

MINNESOTA HOCKEY SPECIAL GROUP AGREEMENT

This Agreement, made and entered into this ____ day of _____ Year _____, by and between Minnesota Hockey, Inc. a Minnesota non-profit Corporation with its principal place of business located in, St Paul, MN (hereinafter referred to as MH) and

(Name of Individual)

(Name of Organization, if applicable)

(Address)

(Town and Zip Code)

With principal place of business located in the city of

(Name of City)

In the State of Minnesota, (hereinafter referred to as the Special Group) for and in consideration of the mutual covenants and agreements herein contained.

Player Classification

Whereas, MH is the state affiliate of USA Hockey, Inc. which is the duly authorized representative of the International Ice Hockey Federation (IIHF) with exclusive jurisdiction over the conduct of the play of the sport of ice hockey as sanctioned by the IIHF within the United States of America, as sanctioned above, in the State of Minnesota; and

Whereas, Special Group and MH wish to associate in the interest of developing and administering the sport of amateur ice hockey, as provided herein, and consistent with the Articles of Incorporation, By-Laws, Rules and Regulations, Playing Rules and decisions of the Board of Directors of MH;

Now, therefore, intending to be legally bound hereby, MH and the Special Group hereby mutually covenant and agree as follows:

I. JURISDICTION

1.1 MH hereby grants to the Special Group, subject to the limitations contained herein and federal law, the non-exclusive jurisdiction to teams and players of a Special Group to participate in USA Hockey sanctioned events (practices, games etc.) during the period beginning: _____ and continuing through: _____

Further, MH hereby authorizes the Special Group to do the following:

- A. To assess and charge a reasonable participation fee and to collect the MH and USA Hockey fees when applicable.

- B. To perform and/or provide certain other authorized services or functions to promote and regulate the play of the sport of amateur ice hockey as a Special Group of MH.

1.2 MH hereby agrees that it will accept and recognize those individuals and teams of the Special Group, which hold and continue membership in good standing with the Special Group. Further, MH, in accord with the non-exclusive jurisdiction herein granted, agrees to cooperate with and assist Special Group in the administration of the play of the sport of amateur ice hockey, when such cooperation and assistance is deemed necessary and/or advisable by Special Group and MH. The Special Group understands and agrees that it is not being assigned to a MH District and is not eligible to participate in the affairs of any MH District and cannot cast any votes in any MH District caucus.

1.3 The Special Group agrees and understands that MH assumes no financial obligations as a result of this agreement.

1.4 This Agreement establishes certain obligations of and grants certain rights to the Special Group as a "Special Group" of MH. MH acknowledges that the Special Group is and shall remain a separate entity with complete authority to conduct its affairs and programs, subject only to the express obligations and restrictions contained in this Agreement.

II. POLICIES, TO WHICH THE SPECIAL GROUP MUST AGREE TO

2.1 The Special Group, in consideration of the grant of non-exclusive jurisdiction, hereby agrees to adopt as official policy of its organization, the following:

A. MH Preeminence

The Special Group, shall abide by and act in accord with the Articles of Incorporation, By-Laws, Rules and Regulations, Playing Rules and decisions of the Board of Directors of MH, and such documents and decisions shall take precedence over and supersede all similar governing documents and/or decisions of the Special Group. Further, the Special Group (i) shall assist MH in the administration and enforcement of the provisions of the By-Laws, Rules and Regulations, Playing Rules and decisions of the Board of Directors of MH, within and upon its members and/or within its jurisdiction and (ii) agrees to be guided by the following core values of USA Hockey and MH:

SPORTSMANSHIP - Foremost of all values is to learn a sense of fair play. Become humble in victory, gracious in defeat. We will foster friendship with teammates and opponents alike.

RESPECT FOR THE INDIVIDUAL - Treat all others as you expect to be treated.

INTEGRITY - We seek to foster honesty and fair play beyond mere strict interpretation of the rules and regulations of the game.

PURSUIT OF EXCELLENCE AT THE INDIVIDUAL, TEAM AND ORGANIZATIONAL LEVELS - Each member of the organization, whether player, volunteer or staff, should seek to perform each aspect of the game to the highest level of his or her ability.

ENJOYMENT - It is important for the hockey experience to be fun, satisfying and rewarding for the participant.

LOYALTY - We aspire to teach loyalty to the ideals and fellow members of the sport of hockey.

TEAMWORK - We value the strength of learning to work together. The use of teamwork is reinforced and rewarded by success in the hockey experience.

B. Indemnity

The Special Group, shall indemnify and hold harmless MH, the Board of Directors of MH and each member thereof, the Executive Committee of MH, and each member thereof, councils and committees of MH and each member thereof, and all other elected, appointed, employed or volunteer representatives of MH from any and all claims, liability, judgments, costs, attorneys' fees, charges and expenses whatsoever, arising from the acts and omissions of the Special Group, except to the extent (i) that MH or its aforescribed representatives caused such claims, liability, judgments, costs, attorneys' fees, charges or expenses by their own intentional misconduct or gross negligence (ii) that such acts or omissions were the

direct result of compliance with the Articles of Incorporation, By-Laws, Rules and Regulations, Playing Rules or decisions of the Board of Directors of MH. Further, the Special Group understands and acknowledges that MH and its aforescribed representatives have assumed such assignment, function, office or capacity upon the express understanding, agreement and condition that they be so indemnified and held harmless to the extent described in this provision. MH shall reasonably cooperate with the Special Group in any litigation and provide reasonable support in connection therewith, including but not limited to advice and testimony upon reasonable request; provided, however, that such cooperation shall not require MH to incur any out of pocket expense not reimbursed by the Special Group.

