

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

I hereby assign to Puget Sound Amateur Icesports Association (PSAIA) all, right, title and interest in the 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.

Any legal fees incurred by PSAIA 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 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 and agree that the owners, directors, management, and staff of Puget Sound Amateur Icesports Association (PSAIA), and/or Tacoma Twin Rinks, LLC (TTR) as well as any sponsors, staff and employees of the aforementioned will not be held responsible for any accidents or loss, however caused. I also agree to release the directors, management, and staff of PSAIA, the Rainier Hockey League (RHL), Rainier Womens Hockey League (RWHL), Tacoma Junior Hockey Association (TJHA) and TTR as well as any sponsors from all damages, which may arise as a result of or by reason of such accidents or loss.

I have signed a USA Hockey waiver of liability 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 and USA Hockey bylaws, rules, policies and guidelines.

I acknowledge and understand that a prepaid membership 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 season membership's dues will be paid in equal payments over 12 months even though the hockey season is shorter. A season membership monthly payment plan is non-cancelable (as stated below).

I understand and acknowledge that hockey is a physical sport and participation in such can result in serious injury and/or death. I acknowledge I am taking part in all hockey sessions, games, practices, on and off ice functions and tournaments by and for PSAIA, PNAHA, RHL, RWHL, TJHA, USA Hockey and TTR at my own risk and player (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.

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## **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, TJHA, RWHL or the RHL 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 PSASIA deems it is in the best interest of PSAIA to do so. PSAIA 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 are delinquent, PSAIA 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 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, TJHA, RWHL and the RHL 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 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 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, member's memberships will be extended for a period of equal to the time of such unavailability.

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

It is agreed by the member that PSAIA, TJHA RWHL or the RHL at its sole and absolute discretion, may cancel any member's membership for any violation of PSAIA's, TJHA's, RWHL's, RHL's, PNAHA's and/or USA Hockey Bylaws, Rules, Regulations and Policies. 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.

## **Personal Property:**

It is understood and agreed that PSAIA 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, TJHA, RWHL, RHL and 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. All membership agreements will be subject to strict compliances.

PSAIA, TJHA, RWHL or RHL 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, TJHA, RWHL or the RHL 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.

There are no renewal rights other than the current rates for term memberships being offered by PSAIA at the time of renewal.

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

All members must immediately notify PSAIA, TJHA, RWHL or RHL 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, TJHA, RWHL or the RHL 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. (Adult Alternate memberships are non-cancellable and are not included in this member right to cancel guideline.)

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Note: PSAIA, TJHA, RWHL and the RHL 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 Closure; The member may cancel this agreement if PSAIA permanently closes and comparable facilities owned and operated by PSAIA are not made available with a fifty (50) mile radius of the closed facility. Refund: If the agreement is cancelled by reason of closure, 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:**

1. Paid in Full – Total cost of the membership = Non-refundable Registration fee + membership fee paid in full at registration
2. 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. Monthly plans are charged a service charge.
3. When a member registers
  - a. at the time registration opens to July 1<sup>st</sup> – only the non-refundable fee will be charged at time of registration
  - b. July 1<sup>st</sup> – July 31<sup>st</sup> – Non-refundable fee + one month fee (total membership fee/12)
  - c. August 1<sup>st</sup> – August 31<sup>st</sup> = Non-refundable fee + two months of fees
  - d. September 1<sup>st</sup> – September 30<sup>th</sup> = Non-refundable fee + 3 months of fees
  - e. This process continues for the balance of the year.

Fees will be processed once a month on the 1<sup>st</sup>, for RHL, RWHL and TJHA memberships.

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.

Players who skate one (1) time in a month are responsible for and obligated to pay the entire months fees in full.

TJHA players who are on a roster on December 15th are responsible for and obligated to pay the entire season fees in full.