



City Ice Pavilion LLC Guest Coach Agreement **Effective 9/1/24 - 8/31/25**

This Guest Coach Contract ("Contract") is made and entered into by and between City Ice Pavilion LLC ("City Ice Pavilion") and the undersigned Guest Coach ("Guest Coach"). The parties agree as follows:

1.0 Independent Contractor Membership/Certificate Requirements

- 1.1. Guest Coach shall maintain a current U.S. Figure Skating Coach Compliance Card or USA Hockey Coach Compliance Card.
- 1.2. Guest Coach shall maintain current Professional Liability Insurance through USFSA or USA Hockey.

2.0 Insurance Requirements

- 2.1. Guest Coach shall procure and maintain, at their sole cost and expense, Commercial General Liability Insurance providing coverage for bodily injury, property damage, personal and advertising injury, contractual liability, and products/completed operations. This policy shall include abuse and molestation and participant legal liability coverages with minimum limits of liability of \$1,000,000 per occurrence.
- 2.2. The insurance policy shall name City Ice Pavilion LLC as Additional Insured. Certificates of insurance must be delivered to and kept on file with City Ice Pavilion LLC. Any failure by City Ice Pavilion LLC to detect non-compliance with this insurance provision shall not constitute a waiver or impairment of City Ice Pavilion LLC's rights as Additional Insured.

3.0 Rules and Guidelines

Failure to comply with the terms and conditions set forth in this contract will result in the revocation of Guest Coaching privileges at City Ice Pavilion.

- 3.1. Guest Coach **DO NOT** have privileges to teach on public sessions.
- 3.2. Guest Coach must sign in and pay their commission fee online beforehand. Session registration limits will not be waived for guest Coach.
- 3.3. Guest Coach is responsible for ensuring their students and parents pay admission to the City Ice Pavilion. Guest Coach shall be held accountable if their students fail to pay the required admission fees.

- 3.4. Cancellations between Guest Coach and customers for ice time refunds should not be directed back to the rink. Such matters must be resolved directly between the Guest Coach and the customer.
- 3.5. Guest Coach is strictly prohibited from conducting off-ice lessons or classes within the rink lobby or locker rooms. For gym space, House Coach must independently contact Topline.
- 3.6. Guest Coach must ensure their students register for level-appropriate skating sessions and abide by all session policies. This is also applicable when the Coach is skating for him or herself.
- 3.7. Guest Coach is responsible for educating parents and students on freestyle etiquette, rink rules, and guidelines.
- 3.8. Guest Coach is responsible for their own and their students' behavior and actions on or off the ice, even when not in a lesson. If a student does not follow policies, skaters may be asked by management to leave the ice during their lesson time, refund will not be provided.
- 3.9. Guest Coach assumes all risks and responsibilities for their students, including injuries.
- 3.10. A maximum of two skaters is allowed per semi-private lesson. Guest Coach is prohibited from conducting classes or academy-style training sessions for more than two students simultaneously during any session.
- 3.11. Solicitation is not permitted and will result in the loss of Guest Coach privileges.
- 3.12. Guest Coach is responsible for ensuring that both they and their students cease skating, turn off any music, and clear the ice immediately upon the sounding of the Zamboni horn, without exception.
- 3.13. Guest Coach must abide by the USFSA or USA Hockey Code of Ethics and U.S. Safe Sport guidelines, and maintain a friendly, cooperative, ethical, and positive attitude.
- 3.14. Guest Coach must comply with City Ice Pavilion rink rules and the requests of the City Ice Pavilion LLC Staff.
- 3.15. Verbal abuse, sexual abuse, or harassment of any kind will not be tolerated.
- 3.16. Guest Coach's private lesson skaters will be encouraged to participate in exhibitions, competitions, and shows held at the City Ice Pavilion.
- 3.17. Social media behavior and content deemed disrespectful, dishonest, offensive, harassing, or damaging to City Ice Pavilion's interests or reputation are not allowed and will not be tolerated. City Ice Pavilion reserves the right to monitor social media activities.
- 3.18. Guest Coach must have a signed City Ice Pavilion LLC waiver and Guest Coach Contract before conducting any private lesson.

Independent Contractor Status

All independent Coaches are deemed to be independent contractors, and nothing in this agreement shall create or constitute a relationship of employer and employee between the parties.

Liability Release

Coach enters City Ice Pavilion at their own risk and hereby releases City Ice Pavilion, its officers, directors, instructors, and personnel from all liability. Coach declares that the above information is true and grants City Ice Pavilion the right to use their photograph with or without their name for any purpose.

Agreement

By signing below, I acknowledge that I have read, understand, and agree to all terms and conditions stated in this Guest Coach Contract.

Guest Coach Name: _____ Phone: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Email: _____

Signature: _____ Date: _____

Signature of Head Coach / Office: _____ Date: _____

Please ensure that all required documentation and certificates are submitted along with this signed contract and email to skateschool@cityicepavilion.com and cc: office@cityicepavilion.com

Guest Coach that signs this agreement understand they are Independent Contractors for private lesson instruction. They are not W2 employees of said establishment and must follow Contractor requirements.

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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 ESSENTIAL 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 _____