

CANTIAGUE FIGURE SKATING CLUB

RETAINING MEMBER ICE CONTRACT '09 - 10

NAME: _____ DOB: _____ PHONE: _____

ADDRESS: _____

PARENTS' NAMES: _____ BUS. PHONE: _____

HOME CLUB: _____ COACH: _____ FREESTYLE TEST PASSED: _____

CHECK CHOICE	DAYS	TIME	RINK	RESTRIC-TIONS	DATES	EXCEPTIONS	TOTAL WEEKS	DUE WITH CONTRACT	DUE BY 11/15/06	DUE BY 2/15/07	TOTAL DUE	\$ ENCLOSED
	MON	5:45 - 6:45 PM	CANTIAGUE	NONE	9/14, 6/28	12/28, 5/31	40	\$360	\$180	\$180	\$720	
	MON	6:45 - 7:45 PM	CANTIAGUE	NONE	9/14, 6/28	12/28, 5/31	40	\$360	\$180	\$180	\$720	
	TUES	5:30 - 7:00 PM	CANTIAGUE	NONE	9/8, 6/29	12/29/2009	42	\$567	\$283	\$284	\$1,134	
	FRI	5:45 - 6:45 PM	CANTIAGUE	NONE	10/16-6/25	11/27,12/25,1/1	33	\$297	\$149	\$148	\$594	
	FRI	6:45 - 7:45 PM	CANTIAGUE	NONE	10/16-6/25	11/27,12/25,1/1	33	\$297	\$149	\$148	\$594	
<<<Check here if you wish to be the Ice Monitor for a session. Ice Monitors will be chosen based on club seniority, generally offering one session per Ice Monitor to allow the most members to benefit from this opportunity. There is a \$5 per session ice credit to the Ice Monitor or their junior skater. Ice Monitors are responsible for keeping records of attendance and guesting, playing music, as well as enforcing CFSC Ice Rules. Must arrive early for the sessions.							TOTALS:		\$	\$	\$	\$
							MAKE CHECKS PAYABLE TO CFSC. DATE _____ CK# _____					
							BACK OF THIS CONTRACT AND WAIVER?RELEASE MUST BE SIGNED FOR ALL SKATERS*					

PLEASE READ CAREFULLY, THERE ARE NO REFUNDS -- THIS CONTRACT MUST BE SIGNED ON THE OTHER SIDE AND MAILED WITH PAYMENT TO EILEEN PISARZ, 8 ROBIN LANE, PLAINVIEW, N.Y., 11803

CANTIAGUE FIGURE SKATING CLUB ("CFSC" or "The Club") ICE CONTRACT 2009/2010

I. SESSIONS

All scheduled sessions are subject to change or cancellation for any reason. A number of sessions in each series (a series is defined as a full season of one session at the same day and time) are canceled for purposes of CFSC testing, shows or competition. These **unreimbursed** cancellations are built into the cost of contracted ice. The number of planned cancellations are as follows: Mondays and Tuesdays – none, Thursday – one, Friday 5:45 PM series – 2 sessions, Friday 7:45 PM series – 6 sessions. If additional CLUB cancellations occur, either a) the skater will be credited against their future CFSC 2009/2010 Ice Contract payments outstanding or b) the skater will be issued a guest pass for the same dollar value. Choose carefully, there are **no refunds** for member's missed sessions.

II. ICE ASSIGNMENTS

Ice is first assigned to CFSC home club members on a seniority basis. For ice contracts received postmarked after August 21, 2009, ice will be assigned on a first-come, first-served basis. CFSC membership is required for a skater to purchase ice. Ice will not be assigned until 2009/2010 CFSC Membership Application and payment for same has been received by Diane Klein, CFSC Treasurer. If the skater's CFSC Membership is not up to date, the Ice Contract will not be accepted. Membership forms can be downloaded from our website at WWW.CFSC.COM. **The contract and enclosed waiver must be signed or the contract will be returned.**

III. SESSION RESTRICTIONS

Per the Ice Rules, ice sessions may be restricted as indicated for each session.

IV. PAYMENT

Ice Contract payments may be made by check or money order. Ice will be assigned only after the initial 50% Ice Contract payment and the signed contract are received. A late fee will be charged for partial payments due and received after November 15, 2009 and February 15, 2010. There will be no exceptions. This policy is necessary to protect the cost of our ice from increases due to nonpayment by skaters. ***Skaters whose Ice Contract payments are more than 30 days past due will not be permitted to skate on CFSC ice until payment is received. No credit will be issued for sessions lost due to late payment. The club reserves the right to increase contract fees, mid contract, to cover the costs of ice bills.***

V. GUESTING

Guesting is available on all sessions as availability permits. Guesting is based on CFSC Home Club Seniority, then Non-Home Club Seniority. **Waiver must be signed and guesting fee must be paid before going on the ice.**

VI. ICE RULES

Ice rules are designed to facilitate the pleasure and safety of all skaters. A copy of CFSC Ice Rules will be posted at the Cantiago Ice Rink. All Professionals, Skaters and Spectators are expected to abide by the CFSC Ice Rules. Infractions of these rules may lead to the suspension of ice privileges at the discretion of the person in charge of the session, the Ice Chairperson or CFSC Board of Directors. Unused sessions will not be refunded.

