death, and the risk of transmitting the COVID-19 Coronavirus to family, household members, or others who may also suffer these effects.

2. I KNOWINGLY AND FREELY ASSUME AND ACCEPT FULL RESPONSIBILITY FOR ALL RISKS, both those described above and all other risks, known and unknown, relating to my participation (and the participation of my child) in the Programs at the MAP/FHIT/MEGA facilities or at any other locations where the Programs may occur, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES (defined below) or others.

3. I understand that I (and my child) must be in good health to participate in the Programs.

4. I (and my child) agree to comply with the stated and customary terms and conditions for participation in the Programs at the MAP/FHIT/MEGA facilities or at any other locations where the Programs may occur. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself or my child from participation and bring such to the attention of the nearest official immediately.

5. I, for myself and on behalf of my children, heirs, assigns, executors, administrators, personal representatives and next of kin, HEREBY FULLY AND FOREVER RELEASE, INDEMNIFY, DISCHARGE AND HOLD HARMLESS Dark Horse Athletics LLC, MEGA Goaltending, LLC, and FHIT Performance, LLC, their successors and assigns, their owners, officers, directors, managers, governors, officials, agents and employees, other participants, sponsoring agencies, sponsors, advertisers, and owners and lessors of premises used to conduct the Programs (collectively "RELEASEES") FROM ANY AND ALL LIABILITY, CLAIMS AND DEMANDS OF EVERY KIND OR NATURE, WHETHER IN LAW OR IN EQUITY OR UNDER STATUTE OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, LIABILITY, CLAIMS AND DEMANDS RELATING TO ILLNESS, INJURY, DISABILITY, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, HOWSOEVER ARISING OUT OF OR RELATING TO, DIRECTLY OR INDIRECTLY, MY PARTICIPATION (AND THE PARTICIPATION OF MY CHILD) IN ANY OF THE PROGRAMS, to the fullest extent permitted by law. I also understand that RELEASEES do not assume any responsibility for, or obligation to provide, any financial or other assistance in relation to any harm I (or my child) may



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sustain while participating in any of the Programs, including, but not limited to, any medical, health, or disability insurance that would cover any 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 any of the Programs, I agree to submit to binding arbitration any and all claims which I believe I (or my child) may have against any of the RELEASEES. The arbitration shall be pursuant to the rules of the American Arbitration Association. Arbitration shall be commenced within one (1) year from the date on which any alleged claim first arose or else such claim will be deemed forever extinguished. Further, the arbitration shall be held in the town where the applicable Program occurred, 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 as set forth herein. The entire registration fee is non-refundable.

9. BY REGISTERING YOURSELF OR CHILDREN FOR ANY PROGRAM, 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 this Website nor register for any Program.

10. Dark Horse Athletics LLC, MEGA Goaltending, LLC, or FHIT Performance, LLC may change the terms of this Agreement at any time, and your use of the Website, or participation by you (or your child) in any Program, after any such change is posted will mean that you accept the change.

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 access or enrollment may be suspended at any time when payments are not up to date.

#### ADDITIONAL MEMBERSHIP TERMS:

1. Purchase of Membership. The Purchaser's membership is expressed in an annual basis. The operator of the Program (i.e., Dark Horse Athletics LLC, MEGA Goaltending, LLC, or FHIT Performance, LLC, as the case may be) (the "Operator"), in its sole discretion, but giving due consideration to Purchaser's schedule preferences, shall determine the annual schedule (the "Annual Schedule") and the allocation the membership hours of operation and shall deliver the Annual Schedule to Purchaser by December 30 of each year. Purchaser shall have the exclusive use of FHIT Hockey Facilities at Plymouth Ice Center, Hudson Civic Center, Schwan Super Rink, STMA Ice Arena and the Herb Brooks Training Center (each an "Arena") 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.

