

JAHA MOVE UP Form, Travel Cap increase, and USA Hockey Release of Liability Form

According to USA ADM a player is physically and emotionally better off with their age group.

- Children playing ahead of their age classification can experience diminished playing time and/or diminished puck touches.
- Children playing ahead of their age classification endure physical and emotional pressure to interact (on and off the ice), perform and compete at a different level with older, more physically mature players. This can lead to physical and social situations that hurt younger players more than help them.
- Children playing ahead of their age classification often suffer a hindrance to their overall development.
- It's a process that shouldn't be rushed. Players develop at their own pace and trying to accelerate that pace artificially can hurt their growth.

JAHA recently brought in MAHA representatives for consultation on setting up our policy for the player move up form. We have narrowed down two instances where a player may need to request a move up. As instructed by MAHA, our move up policy is as follows:

Please select one of the two reasons for a request to move up.

_____ In order to complete a team that does not have enough players and/or a head coach, where a move up, upon approval, guarantees full division membership at the approved level. Move ups would be just enough to complete a team and not to "balance" the teams.

_____ A Player moving up or in the same year, drafted by a travel team that is above any designated birth year "cap." Coaches from both teams would have to agree. (Travel teams formed as of 22-23 season are grandfathered from "move up caps" limited to those kids rostered for the 22-23 season only).

I hereby petition the JAHA Board for my son/daughter _____ to from
the _____ Team to the _____ Team.

Signature of parent or Guardian _____ Date _____

MOVE UP POLICY CONSIDERATIONS:

1) The Board will contact the parent(s) and player once a decision is made. Until that time, it will be assumed that the player is a part of the team on which he/she is registered appropriately by age. If in fact the player is accepted into the higher division, additional fees for the higher division will be assessed.

_____ Parent initial here

2) Upon a player's acceptance at an upper level, should circumstances develop that skills/ability show a decline, the player will return to the level he is originally assigned by age.

_____ Parent initial here

3) Upon a player's acceptance at an upper level, you will need to fill out the 'USA Hockey Waiver of liability' Form.

_____ Parent initial here

Coach of Age-Appropriate Team to fill out:

- | | |
|---|----------------------|
| a. Team Impact? | Positive or Negative |
| b. Player Ability qualifies to move up? | Yes or No |
| c. Player is being offered a spot on the team? | Yes or No |
| d. The reason for move up selected at the beginning of the form is valid? | Yes or No |

Coach Signature: _____

Comments: _____

Coach of Older Age Team to fill out:

- | | |
|---|----------------------|
| a. Team Impact? | Positive or Negative |
| b. Player Ability qualifies to move up? | Yes or No |
| c. Player is being offered a spot on the team? | Yes or No |
| d. The reason for move up selected at the beginning of the form is valid? | Yes or No |

Coach Signature: _____

Comments: _____

JAHA to Fill out

Have all Move Up Policy Rules been followed? YES OR NO _____ P or VP initial here

APPROVED: _____ DECLINED: _____

JAHA Request Approved or Declined by:

_____ Date _____

(Signature)

(Printed Name of Board Member)

USA Hockey Waiver of Liability, Release Assumption of Risk & Indemnity Agreement

It is the purpose of this agreement to exempt, waive and relieve releases from liability for personal injury, property damage, and wrongful death, including if caused by negligence, including the negligence, if any, of releases. "Releases" include USA Hockey, Inc., its affiliate associations, local associations, member teams, event hosts, other participants, coaches, officials, sponsors, advertisers, and each of them, their officers, directors, agents, and employees.

For and in consideration of the undersigned participant's registration with USA Hockey, Inc., its affiliates, local associations and member teams (all referred to together as USAH) and being allowed to participate in USAH events and member team activities, participant (and the parent(s) or legal guardian(s) of participant, if applicable) waive, release and relinquish any and all claims for liability and cause(s) of action, including for personal injury, property damage or wrongful death occurring to participant, arising out of participation in USAH events, member team activities, the sport of ice hockey, and/or activities incidental thereto,

Whenever or however, they occur and for such period said activities may continue, and by this agreement any such claims, rights, and causes of action that participant (and participant's parent(s) or legal guardian(s), if applicable) may have are hereby waived, released and relinquished, and participant (and parent(s)/ guardian(s), if applicable) does (do) so on behalf of my/our and participant's heirs, executors, administrators and assigns.

Participant (and participant's parent(s)/guardian(s), if applicable) acknowledge, understand, and assume all risks relating to ice hockey and any member team activities, and understand that ice hockey and member team activities involve risks to participant's person including bodily injury, partial or total disability, paralysis and death, and damages which may arise there from and that I/we have full knowledge of said risks. These risks and dangers may be caused by the negligence of the participant or the negligence of others, including the "releases" identified below. These risks and dangers include, but are not limited to, those arising from participating with bigger, faster, and stronger participants, and these risks and dangers will increase if participant participates in ice hockey and member team activities in an age group above that which participant would normally participate in. I/We further acknowledge that there may be risks and dangers not known to us or not reasonably foreseeable at this time. Participant (and participant's parent(s)/guardian(s), if applicable) acknowledges, understand, and agree that all the risks and dangers described throughout this agreement, including those caused by the negligence of participant and/or others, are included within the waiver, release and relinquishment described in the preceding paragraph.

I/We agree to abide by and be bound under the rules of USA Hockey, including the By-Laws of the corporation and the arbitration clause provisions, as currently published. Copies are available to USA Hockey members upon written request.

Participant (and participant's parent(s)/guardian(s), if applicable) 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 included within the scope of this waiver and release is 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 said areas and for the failure to warn of dangerous conditions existing at said rinks, for negligent selection of certain releases, or negligent supervision or instruction by releases.

Participant (and participant's parent(s)/guardian(s), if applicable) agree if any claim for participant's personal injury or wrongful death is commenced against releases, he/she shall defend, indemnify and save harmless releases from any and all claims or causes of action by whomever or wherever made or presented for participant's personal injuries, property damage or wrongful death.

Participant (and participant's parent(s)/guardian(s), if applicable) acknowledge that they have been provided and have read the above paragraphs and have not relied upon any representations of releases, that they are fully advised of the potential dangers of ice hockey and understand these waivers and releases are necessary to allow amateur ice hockey to exist in its present form.

Significant exclusions may apply to USA Hockey's insurance policies, which could affect any coverage. For example, there is no liability coverage for claims of one player against another player. Read your brochure carefully and, if you have any questions, contact USA Hockey or a District Risk Manager.

Player name (print) _____ Date Signed _____

Parent/Guardian (sign) _____ Date Signed _____