



**Sports Plus Ice Rink Rental Policy  
Rules and Regulations  
2018-2019 Season**

- **ICE RINK SCHEDULE AND SALES:** All Ice Rink rentals are posted on our website and at the facility on TV screens throughout the facility. Ice Rink rentals posted the day of the event are final, so if your team name or group is listed for an Ice Rink, the Ice Rink time is final. Sports Plus Ice Rink schedule is posted on our website: [www.sportsplusohio.com](http://www.sportsplusohio.com), click on the "Today's Rink Schedule" to see the current day schedule and then click "Show Future Ice Schedule" button below the schedule to get a complete future schedule. In addition, we have a website for hockey at [www.hockeyahl.com](http://www.hockeyahl.com) that you can also use and search for your scheduled event. You can get a complete listing of your team, player, or associations schedule by typing in a portion of your name in the search area. For instance, you can type in "Public" in the "Search Schedule" space and it gives you a complete listing of everything with the word Public in the schedule. On our website: [www.hockeyahl.com](http://www.hockeyahl.com) you can also see our league, tournament, and other event schedules by using the drop down tabs and inputting your league or other age level and hit the "Show" button. If for any reason the Ice Rink schedule is running late due to game(s) running overtime, or another Sports Plus delay, a Sports Plus attendant will notify you of the delay and you will receive your full rental time per the schedule, otherwise you are entitled to the Ice Rink at the start of your time and must be off the Ice Rink by the end of your time, including removal of all your accessories on the Ice Rink such as nets, padding, shooting equipment, etc.
- All ice times are under the control of the Zamboni Driver / Technician. If you have issues or concerns during your scheduled ice times, please see the Zamboni Driver / Technician prior to the start of your session, and you can call him on the Zamboni Driver Cell Phone at 513-808-0170.
- **ICE CUTS** - Your purchased time includes an ice cut if you choose one, prior to taking the ice let the Rink Manager know if you don't want an ice cut and he will not cut the ice at your request, otherwise all scheduled ice events will have an ice cut at the start of your ice time that you are paying, if you want additional ice cuts during your event there may

be an additional charge of \$50 added to your invoice. Most ice cuts take less than 10 minutes, but if a cut goes a little longer due to factors outside of the control of Sports Plus, you're not entitled to go beyond your scheduled ice time. If the ice cut starts on time, based upon your scheduled ice time, you will receive the benefit or suffer the penalty of the ice cut. Please notify Greg Martini, Manager of Sports Plus, if your ice cuts are consistently running over the estimated 10 minute allowance, so that we can address the problem with our Ice Manager. In the event of an unusual circumstance where the ice cut goes longer than 15 minutes, customer is entitled to additional time at the end of their session, but only after approval is granted by the Ice Manager / Zam Driver on Duty and conveyed to the Facility Manager on Duty.

- If an additional ice time is requested/required, there will be an additional \$50 per cut ice fee, and must be requested prior to the start of the game/ice time.
- Ice Cuts require the rink to be clear of all obstacles and customers! Once the door opens for the Zam to enter the ice, everyone is required to leave the ice immediately! It is the responsibility of the Customer to ensure the ice is free of anyone during your scheduled time slot. The Zam Driver reserves the right to cancel the ice cut or extend the scheduled ice time outlined above if someone remains on the ice after the start of your scheduled ice time. **SAFETY IS SPORTS PLUS NUMBER ONE CONCERN AND THE ZAM DRIVER / ICE RINK MANAGER ON DUTY IS RESPONSIBLE FOR MANAGING THE PROCESS ALONG WITH THE CUSTOMER'S ASSISTANCE TO ENSURE THAT NO ONE IS ON THE ICE DURING A SCHEDULED ICE CUT.**
  - **SPORTS PLUS IS A USA HOCKEY "CURFEW RINK", SO ALL GAMES ARE REQUIRED TO BE COMPLETED DURING THE BOOKED ICE TIME, AND TEAMS MUST BE OFF THE ICE AT THE END OF THEIR BOOKED ICE TIME. NO EXCEPTIONS!**
  - This policy will help ensure that all customers will take their ice on time if we all follow these simple rules and regulations. In addition, all Stick Time and Public Skate Sessions will have an ice cut for the final 10 minutes of their session(s). This will give Sports Plus some flexibility to get back on schedule if we've been delayed during the day/night.
- **ALL ICE RINK RENTALS POSTED ONLINE ARE FINAL, AND IF YOUR TEAM IS NOT LISTED ONLINE OR ON THE TV SCREEN YOU CAN NOT TAKE THE ICE WITHOUT THE PERMISSION OF A SPORTS PLUS MANAGER, IF YOUR CAUGHT ON THE ICE WITHOUT BEING ON THE SCHEDULE YOU WILL BE CHARGED FOR THE ICE RINK USAGE AND/OR ASKED TO LEAVE THE FACILITY AND POSSIBLY BANNED IF IT OCCURS MORE THAN ONCE!**
- If an unscheduled event occurs during your ice time rental, such as a fire alarm, facility emergency requiring evacuation, evacuation of the ice due to carbon monoxide levels exceeding acceptable limits, or any other unforeseen event that causes you to lose ice time during your session, Sports Plus will do everything in our power to accommodate your situation, including pushing back your end times to reflect the "lost time" due to the unscheduled event provided it doesn't exceed a 30 minute delay from the actual

