

**Kansas City/Silver Blades Figure Skating Clubs
2020 – 2021 Club Ice Contract**

Skating Season/Schedule

The KCFSC/SBFSC 2020-2021 skating season will run from Friday, October 16, 2020 through Friday, May 14, 2021 plus any session cancellation make-up dates at end of season. The session contract times are as follows:

<u>Monday</u>	<u>Friday</u>
4:10 pm – 5:10 pm	4:10 pm – 5:10 pm

The following are this season’s “Black Out” dates on which there will be no club ice:

- Friday -- November 27, 2020 (Thanksgiving)
- Friday/Monday -- December 21, & 25, 2020 (Christmas)
- Friday/Monday -- December 28, 2020 and January 1, 2021 (New Year’s)
- Friday -- February 5, 2021
- Friday – February 12, 2021
- Friday– March 19, 2021
- Friday -- March 26, 2021 (Skate KC)
- Friday – April 30, 2021
- *KCIC may add one additional Friday/Saturday Weekend Outage during the 2020/2021 season. If additional outage is utilized the dates would be announced in advanced and the value of the session(s) impacted would be refunded to the contracted skaters*

Any weather related cancellations will follow KCIC Rink’s status. In the event of inclement weather please verify with the rink – if KCIC remains open club ice sessions will be held, if KCIC decides to close the facility club ice sessions will be cancelled. Also note that the Clubs reserve the right to preempt any portion of any session upon reasonable notice for special exhibitions. If a session is cancelled the club ice committee will process adjustments either via refunds or a make-up session.

Eligibility

Skaters who have passed **Learn to Skate Pre Free Skate** may utilize club ice. A coach cannot override this level requirement

A skater who is not a member or associate of either Silver Blades Figure Skating Club or Kansas City Figure Skating Club may walk on as a guest only one (1) day during the Club Ice season (which may include both sessions that day). Guest skaters must be a USFSA member and meet the minimum eligibility requirement of having passed Learn to Skate Pre Free-Skate (no coach permission override for guests) and must sign-in with the ice monitor (*Guest Skater Log*) and pay the applicable walk-on rate.

The only individuals allowed to give instruction to skaters on any club session are KCFSC/SBFSC Home Club and Associate Professional members who are USFSA Compliant. Guest coaches must show proof of USFSA of Compliance and must sign-in with the ice monitor (*Guest Coach Log*) and pay a walk-on coaching rate of \$5 per session.

All skaters must sign a waiver and release of liability form prior to taking the ice.

Contract and Walk-on Info

A maximum of 26 skaters will be allowed on a session. Contracted skaters have first priority. Walk-on skaters will then be allowed on a first-come, first-serve basis. If a session is full, then a skater may take the place of an absent contract skater 5 minutes into the skating session according to the clock by the ice. **All skaters need to check in with the ice monitor upon arrival.** If a skater does not check-in with the ice monitor, the ice monitor is not responsible for the availability of ice for that skater.

Rates

There are several ways to pay for Club Ice depending on the session type. A skater may contract specific session(s) and/or may pay to walk-on an individual session. A 15 Session Pre-Paid Walk-On Card may be purchased for \$285 – providing a \$45 savings as compared to the individual walk-on rates. Proration is not available for skating a portion of a scheduled session. Equivalent rates, based on available payment method, are as follows for each type of session:

Session Type	Price per Session		
	Contract Rate	Pre-Paid Card (15 Sessions)	Walk-On Rate
1 Hour Freestyle Session	\$16.00	\$19.00	\$22.00

Payments may be made to the ice monitors in the form of cash or check (*payable to JoCo Club Ice*). There is a \$30 fee for a returned check.

Rules for Skaters/Parents/Coaches

All members are expected to follow proper skating etiquette. The rules set forth herein are for the safety of skaters and coaches, so they should be taken seriously. Current club rules are as follows:

- 1) All members must be courteous and respectful, both on and off the ice, of property and others. Disrespectful behavior, including but not limited to foul language and/or kicking of the ice or boards, will not be tolerated on club ice sessions. All skaters and professionals must strive to avoid on-ice collisions. Skaters must be careful around those at a higher or lower skating level.
- 2) **The skater whose music is playing has the right-of-way. This skater must be wearing a sash provided by the skater. Only the skater whose music is playing and is wearing a sash will be given the right-of-way. Other skaters and coaches must yield to the skater wearing the sash.**
- 3) Skaters in lessons have right-of-way priority immediately below the priority given to the any skater wearing his or her sash.
- 4) Skaters and coaches should not linger in any of the four Lutz corners and should move out of the area as soon as possible. Spins should be practiced in the middle area of the rink.
- 5) Skaters who wish to hold extended conversations need to sit on the bench or step off the ice.
- 6) Observers must watch from the bleachers and are not allowed to stand by the boards.
- 7) The only individuals that are allowed in the hockey boxes during a club session are contracted skaters, ice monitors, officials, and coaches.
- 8) Skaters must **not wear any electronic devices including phones** as they may prevent skaters from being fully aware of others who may have priority. Only coaches may use portable devices for music on the ice.
- 9) Coaches are limited to two skaters per lesson with the exception of skaters preparing for group numbers for a show.
- 10) Props must not endanger any skaters on the ice. They may be used, but may not touch the ice.

