



Sports Plus Inline Rink Rental Policy Rules, Regulations & Waiver

PAYMENTS ON ACCOUNT:

- **All Inline Rink rental payments are due prior to taking the Inline Rink.** For ease of our bookkeeping, please make your payments online through the online invoice you have been issued. If you must make your payment at the front desk, make sure you email your payment information (including the date, receipt number, and amount) to inline.me@gmail.com, so that the payment will be credited to your account. If you fail to notify the Inline Rink director via email or in the office, the payment cannot be credited to your account and a late fee will apply!

- If you rent Inline Rink time regularly, all payments are due on the 1st of the month for your Inline Rink rental during the month (i.e. payment in advance of usage). If payments are not made by the 5th day of the month, there will be a **10% late fee** added to your invoice and Sports Plus has the right to remove your schedule and resell the Inline Rink time to other customers. If payment for Inline Rink time is not made by the 15th of the month, Sports Plus will cancel all your future Inline Rink times and offer them to other customers.

INLINE RINK SCHEDULE AND SALES:

All Inline Rink rentals are posted on our website and at the facility on TV screens throughout the facility. Inline Rink rentals posted the day of the event are **final**. Sports Plus Inline Rink schedule is posted on our website: www.sportsplusohio.com (click on the "Today's Rink Schedule" to see the current day schedule). On our website: www.inline.me you can also see our league, tournament, and other event schedules. You are entitled to the Inline Rink at the start of your time and must be off the Inline Rink by the end of your time, including removal of all your accessories on the Inline Rink such as nets, padding, shooting equipment, etc. If for any reason the Inline Rink schedule is running late due to game(s) running overtime, or another Sports Plus delay, you will receive your full rental time.

- Sports Plus has a 30 day minimum advance cancellation policy of your following month's Inline Rink rentals. For instance, if you just paid your December Inline Rink rental on December 3rd, you must notify Sports Plus at that time of any unwanted Inline Rink time for the complete month of January, so Sports Plus has ample opportunity to resell the Inline Rink time, if not you will be charged the full rental for the following month's schedule. If you would like to move your rented Inline Rink time to another time slot on the schedule, it will

be done so at the discretion of the Inline Rink director provided that no other rentals are affected.

- Sports Plus reserves the right to update, delete, and/or change your Inline Rink schedule to allow for special events that require specific rink time. We need the flexibility to modify or update our schedule for Tournaments, Corporate Outings, 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. We apologize in advance for any inconvenience these events may cause, and will use our best efforts to keep these special events limited.

- 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 in the same condition there will be a fee for replacement of the equipment. NO EXCEPTIONS!

- ALL INLINE RINK RENTALS POSTED ONLINE ARE FINAL. IF YOUR TEAM IS NOT LISTED ONLINE OR ON THE TV SCREEN YOU CAN NOT TAKE THE FLOOR WITHOUT THE PERMISSION OF A SPORTS PLUS MANAGER. IF YOU'RE CAUGHT ON THE RINK WITHOUT BEING ON THE SCHEDULE YOU WILL BE CHARGED FOR THE INLINE RINK USAGE AND/OR ASKED TO LEAVE THE FACILITY.

- **SNOW EMERGENCY**

Sports Plus will be open unless we have a LEVEL 3 EMERGENCY, so all Inline Rink rentals will not be refunded unless Evendale announces a LEVEL 3 EMERGENCY. 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. Again, we apologize for any inconvenience this situation may cause to our customers.

Greg Martini

Sports Plus Facility Director

513.604.3218

gmartini@x5net.com

Christian Walter

Sports Plus Inline Rink Director

513.404.5789

inline.me@gmail.com

Sports Plus

10765 Reading Road

Cincinnati, Ohio 45241

513.769.1010

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 inline hockey, lacrosse, field hockey or other related rink activities, Public Skates, Family Skates, Open Hockey, and/or any on-rink or off-rink activities related or incident thereto, including without limitation, general conditioning and physical fitness activities, and any 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 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 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.**