scheduled usage times, which would put the rinks on a delay that exceeded 30 minutes. If the delay would cause an excess of a 30-minute delay to the schedule, the ice time will be lost by the contracted customer since the rinks cannot predict these unscheduled events. Management does apologize for the inconvenience and loss of ice time, but is unable to “refund” or “reschedule” the ice time due to such an event.

- If you rented Ice Rink time for broomball, hockey, training, etc., your net(s) and other equipment will be set up at the beginning of your rental period after your ice cut by a Sports Plus employee(s), and will be removed just prior to the end of your rental period, not after your scheduled time. Equipment set up and take down are part of your scheduled rental time, not in addition to your purchased rental time(s), and timing of takedown will be determined by the Rink Manager on duty. This means that if it takes your team a minute or two to remove your nets, that must be completed during your scheduled ice time, so that the ice cut can still occur during the first 10 minutes of the new ice session. We try hard to schedule the rinks to not have conflicting ice cuts, but if one rink or the other get’s behind, it causes critical delays not just for one rink, but for both rinks, so please make sure you follow this policy!
- Ice Rink rentals are for specific time(s), so please don’t use other Ice Rink(s), inline rink, basketball courts, or other areas in the facility before, during, or after your booked session or you will be charged for the usage at our posted rates online, if a Sports Plus employee has to ask you to leave another Ice Rink, inline rink, basketball courts, or other area inside the facility, you may also be asked to leave the facility.
- If you borrow Sports Plus equipment, skates, broomball(s), helmets, sticks, pucks, you will be asked to provide a valid driver’s license or acceptable ID, determined by the Sports Plus Manager on duty, for each item borrowed. If you don’t return the equipment there will be a fee for replacement of the equipment. **NO EXCEPTIONS!**
- All Ice Rink rentals are final, Sports Plus has a 60-day minimum advanced cancellation policy. Any ice booked within sixty days is NOT CANCELLABLE FOR ANY REASON! All cancellations must be emailed to the ice rink scheduler, [gmartini1962@gmail.com](mailto:gmartini1962@gmail.com), and is not considered cancelled until you receive a confirmation reply from the rink scheduler.
- **RESCHEDULED OR CUSTOMER ACCOMODATIONS:** Sports Plus is happy to try to assist you with any ice rescheduling and will charge a \$50 rebooking (restocking) fee, even if the ice time is within your non-cancellation period. Contact Greg Martini by email at [gmartini1962@gmail.com](mailto:gmartini1962@gmail.com) to request your change or call Sports Plus at 513-604-3218.
- **SNOW EMERGENCY** – Sports Plus will be open unless we have a **LEVEL 3 EMERGENCY**, so all Ice Rink rental’s will not be refunded unless Evendale announces a **LEVEL 3 EMERGENCY**, at which time Sports Plus will email blast all of our customers, so be sure you register your email address on our “Join our Mailing List” on the front page of our website: [www.sportsplusohio.com](http://www.sportsplusohio.com) In the event of a Level 3 Snow Emergency, or Sports Plus decision to close the facility during a weather related event, Sports Plus reserves the right to adjust, modify, and manage the rink schedule to allow for the maximum benefit

of the facility, this may result in your scheduled ice times being moved or eliminated to accommodate the overall customer base of the facility, especially when “out of town” teams and activities are involved to ensure the overall best schedule for our customers. Again, we apologize for any inconvenience this situation may cause to our customers, but we will do our best to ensure that everyone’s interest is reviewed to minimize the overall impact on the ice schedule. There are instances where Sports Plus will decide to cancel ice time with less than a Level 3 Snow Emergency, in which case it will clearly post it on our websites or on some of our social media sites, including Facebook, so please watch the sites frequently during any snow emergencies.