COVID-19 Prevention Practices

There are a number of new safety measures based on the guidance of health officials including the Centers for Disease Control and Prevention (CDC) and appropriate state, regional, and local government agencies. In addition, JOCO Club Ice will follow any additional guidelines required by KCIC. The safety and wellbeing of the skaters, coaches, families, and KCIC partners are our top priorities and guide our decisions. Any guidelines, rules, or restrictions can be modified at any time to meet new requirements.

- 1) **The skater whose music is playing has the right-of-way. This skater must be wearing a sash provided by the skater. Only one skater can skate while wearing a sash. Other skaters and coaches must yield to the skater wearing the sash.**
- 2) Due to the number of skaters and coaches on the ice during Club Ice sessions, all skaters, coaches, music monitors, and ice monitors are **required to wear a mask** while participating during Club Ice sessions.
- 3) Reduce physical closeness and keep 6 feet apart when possible. Avoid congregating at the boards.
- 4) Wash hands before and after skating.
- 5) Every effort will be made to have a Music Monitor for club ice sessions especially during busy periods prior to competitions and shows. However, in the absence of a session Music Monitor both skaters and coaches must be respectful of each other and support maintaining the below process to the best of their ability. Club Ice reminds skaters and coaches that high contact touch points are any of the electronic equipment used for playing music and it is recommended to sanitizer hands before/after use.

The above rules are subject to change as determined by the KCFSC/SBFSC Club Ice Committee and notice of any such change will be provided.

If there are any questions about these rules during a session, please see the ice monitor on duty. Skaters who are not in compliance with the above rules are subject to the following disciplinary process at the discretion of the ice monitor and Club Ice Committee:

- 1st Offense: Skater (*and coach and/or parent as appropriate*) will be notified of the violation and given a verbal warning.
- 2nd Offense: Skater will be asked to leave the ice for the remainder of the day and a written notice will be sent to the skater, coach and parent (when applicable) - there will be no refund for the missed session(s).
- 3rd Offense: Repeated Violation will be addressed by the club ice committee with possible loss of Club Ice privileges for the remainder of the club ice season with no refund of any portion of the contract payment.

If any parent/coach/skater of Johnson County Club Ice has a complaint against another participant of JOCO Club Ice, he/she may file a complaint in writing to the Johnson County Club Ice Committee via email at jclubice1@gmail.com. Such complaints will be investigated and resolved according to the JOCO Club Ice's Conflict Resolution policy as documented in the KCFSC/SBFSC Agreement for the Joint Purchase of Club Ice.

Music Guidelines

Any skater may have his or her music played during a club ice session. **MUSIC can be played from a CD or on a cell phone provided the phone is unlocked, the music is cued up, and the skater provides an appropriate phone jack.** Skaters should

submit their CDs or phone to the announcer's box at the beginning of a session and CDs/phones will be played in the order submitted with the following exception:

- Coaches may "bump" a skater's music to the top of the order if that skater is in a lesson.
- Coaches may "bump" only once during a given lesson.
- There will be one skater request played between each coach requested "bump".

A piece of music may only be restarted due to technical difficulty. After a skater's music is played, it will be placed at the end of the line where it may be played again after all requested music has been played at least once and the rotation begins again – time permitting. Skaters with two programs will have the second program played with the same priority as if requesting the first program a second time – played as time allows after all other submitted music has been played one time.

Every effort will be made to have a Music Monitor for club ice sessions especially during busy periods prior to competitions and shows. However, in the absence of a session Music Monitor both skaters and coaches must be respectful of each other and support maintaining the above process to the best of their ability.

Injuries

If a skater is injured during the span of this contract, the skater is still responsible for timely payment of their contract. An injured skater can submit a written request to the contract billing manager for review by the KCFSC/SBFSC Club Ice Committee for an adjustment to their bill. Medical documentation from a physician must be submitted for review. If an adjustment is granted, in no case will the adjustment be greater than 50% of the time off the ice. To be considered for any payment adjustment, the skater must be off the ice for a minimum of four (4) weeks. After a return to any ice surface, the skater is no longer considered injured.

Contract Terms and Conditions

The term of this contract is from October 16, 2020 through May 14, 2021, plus any session cancellation make-up dates at end of season.