2. Purchase Price and Payment. Each annual payment is due and payable as follows:



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- (a) In full at time of registration or in monthly payments.
  - (b) If in monthly payments, then a deposit is due at the time of registration and you will make monthly payments on the same day of the month for as many months as it takes to pay the full balance by July 31 of the registration year. You authorize Dark Horse Athletics LLC, MEGA Goaltending, LLC, and FHIT Performance, LLC to automatically charge your credit card the monthly amounts on the above mentioned dates. Dark Horse Athletics LLC, MEGA Goaltending, LLC, and FHIT Performance, LLC will not charge your credit card if payment is received two business days before automatic charge dates.
  - (c) You agree to pay in full or to put a credit card on file for monthly payments. If your balance is not up-to-date, Dark Horse Athletics LLC, MEGA Goaltending, LLC, and FHIT Performance, LLC reserve the right to suspend all participation in your membership.
3. Permitted User Assignment; Sale; or Transfer of Ice Time. This agreement is personal to Purchaser (or Purchaser's child) and only Purchaser (or Purchaser's child) may use the Arena under Purchaser's (or Purchaser's child's) membership. Purchaser (or Purchaser's child) may not assign, transfer, or convey all or any part of the rights granted to Purchaser (or Purchaser's child) hereunder to any other person or entity without written permission of Operator. Purchaser (or Purchaser's child) may not sell, convey, barter trade, or transfer any ice time to any other user, including users who have executed ice time agreement with Operator, without written permission of Operator.
  4. No Refunds. Except as specifically provided for herein, Purchaser shall not be entitled to any refund for any unused membership time.
  5. 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 Operator delivers notice of default to Purchaser. Upon purchasers default, Operator may, at its option, exercise any one or more of the following remedies (which shall be cumulative in nature): (a) Terminate Purchaser's membership; (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 or otherwise; (c) Resell Purchaser's membership to another person; and/or (d) Seek other relief as is available at law or in equity.
  6. Purchaser acknowledges and agrees that:
    - (a) This agreement does not reserve the right to participate on ice at any and every session Purchaser (or Purchaser's child) wishes to attend;
    - (b) Purchaser (or Purchaser's child) may not be allowed to skate in a session that is at or above capacity;
    - (c) Purchaser (or Purchaser's child) need to officially reserve all ice times in order to participate in an on-ice session;
    - (d) Dark Horse Athletics LLC, MEGA Goaltending, LLC, and FHIT Performance, LLC are not a Division I College Hockey Placement Service and they do not guarantee that anyone will play college hockey;



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- (e) Purchaser will not receive any refund for services or ice time that are not used. Non-refund policy may even include injury or medical situations;
  - (f) There is a \$125 transfer fee for any memberships transfer; no membership transfer may occur without the prior written consent of Dark Horse Athletics LLC, MEGA Goaltending, LLC, or FHIT Performance, LLC;
  - (g) Dark Horse Athletics LLC, MEGA Goaltending, LLC, and FHIT Performance, LLC have the right to terminate any membership for reasons of inappropriate conduct by a member (players or parents) and Purchaser will not receive any refund; and
  - (h) Dark Horse Athletics LLC, MEGA Goaltending, LLC, and FHIT Performance, LLC registration does not guarantee admission into any of next year's Programs.
7. Online Scheduling Rules & Policies. In order to address 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 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 at least 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 fail to cancel within 24 hours or 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.
8. JERSEY POLICY – Members 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 lose your jersey, then you will pay a \$35 charge to get a replacement.

I, the undersigned, do hereby consent and agree that Dark Horse Athletics LLC, MEGA Goaltending, LLC, and FHIT Performance, LLC, their employees or agents have the right to take photographs, videotape, or digital or other visual or audiovisual recordings of me and my child (collectively, "Recordings") and to use the Recordings in any and all media, whether now known or hereafter devised. I further consent that my name and identity (and the name and identity of my child) may be revealed therein or by descriptive text or commentary. I do hereby grant to Dark Horse Athletics LLC, MEGA Goaltending, LLC, and FHIT Performance, LLC, their agents and employees all rights to exhibit the Recordings in print and electronic form, publicly or privately, and to market and sell copies. I waive any



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rights, claims, or interest I may have in the Recordings, or to control the use of my (or my child's) identity or likeness in relation to the Recordings in all media. I understand that there will be no financial or other remuneration for recording me (or my child), or relating to any use of the Recordings, including, but not limited to, either for initial or subsequent transmission or playback.

If any provision, or part thereof, of this this Release and Waiver of Liability, Assumption of Risk, Indemnity and Payment Agreement ("Agreement") is declared illegal, invalid, or unenforceable in any legal forum, I consent to the reformation of such provision, or part thereof, to the minimum extent necessary to make it legal, valid, and enforceable; provided that if it cannot be so saved, then such provision or part thereof shall be severed and the remainder of this Agreement shall remain in force.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY AND PAYMENT 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.

This is a legally binding document. I agree to be legally bound by this digital signature. I understand that I have the option to sign a paper copy instead.