- **PAYMENTS ON ACCOUNT:** All Ice Rink rental payments are due prior to taking the Ice Rink. If you rent Ice Rink time regularly, all payments are due on the 1<sup>st</sup> of the month for your Ice Rink rental during the month (i.e. payment in advance of usage). If you rented your Ice Rink using our online Ice Rink rental program, all payments are due at the time of scheduling your Ice Rink time. If payments are not made by the 5<sup>th</sup> day of the month, there will be a 10% surcharge added to your invoice and Sports Plus has the right to remove your schedule and resell the Ice Rink time to other customers. If payment for Ice Rink time is not made by the 15<sup>th</sup> of the month, Sports Plus will cancel all your future Ice Rink times and offer them to other customers. You can make your payments online thru our Account Management System, see Greg Martini for details, or you can make the payment at the front desk and make sure you either email Greg Martini at [gmartini1962@gmail.com](mailto:gmartini1962@gmail.com) your payment information, including the date, receipt number, and amount, so that the payment will be credited to your online account. If you fail to notify Greg Martini thru email or in the office, the payment will not be credited to your account and the late fee will apply! **THIS POLICY WILL BE STRICKLY ENFORCED GOING FORWARD TO PLEASE MAKE SURE YOUR INVOICES ARE PAID IN A TIMELY MANNER.**
- If you choose to use our easy payment online option, thru Authorize.net and CyberSource Merchant Account Services, all payments made online are final, “ALL SALES ARE FINAL!”, so once you make your payment or purchase of ice time, league payment, or any other online payment, you will not be able to receive a refund for the ice time or league.
- **SPORTS PLUS ICE SCHEDULE CHANGES AND UPDATES TO SCHEDULED ICE TIMES:** Sports Plus reserves the right to update, delete, and/or change your ice schedule to allow for special ice events that require specific ice. Since Sports Plus schedules ice as far out as 18 months, we need the flexibility to modify or update our schedule for Tournaments, Corporate Outings, Special Figure Skating Events, or other events that Sports Plus secures throughout the year. Sports Plus will give no less than 14 days advance notice of any updates or changes to your schedule, and will use its best efforts to keep these special events limited, but there are times that opportunities present themselves to Sports Plus that allows us to market and promote our facility, and we don’t want to lose those opportunities. We apologize in advance for any inconvenience these events may occur, and will do our best to keep them to a minimum.

- **IF YOU REGISTER OR PARTICIPATE IN ANY EVENT AT SPORTS PLUS / ZIP CITY ON THE ICE YOU AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS OF OUR ONLINE WAIVER:**
  - **BY REGISTERING FOR A LEAUGE / TOURNAMENT ON OR THRU SPORTS PLUS, ALL COACHES AND PLAYERS OF EACH TEAM AGREE TO THE ONLINE WAIVER, LINK BELOW, AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF SPORTS PLUS / ZIP CITY WAIVER REGARDLESS OF EACH TEAM / PLAYER INDIVIDUALLY SIGNING THE WAIVERS! WHEN A TEAM / INDIVIDUAL PLAYER / COACH / ADMINISTRATOR OR ANY OTHER PERSON REGISTER AND PAY FOR A PARTICIPATING TEAM / PLAYER, THAT TEAM / PLAYER IS BOUND BY THE ONLINE WAIVER REGARDLESS OF THE TEAM / PLAYER HAVING INDIVIDUALLY SIGNING THE WAIVER! ALL PARTICIPANTS IN ANY GAME, PRACTICE, OR EVENT AT SPORTS PLUS WILL BE UNDER THE ONLINE WAIVER TERMS AND CONDITIONS!!**
  - **You can find the online waiver at:**  
<https://zipcitycincinnati.a.pcsparty.com/shared/widgets/login.asp?source=waivers>

## Sports Plus

### Sports Plus Privacy Policy

Sports Plus is strongly committed to protecting your privacy and providing a safe online experience for all of our users and subscribers. Because we gather certain types of information about and from users and subscribers so that we can fulfill your requests and better serve your needs, we feel you should fully understand the terms and conditions surrounding the collection and use of this information. We strive to do everything we can to protect the privacy of our users. We do not sell or exchange personally identifiable information with any third parties.

We collect information volunteered by the consumer, program and league information, name, address, and age of campers during the checkout process. The information we collect is used only by Sports Plus to notify consumers about updates to programs and league play, or information regarding our new programs or leagues being offered.

### Sports Plus Refund Policy

Sports Plus policy states that there are absolutely no refunds for class or league registration. However, credits are issued with a medical note.

### Sports Plus Cancellation/Change Policy

Programs have minimums and maximums and are filled on a first come, first serve basis. Sports Plus reserves the right to add, modify, omit and otherwise change any or all of the program provisions outlined in the brochures and website when deemed in the best interest of the participants. Such changes may also be instituted due to situations which develop that are beyond their control.

Sports Plus reserves the right to modify, postpone or combine programs or change instructors.

