

**MAP ELITE & MAP PROSPECTS LLC
dba MAP SOUTH Hockey**

**ASSUMPTION OF RISK, WAIVER OF LIABILITY,
RELEASE AND INDEMNITY TERMS
AND
ADDITIONAL PROGRAM TERMS
(COLLECTIVELY HEREIN THE "AGREEMENT")**

ASSUMPTION OF RISK, WAIVER OF LIABILITY, RELEASE AND INDEMNITY TERMS:

In consideration of being allowed (or my child being allowed) to participate in any manner with or in MAP Elite & MAP Prospects LLC, dba MAP SOUTH Hockey ("MAP SOUTH") and any affiliates thereof, primarily located at 950 Mendota Heights Road, Mendota Heights, MN 55120, and any other locations training or services are provided, and related programs, leagues, events and activities (individually a "Program" or collectively "Programs"), the undersigned acknowledges and agrees 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 specific rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist.
2. I knowingly and freely assume all such risks, both known and unknown of my participation (and the participation of my child) in the Programs, and including my choice to use a half shield face mask during my participation in a Program, at MAP SOUTH facilities, even if arising from the negligence of the Releasees or others (defined at paragraph 5 below), and assume full responsibility for my participation (including my child's participation).
3. I understand that I (and my Child) must be in good health to participate in the Programs.
4. I (and my child) willingly agree to comply with the stated and customary terms and conditions for participation in Programs at MAP SOUTH facilities. If, however, I observe any unusual and/or significant hazard during my presence or participation, I will remove myself or my child from participation and bring such to the attention immediately to the most available representative of MAP SOUTH.
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 MAP SOUTH, their successors and assigns, their members, directors, officers, employees, independent contractors and agents, and other participants, sponsoring

agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the Programs (collectively "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. In further consideration of allowing me (or my child) to participate in the Programs, I hereby agree to submit to binding arbitration with respect to all claims which I believe we may have against the Releasees or a facility arising from Program-related activities at such 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 within a ten mile geographic area where the claim is alleged to have arose, unless otherwise mutually agreed to otherwise 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.

ADDITIONAL PROGRAM TERMS:

1. Purchase of Programs. Program participants ("Purchaser") purchase a program on an annual basis. MAP SOUTH (also, referred to herein as the "Operator"), in its sole discretion, giving due consideration to Purchaser's schedule preferences, shall determine an annual schedule (the "Annual Schedule") which shall present an allocation of program hours of operation, and shall deliver the Annual Schedule to Purchaser no later than March 1st of each year. Purchaser shall have the exclusive use of hockey facilities at Saint Thomas Ice Arena or West St. Paul Ice Arena during the hours allocated to Purchaser pursuant to 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 events held at the hockey facilities. 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 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 program fee payment is due and payable as follows:

- i. In full or in monthly payments which are due at time of registration;
- ii. Automatic withdrawals will take place on the following dates: (1) Due upon registration, or (2) Monthly payments on the same day of the month until the full balance is paid;

- iii. If your balance is not up-to-date, MAP SOUTH reserves the right to suspend all participation in Programs;
- iv. I agree to pay in full or to put a credit card on file for further payment;
- v. I agree to allow MAP SOUTH to automatically withdraw the invoiced amount on the above-mentioned dates; and
- vi. MAP SOUTH will not charge your credit card if payment is received two business days before automatic withdrawal dates.

2. Permitted User Assignment; Sale or Transfer of Ice Time. The program under paragraph 1 above is personal to Purchaser and only Purchaser and the "Permitted Users" may use the hockey facilities, and Purchaser may not assign, transfer, or convey 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 third-party user, including users who have an executed ice time agreement with Operator, without permission of Operator.

3. Agreement to Terms. By purchasing a program for yourself or children, you indicate your agreement to the terms of this Agreement. If you do not agree to the terms in this Agreement, you must not use the MAP SOUTH Website or register for any Programs.

4. Amendment of Agreement. MAP SOUTH may modify or amend the program terms under this Agreement, and Purchasers use of the Website after such changes are posted will indicate your acceptance of such modified or amended term.

5. Payment Schedule. A deposit is required for registration into a Program. Monthly payments will then be required until the total program price is paid in full. Enrollment or participation may be suspended at any time when payments are not up to date.

6. No Refunds. Purchaser shall not be entitled to any refund for any unused program time.

7. 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 or for other amounts for which Purchaser is liable due to Purchaser's actions;
- c. Resell Purchaser's program 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.

8. Acknowledgements. Purchaser acknowledges and understands that:
- a. This Agreement does not reserve the right to participate on ice at any and every session I wish to attend.
 - b. I (and my child) will not be allowed to participate in a session that is at or above capacity.
 - c. I (and my child) need to officially reserve all ice times to guarantee the ability to participate in an on-ice session.
 - d. MAP SOUTH is not a college hockey placement service and does not guarantee my child will play college hockey.
 - e. I will not receive a refund or credit for ice time or services not used, and not for reasons involving injury or medical situations.
 - f. MAP SOUTH has the right to terminate any program participation for reasons of inappropriate conduct by the participant (players or parents) and will not issue a refund in such case.
 - i. Your current MAP SOUTH registration does not guarantee admission into the following year.

9. Online Scheduling Rules and Policies. In order maintain a fair and effective means to schedule and manage participant ice time, the Programs operate under a 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. Players are allowed a 24-hour cancellation period. If a player must cancel a session he/she must cancel 24 hours before the session.
- b. 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 player cancels within 24 hours of the session or is a “No Show”, he/she will be charged \$20.00. This fee will be automatically charged to the credit card on file from the player’s account; and
 - ii. After a player has been a No Show for 3 sessions within a 2-month span, then they will be locked out of their account and required to meet with a coach to get the account unlocked.

10. Jersey Policy. Program 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 there is a \$35.00 charge to get a replacement jersey.

11. Consent to Media Use. Purchasers consent to and agree that MAP SOUTH and its employees and agents have the right to take photographs, videotape, or digital recordings of me and to use these in any form of media, now or hereafter known. Purchaser further consents that names and identities may be revealed therein or by descriptive text or commentary. Purchaser does hereby release MAP SOUTH, and its employees and agents with respect to 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. Purchaser understands that there will be no financial or other remuneration for recording me, either for initial or subsequent transmission or playback.

I HAVE READ THIS AGREEMENT, I FULLY UNDERSTAND THE AGREEMENT, I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

The undersigned is a participant in a Program as defined herein and is age eighteen or older, or the undersigned is a parent or guardian of a participant in a Program that is age seventeen or under. The undersigned agrees that a participant under the age of seventeen at the time this Agreement is signed shall agree to and sign this Agreement prior to participating in any Program upon turning age eighteen.

_____ Age_____ Date Signed_____

Participant Signature

Participant Name (Print)

Parent or Guardian Name (Print)

_____ Date Signed_____

Parent or Guardian Signature
(If Participant is 17 years of age or younger)