Please reserve the session(s) that I have checked off on the reverse side of this Ice Contract. I have read both sides of this agreement thoroughly and understand that it is a legal and binding contract. I understand that I am responsible for the cost of the Ice I have purchased, totaling \$_____ for the 2009/2010 season. I understand that if I should choose to make partial payments I am solely responsible for paying on time to avoid late charges, revocation of ice privileges and permission to test and compete.

Signed: _____

Date: _____

Skater or Parent if Skater is a Minor

Name: _____

CANTIAGUE FIGURE SKATING CLUB
WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT (“AGREEMENT”)

In consideration of participating in Cantiague Figure Skating Club Activities, I represent that I understand the nature of figure skating activities (“activity”) and that I am qualified, in good health and in proper physical condition to participate in such “activity”. I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participation in the “activity”.

I fully understand that this “activity” involves risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by own actions, or inactions, those of others participating in the “activity”, the conditions in which the activity takes place, or the negligence of the “releasees” named below; that there may be other risks either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, costs, and damages I incur as a result of my participation in the “activity”.

I hereby release, discharge, and covenant not to sue the *Cantiague Figure Skating Club*, United States Figure Skating, it’s directors, officers, administrators, sponsors, volunteers, agents, employees, staff, instructors, trainers, other participants, if applicable, owners, lessors of premises on which “activity” takes place (each considered one of the Releasees herein) from all liability, claims, demands, losses, the damages on my account caused or alleged to be caused in whole or in part by the negligence of the “releasees” or otherwise, including negligent rescue operation; and I further agree that if, despite this release, waiver of liability, and assumption of risk, I, or anyone on my behalf, makes a claim against any of the Releasees, that I will indemnify, save and hold harmless each of the releasees from any loss, liability, damage, or cost which any may incur as the result of such claim.

The *Cantiague Figure Skating Club* has the right, but not the obligation, to provide rules, regulations and/or ice monitors for the Club Ice. We hereby acknowledge that the *Cantiague Figure Skating Club* shall not be responsible for the supervision of the members at Club Ice.

I have read this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, understand that I have given up substantial rights by signing it and have freely and without inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect. I have also read and agree to follow the Club ice rules on the back of this waiver.

_____ Printed Name of Participant

Phone: _____
Address _____

Date: _____
Signature of Participant (age 18 or over)

PARENTAL CONSENT AND INDEMNIFICATION AGREEMENT

I, the minor’s parent and or legal guardian, understand the nature of the above referenced activities and the minor’s experience and capabilities and believe the minor to be qualified to participate in such “activity”. I hereby release, discharge, covenant not to sue and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releasees from all liability, claims, demands, losses or damages on the minor’s account caused or alleged to have been caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations, and further agree that if, despite this release, I the minor, or anyone on the minor’s behalf makes a claim against any of the above Releasees, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss and liability, damage, or cost any Releasees may incur as the result of any such claim.

_____ Printed Name of Parent/Guardian

Date: _____
Signature of Guardian

CANTIAGUE FIGURE SKATING CLUB **MAKEUP POLICY**

The Board of Director is pleased to announce that it will once again extend the makeup policy for this contracted season, Fall to Spring 2009/2010. There will once again be a maximum of two makeup sessions available if you are absent on any individual contracted session.

These makeup sessions can be used for absences for any reason. However, they can not be used to replace ice lost due to a test session. That issue was already addressed at the beginning of the season within each series. The club's cost of running those test sessions were absorbed by the testing cost and is not the responsibility of the contracted skater.

These makeup sessions are available immediately and must be taken within three weeks of the absence

Please choose a makeup session of equal length to the one missed. If the makeup session is longer than the session missed, you will be asked to pay the difference at the guesting rate. If the makeup session is shorter than the one missed, you will forfeit the difference.

No makeups will be taken after the date of April 15, 2010.

In order to obtain a makeup for a missed session please contact the following ice chairman by e-mail:

Eileen Pizarz: leeny211@optonline.net

You will receive a reply by e-mail which must be printed and brought to the ice monitor in charge of the session you are going to. **Please give at least 48 hours notice in order to complete this process. No makeups can be taken without the approval of the test chairman.**

August 26, 2009