## **Sports Plus Hold Harmless Agreement**

### **Release, Assumption of Risk & Indemnity Agreement**

In consideration of the enrollment and participation of the participant designated in the signature block below (“**Participant**”) in Sports Plus or any other sponsor holding hockey camps, hockey clinics, hockey and skating lessons, the sport of ice hockey, broomball, figure skating or other relating skating activities, Public Skates, Family Fun Skates, Group Skates, or Stick Time Skating, and/or any on-ice or off-ice activities related or incident thereto, including without limitation, floor hockey, roller hockey, general conditioning and physical fitness activities, rugby and other similar sporting activities (collectively referred to as “**Activities**”), the Participant and the Participant’s parent or legal guardian accepting responsibility for the group or individuals participating in Activities at Sports Plus, as the case may be (referred to herein as “**Parent**”), agree as follows:

1. **Release.** Participant and Parent hereby waive, release, relinquish and discharge Sports Plus, Martini On Ice, LLC, and any ice arenas at which the Activities take place, together with their agents, employees, officers, owners, instructors, promoters, sponsors, other participants, volunteers, and contractors (“**Instructors**”), on behalf of the Participant and Parent, and their children, parents, heirs, executors, administrators and assigns, from and against any and all claims for liability and causes of action, including for personal injury, property damage or loss or wrongful death occurring to Participant, arising out of or related to participation in the Activities, whenever or however they occur and for such period as the Activities may continue.
  
2. **Assumption of Risk.** Participant and Parent acknowledge, understand and assume all risks relating to the Activities, and understand that the Activities involve risks to Participant’s person including bodily injury, partial or total disability, paralysis and death, and associated damages and that Participant and Parent understand these risks. Participant and Parent acknowledge that these risks and dangers may be caused by the negligence of the Participant or the negligence of others, including the Instructors and that there may be risks and dangers not known or not reasonably foreseeable at this time. Participant and Parent acknowledge, understand and assume the risks, if any, arising from the conditions and use of ice hockey rinks and related premises and acknowledge and understand that they are assuming the risk of and are waiving the right to bring any cause of action (including any cause of action based on negligence)

arising from the performance, or failure to perform, maintenance, inspection, supervision or control of such areas and for the failure to warn of dangerous conditions existing at such rinks, for negligent selection of certain Instructors, or negligent supervision or instruction by Instructors. Participant and Parent acknowledge, understand and agree that all of the risks and dangers described throughout this agreement, including those caused by the negligence of Participant and/or others, are included within the release set forth in **Paragraph 1** above.

**3. Indemnification.** Participant and Parent agree that if (i) any claim for Participant's personal injuries, property damage or wrongful death is commenced against Instructors; or (ii) a third party asserts a claim of personal injury, property damage or wrongful death against Instructors arising from any act or omission of Participant or Parent; then Participant and Parent shall defend, indemnify and hold harmless Instructors from and against any and all such claims or causes of action, by whomever or wherever made or asserted, for damages arising from or related to Participant's or such third party's personal injuries, property damage or wrongful death and all costs associated with such claims or causes of action, including attorney's fees.

**4. Acknowledgments & Use of Name and Image.** Participant and Parent acknowledge and agree that (i) they have been provided sufficient opportunity to read this agreement; (ii) they understand this agreement; (iii) they are fully advised of the dangers of the Activities; (iv) participation in the Activities is voluntary; (v) they agree to be bound by the terms of this agreement; and (vi) Participant does not have any medical, physical or emotional condition that may result in injury or harm to Participant or any other party participating in the Activities. Participant and Parent agree that Participant's name and image may be used in perpetuity in photographs, motion picture films, television broadcasts, and/or in any radio broadcasts covering or promoting the Activities, without payment to Participant or Parent in connection therewith.

**5. Miscellaneous.** This agreement shall be subject to and governed by the applicable laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts of laws. Participant and Parent irrevocably agree that any legal action, suit or proceeding brought by them or on their behalf in any way arising out of this agreement must be brought solely and exclusively in Hamilton County, Ohio and they irrevocably submit to the sole and exclusive jurisdiction of the federal and state courts in Ohio in Personam, generally and unconditionally with respect to any action, suit or proceeding brought by them against the Instructors. In the event that any provision of this agreement conflicts with the law under which this agreement is to be construed or if any such provision is held invalid or unenforceable by a court with jurisdiction, such provision shall be deemed to be restated to reflect as nearly as possible the original intent in accordance with applicable law. The remaining provisions of this agreement and the application of the challenged provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each such provision shall be valid and enforceable to the full extent permitted by law. The paragraph headings used herein are for reference and convenience only and shall not be considered in the interpretation of this agreement. **This agreement affects your legal rights, and you may wish to consult an attorney concerning this agreement.**