



City Ice Pavilion LLC Guest Coach Agreement

Effective 9/1/22 - 8/31/23

Guest coaches **do not** have privileges to teach on public session. Below are City Ice Pavilion's policies, and liability waiver.

1.0 Independent Contractor Membership/Certificate Requirements

- A. Valid Learn to Skate Membership Coach Compliancy Card
- B. Valid U.S. Figure Skating Coach Compliancy Card/USA Hockey Membership
- C. CER Compliant /Level 1 Hockey Certification
- D. Safe Sport Exam Completed Certificate
- E. Professional Liability Insurance

Please email all the above Membership card/Certificate to office@cityicepavilion.com

2.0 Insurance Requirements

Coaches shall procure and maintain at their sole cost and expense, Commercial General Liability Insurance providing; bodily injury, property damage, personal and advertising injury, contractual liability, products/completed operations coverages with minimum limits of liability in the amount of \$1,000,000.00 per occurrence and include abuse and molestation and participant legal liability coverages. **The policy referenced above shall name City Ice Pavilion LLC as Additional Insured.** Certificate(s) of insurance must be delivered to and be kept on file with the office of City Ice Pavilion LLC. Any failure of City Ice Pavilion LLC to detect that the Coaches have not submitted proper certificates of insurance or is otherwise not in compliance with this insurance provision shall not be construed as a waiver or other impairment of City Ice Pavilion LLC and any other related parties' rights required to be named as Additional Insured under this provision.

3.0 Rules and Guidelines

- Guest coaches must sign in and pay their commission fee online (equivalent to the price of ice time), before entering the ice. Session registration limits will not be waived to accommodate guest coaches.
- Guest coaches must abide by all SafeSport guidelines, the USFS/PSA Code of Ethics, all facility rules, and the freestyle etiquette and traffic flow charts on the City Ice Pavilion website.
- Solicitation is not permitted at City Ice Pavilion and will result in loss of guest coach privileges.
- Guest coaches charge their own private lesson fees.
- Guest coaches are not permitted to use the Figure Skating Coaches room
- No more than two skaters are permitted in a semi-private lesson. Coaches are not permitted to run classes or academy style training for more than two students at a time on any session.
- Guest coaches are not permitted to hold off-ice lessons or classes.
- This agreement may be terminated upon breach of any given term or condition.
- **City Ice Pavilion will not refund you or your student for the session if you or your student cancel the lesson.**

All independent coaches are deemed to be independent contractors, and nothing contained in this agreement shall be construed as, or have the effect of, creating or constituting a relationship of employer and employee between the parties to this agreement. I have read all the material on this page, I fully understand the City Ice Pavilion Independent Coaches Agreement, Freestyle Session Etiquette Packet, and the *PSA Code of Ethics*, and I am in agreement with all that I have read.

I enter City Ice Pavilion at my own risk and hereby release City Ice Pavilion, their officers, directors, instructors, and personnel of all liability. I declare that the above information is true. I hereby grant and give City Ice Pavilion the right to use my photograph with or without my name, both singular and in conjunction with other persons and objects for any and all purposes.

Guest Coach Name: _____ Phone: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Email: _____

Signature: _____ Date: _____

Signature of Skating Director: _____ Date: _____

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City Ice Pavilion LLC General Waiver and Release

THIS IS AN IMPORTANT AGREEMENT THAT AFFECTS LEGAL RIGHTS. WE REQUIRE YOU TO READ IT IN ITS ENTIRETY BEFORE SIGNING BELOW.

This Participant/Guest/Visitor/Observer Agreement must be signed by adults (18+) in order to engage in or observe the skating activities ("Activity") offered by City Ice Pavilion. If the participant/guest/visitor/observer is a minor, at least one parent or legal guardian (parent, authorized adult, and guardian being referred to in this document as "Parent") must sign, as evidence of their agreement to these terms and conditions, for themselves and on behalf of the minor participant.

In consideration of being allowed to participate/guest/visit/observe in any way in the skating program, related events and activities of City Ice Pavilion, their agents, owners, volunteers, participants, employees, and all other persons or Entities acting in any capacity on their behalf (hereinafter collectively referred to as "City Ice Pavilion")

I _____ (legal guardian name) on behalf of myself and

on behalf of the minor participant/guest/visitor/observer: _____
(participant/guest/visitor/observer name) the undersigned acknowledge, appreciate and agree that:

ACTIVITIES AND RISKS

The risk of injury from the activities involved in this program is significant and entails known and unanticipated risks, including the potential for physical and/or emotional injury, permanent paralysis and death, and or damage to myself, to property, and/or to third parties. Injuries may include breaks, sprains, bruises and other contusions and in extreme cases emotional upset, anxiety and even death. The description of risks above is not complete and other unknown or unanticipated risks, inherent and otherwise, may be encountered.

While particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and I UNDERSTAND THAT SUCH RISKS SIMPLY CANNOT BE ELIMINATED WITHOUT JEOPARDIZING THE ESSEN-TIAL QUALITIES OF THE ACTIVITY.

ASSUMPTION OF RISKS

If I am an adult Participant, I hereby acknowledge and assume the risks described above and their inherency. I EXPRESSLY ASSUME INHERENT RISKS of Participant in the activities and moving about the premises of the Activity, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others and assume full responsibility for my participation.

If I am an adult Guest/Visitor/Observer, I willingly agree to comply with the stated and customary terms and conditions for Observation of the skating program. If, however, I note any unusually significant hazard during my presence, I will remove myself from said observation and bring such to the attention of the nearest official immediately.

COVID-19 RISKS AND WAIVER

Furthermore, the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and spreads from person-to-person and person-to-object contact. City Ice Pavilion has put in place preventative measures to reduce the spread of communicable diseases; however, we cannot guarantee that you or your child(ren) will not become infected while attending our facilities. While we've implemented reasonable preventive measures consistent with us ice rink association guidelines, we depend on each and every visitor and their families to follow the guidelines from the Center of Disease Control, and all applicable federal, state, and local health department guidelines, rules, laws, and regulations before and while visiting our premises. We are all in this together and rely on each other to adhere to the above-mentioned guidance and legal restrictions.

The undersigned fully understands and acknowledges both the known and potential dangers of utilizing our facilities, services, and programs and acknowledge that use thereof by the undersigned and/or such participating

children may, despite our reasonable best efforts to mitigate such dangers, result in exposure to communicable diseases, which could result in quarantine requirements, serious illness, disability, and/or death.

If I am the Parent of a minor participant/guest/visitor/observer, I have discussed the activities and risks with the minor child who understands and accepts them.

RELEASE AND INDEMNITY

If I am an adult Participant/Guest/Visitor/Observer or Parent (for myself and, to the maximum extent allowed by law, on behalf of the minor participant, my heirs, assigns, personal representatives and next of kin,) HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS City Ice Pavilion, their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the event ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, suffered by me or by the child, if applicable, arising in whole or part from my (or the child's) visit to the premises of the Activity or Participation in any other offered activity, to the fullest extent permitted by law.

CITY ICE PAVILION SAFETY GUIDELINES

Your understanding of our Safety Guidelines ("Guidelines") helps us keep you safe. Please read the following so that you may know what we expect of you. Use, access and/or participation in or on City Ice Pavilion owned equipment will hereby be referred to, individually and collectively, as the "Activity."

This Participation/Guest/Visitor/Observer Release document signed, is required of all adult participants seeking access to the Activity and those minor Participants/Guests/Visitors/Observers that are unaccompanied by an adult (18+) and so permitted with a properly signed and completed Release. Completion of such form is proof of your understanding of the following policies.

There is no quantifiable level of fitness required to participate in the Activity. Participants should be of reasonable health and possess no medical conditions that could pose harm to themselves or others in undertaking light to moderate to strenuous levels of exercise. The Activity requires varying levels of strength, stamina, and agility. If you are unsure about your ability to participate, please consult your doctor prior to your visit. The staff is not responsible for determining an appropriate level of physical fitness; however, the Staff reserves the right to refuse admittance to persons who appear intoxicated or otherwise impaired or unfit for participation.

If you are pregnant, we strongly suggest that you carefully consider whether or not to participate in the Activity. The level of exertion required to participate poses a serious risk of injury to mother and child. All participants shall be dressed appropriately, including wearing no loose jewelry and tying up long hair as they otherwise pose a safety risk. City Ice Pavilion is not responsible for loss or damage caused to personal effects.

All participants/guests/visitors/observers must act considerately and responsibly when interacting with Staff and fellow participants/guests/visitors/observers. Failure to do so is grounds for removal from the Activity. No refunds will be issued. I willingly agree to comply with the stated and customary terms and conditions for participants/guests/visitors/observers in the skating program. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation/guest/visit/observation and bring such to the attention of the nearest employee immediately.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation/guests/visitors/observers in this Activity, I may be found by a court of law to have waived my right to maintain a lawsuit against City Ice Pavilion on the basis of any claim from which I have released them herein. I also understand and agree that I will not participate/guest/visit/observe in the Activity if I am under the influence of alcohol or drugs. I have had sufficient opportunity to read this entire document.

Signature: _____ Date _____