Skaters may only skate the sessions for which they have contracted or have paid to walk-on via cash, check, Pre-Paid Walk-On Card, or Make-Up Credit. Skaters who contract one (1) or two (2) sessions will receive a total of two (2) Make-Up Credits.

On a full session, contracted skaters have first priority. Once all twenty-six (26) slots per session are full, no other ice will be sold on a contract basis and only slots for contract skaters who are absent on a given day will be made available for punch card or walk on skaters. All walk-ons are on a first-come-first-serve basis (including those using a Make-Up Credit).

Skaters are allowed to change one contracted session to any available contract session once in the lifetime of the contract, provided that the session the skater is moving to not full. Any additional change(s) to the contracted session(s) is subject to a \$30 change fee.

Contracts received after the start of the club ice season will be prorated accordingly, based on the number of sessions remaining for the session(s).

If a skater leaves the sport, this contract can be relinquished to the club with a 50% payment of the remaining ice balance. A contract may be transferred to another skater if the balance of the contract is paid in full. Contracts not paid in full 90 days after the final bill will be sent to an agency for collection. Fees and costs associated with collection of past due accounts will be the responsibility of the skater.

Should JOCO Club Ice not be able to fulfill purchased ice contracts due to COVID-19 guidelines, JOCO Club Ice will make amends for the unused balance of a skater's contracted session(s). Such amends may include options such as a refund of value of unused session(s) or application toward new sessions offered at a later date. If you are currently on a payment plan, your account must be current in payments or paid in full by March 1 before amends are processed.

Contracted Ice Billing Schedule and Payment Policies

All contracts must be submitted with the 1st scheduled payment in order to be accepted. Subsequent payments are due as follows based on the payment plan selected:

- **Lump Sum Payment Plan**
Total contract amount is due with Contract Submission – no further payments are due.
- **Three Payment Plan**
The first installment will be due with Contract Submission and subsequent two (2) installments will be due on the January 4, 2021 and March 1, 2021, for a total of three (3) payments.

If you have a credit from 2019/2020 Club Ice season, it will be applied towards your first payment. Any amount less than 1/3 of the contract total will be required with the contract. You can access your JOCO Club Ice account via the links on any 2019/2020 invoice reminder emails or send questions to jclubice1@gmail.com.

Courtesy reminders will be emailed on or about each payment due date as listed above. **Payments not received within thirty (30) days of their due date will be assessed a \$30.00 late fee which must be paid in addition to the original amount due in order to bring the account current.** At that time the skater(s) will be considered “not in good standing” and will not be allowed to test, compete, or utilize club ice sessions until the account is brought current.

A \$30.00 fee will be charged on all returned checks and the subsequent payment made to replace the returned check must be in the form of cash or money order. Non-payment of a contract bill may result in the total amount due being sent to an agency for collection.

Please note that the JoCo Club Ice has contracted with the rink for the above ice times. Therefore, we are contracting ice to our members for the full time period stated for the entire skating season. Inability to receive lessons during your contracted sessions is NOT grounds for voiding this contract. Please check with your coach before contracting. The Club reserve the right to cancel, limit or reschedule ice sessions, as deemed necessary - including the right to convert any freestyle session to an open session or to cancel a session due to lack of contracts. Funds paid for sessions cancelled/converted will be credited to club ice contracted account and any balance will be refunded after the end of the contract period.

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY

This agreement will be governed by the laws of Kansas. Any legal action taken due to disputes arising from this agreement shall be brought in the Johnson County, Kansas District Court.

I hereby release the Kansas City Figure Skating Club and Silver Blades Figure Skating Club, along with their officers and members, from any responsibility for injuries suffered during club ice. I agree to abide by the clubs' regulations, ice rules, music procedures, and to pay ice fees in a timely fashion according to the contract terms and conditions.

All parties, skaters and parents, have read and agree to all rules and conditions detailed in the JoCo Club Ice Information Sheet and Contract.

Please note that the Clubs have contracted with the rink for the above ice times. Therefore, we are contracting ice to our members for the full time period stated for the entire skating season. Inability to receive lessons during your contracted sessions is NOT grounds for voiding this contract. Please check with your coach before contracting. The Clubs reserve the right to cancel, limit or reschedule ice sessions, as deemed necessary - including the right to convert any free style session to an open session or to cancel a session due to lack of contracts. Funds paid for sessions cancelled/converted will be credited to club ice contracted account and any balance will be refunded after the end of the contract period.

This agreement will be governed by the laws of Kansas. Any legal action taken due to disputes arising from this agreement shall be brought in the Johnson County, Kansas District Court.