III. ADDITIONAL PRINCIPLES, TO WHICH THE SPECIAL GROUP MUST AGREE TO

A. Team Membership

All teams of the Special Group must register with MH/USA Hockey.

B. Participant Registration

All players and coaches must be registered participants with MH/USA Hockey. All coaches must be certified in the Coaching Education Program according to USA Hockey rules.

C. Rosters

All players and coaches must be listed on the team's approved USA Hockey Player Roster Form.

D. Game Officiating

All games must be officiated by USA Hockey registered referees who are certified at the appropriate level.

E. Games

All games must include only USA Hockey registered teams and be played according to USA Hockey rules. Games played in Minnesota must also follow MH rules. Teams desiring to travel to play international matches must receive approval as required by USA Hockey and MH. Game(s) to be played involving other USA Hockey or IIHF teams must receive special sanction prior to the game(s).

F. Disciplinary/Grievance Committee

When required the Special Group agrees to establish a Disciplinary/Grievance Committee consisting of Minnesota Hockey Operations VP and two (2) reasonably impartial persons.

G. Grievance Resolution

The Special Group shall provide for the prompt and equitable resolution of grievances of its members, including fair notice and opportunity for a hearing to any amateur athlete, coach, trainer, manager, administrator, or official in accordance with (USAH Bylaw 10) before declaring such individual ineligible to participate.

H. Equal Opportunity

The Special Group must provide an equal competitive opportunity, taking into account ability, physical size and other athletic criteria, to amateur athletes, coaches, trainers, managers, administrators, and officials to participate, consistent with the requirements of the Amateur Sports Act of 1978, as amended, in amateur athletic competition without discrimination on the basis of race, color, religion, age, sex, or national origin.

I. Insurance

(1) The Special Group agrees, at all times throughout the term of this Agreement, to be covered by the general liability insurance policy maintained by USA Hockey. The Special Group shall be informed of the limits of that policy, and of any changes to those limits which may be made by USA Hockey at its sole prerogative. The Special Group retains the right to obtain whatever additional insurance coverage's it may desire, at its own expense, but agrees to name MH as an additional insured thereof. By purchasing and maintaining the aforementioned general liability insurance policy, MH does not assume, and indeed disclaims, any liability for any actions or omissions of the Special Group.

K. Abuse

The Special Group shall adopt policies prohibiting sexual and physical abuse and screening that meet certain minimum criteria established by MH (subject to any contrary requirements contained in state or local law applicable to Special Group).

IV. TERM

The term of this Agreement shall be as defined in Section I, JURISDICTION 1.1 of this agreement.

V. BREACH

In the event that Special Group shall breach any of the terms and conditions of this Agreement, or any of the By-Laws, Rules and Regulations, Playing Rules or decisions of the Board of Directors of MH (which provisions are incorporated herein by this reference as though fully set forth herein), then MH shall have the right to impose sanctions pursuant to By-Law Article 6 of MH's By-Laws.

In the event that MH shall breach any of the terms and conditions of this Agreement, the Special Group shall have the right to terminate (subject to a 30 day right to cure) this Agreement and the status herein granted.

VI. MISCELLANEOUS

For the purposes of consistent administration of this Agreement, the following shall govern and control the relationship between MH and the Special Group:

A. Notice

Each party hereby designates (and agrees to notify the other party hereto promptly in the event of a change in such designation) the following official representative to whom notice should be given of any and all matters involving MH and the Special Group as provided for in this Agreement

1. Minnesota Hockey
317 Washington Street
St Paul, MN 55102
2. Special Group

B. Amendment

This Agreement is not subject to any addition, alteration, modification, or amendment, unless and upon condition that said addition, alteration, modification or amendment is in writing, and signed by both parties hereto.

C. Severability

In the event that any article, section, or clause of this Agreement shall be declared illegal or void by a court of competent jurisdiction, then the article, section or clause so declared shall be deleted from this Agreement to the extent that it violates the law, or has been declared void. The remaining articles, sections and clauses shall remain in full force and effect throughout the entire term hereof.

D. Entire Agreement

This Agreement shall be binding upon both parties hereto, and supersedes all other agreements and understandings by and between the parties hereto.

E. Governing Law

This Agreement shall be construed, administered, enforced and interpreted pursuant to the laws of the State of Minnesota.

In witness whereof, the parties hereto have caused this Agreement to be executed by their respective representatives, and attested to by their respective representatives on this ____ day of _____, 20____.

MH

SPECIAL GROUP

By: _____

By: _____

Its: _____

Its: _____

(Printed Name)

(Printed Name)

Date: _____

Date: _____