Any interaction with the general public poses an inherent risk of exposure to COVID-19. People who show no symptoms can spread COVID-19 if they are infected. COVID-19 is an extremely contagious disease that can lead to severe illness and death. The CDC advises that older adults and people of any age who have underlying medical conditions are especially vulnerable to severe illness from COVID-19. By participating in JOCO Club Ice, you voluntarily assume all risks related to exposure to COVID-19.

In consideration of participating in 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 my own actions, or inactions, those of others participating in the “activity”, the conditions in which the “activity” takes place, or the negligence of the “releases” named below; and 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 Kansas City Figure Skating Club, Silver Blades Figure Skating Club, JoCo Club Ice, United States Figure Skating, it's directors, officers, administrators, sponsors, volunteers, agents, employees, staff, instructors, trainers, other participants and if applicable, owners and lessors of premises on which the “activity” takes place (each considered one of the “Releases” herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the “releases” or otherwise, including negligent rescue operations; 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 Releases, I will indemnify, save, and hold harmless each of the releases from any loss, liability, damage, or cost which any may incur as the result

of such claim. The releases have the right, but not the obligation, to provide rules, regulations and/or ice monitors for Club Ice. We hereby acknowledge that the 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 signed it freely and without any 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.

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 Releases (Kansas City Figure Skating Club, Silver Blades Figure Skating Club, and JoCo Club Ice) 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 Releases 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 claims against any of the above Releases, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releases from any litigation expenses, attorney fees, loss liability, damage, or cost any Releases may incur as the result of any such claim.

Consent for Medical Attention or Treatment: I certify that I, the member, or I, the parent/guardian of said participant, give my consent to the and the facility the activities are taking place in and their staff and to members of the Kansas City FSC, Silver Blades FSC, JoCo Club Ice and their Board of Directors and volunteers to obtain medical care from any licensed physician, hospital or clinic, including transportation and emergency medical services, for myself/ourselves and/or said participant for any injury that could arise from participation in these activities.

This Consent for medical attention shall be binding and effective for the current membership year.

**Kansas City/Silver Blades Figure Skating Clubs
2020 – 2021 Club Ice Contract Application**

Contracted Skater Information:

Skater's name:	USFSA #	Primary Coach:
#1		
#2		
#3		

Billing information:

1 st Parent:	Work #	Cell #
2 nd Parent:	Work #	Cell #
Address:	City/ST/Zip:	
1 st Parent E-mail:		
2 nd Parent E-mail:		
Emergency Contact	Phone:	
Home Club		

The Kansas City FSC/Silver Blades FSC will offer the following club ice session contracts for the 2020-2021 Season beginning Friday, October 16, 2020, and ending Friday, May 14, 2021:

<u>Monday</u> 4:10 pm – 5:10 pm	<u>Friday</u> 4:10 pm – 5:10 pm
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Skaters who have passed **Learn to Skate Pre Free Skate** may utilize club ice. A coach cannot override this level requirement

- Friday -- November 27, 2020 (Thanksgiving)
- Friday/Monday -- December 21, & 25, 2020 (Christmas)
- Friday/Monday -- December 28, 2020 and January 1, 2021 (New Year's)
- Friday -- February 5, 2021
- Friday – February 12, 2021
- Friday– March 19, 2021
- Friday -- March 26, 2021 (Skate KC)
- Friday – April 30, 2021

- *KCIC may add one additional Friday/Saturday Weekend Outage during the 2020/2021 season. If additional outage is utilized the dates would be announced in advanced and the value of the session(s) impacted would be refunded to the contracted skaters*

Payment Information

Step 1 - Please circle the sessions that each skater in your household will contract to determine the total amount due. Please note the start time when contracting the Friday session. Only one Friday session should be selected.

Skater's Name	Monday 4:10pm (27 sessions)	Friday 4:10-5:10pm (23 sessions)	Total Amount
	\$432	\$352	
	\$432	\$352	
	\$432	\$352	
Total			

Step 2 – Payment Plan

Total amount due for all skaters (from Step 1**): _____

- _____ Lump Sum (1 payment)
 _____ Three Payments (3 payments)

_____ Credit is available from 2019/2020 Season to be applied to contract total

Step 3 - Determine your payment amount for the freestyle sessions and payment plan you have contracted:

Total Amount Due (From Step #1**)	Number of Payments (From Step #2)	Amount of Each Payment
_____	÷ _____	= _____

I have reviewed and understand this agreement.

Signature of Skater #1 **Date**

Signature of Skater #2 **Date**

Signature of Skater #3 **Date**

Signature of Parent or Guardian **Date**

Have questions or need assistance? Please email jclubice1@gmail.com or contact one of the following Club Ice committee members:

Suzanne Shinn
suzyshinn1131@gmail.com

Peggy Shandy Lane
plshandyane@gmail.com