

Tier 1 Hockey Federation Rulebook 2023-2024

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PLAYING RULES OF THE TIER I HOCKEY FEDERATION, LLC ("THF")

1. Hockey Operating Rules

The Tier I Hockey Federation ("THF") shall attempt to abide by all USA Hockey rules and regulations as presented in the USA Hockey Annual Guide unless expressed otherwise in the THF By-Laws or these Rules and Regulations, or at the discretion of the Board of Governors. Any member team, player or person in violation of USA Hockey or THF rules or regulations is subject to discipline by the Commissioner. Failure to comply shall be dealt with by the Commissioner who can apply multiple sanctions as well as levy fines.

2. League Staff (see THF season guidebook for staff and contacts)

- a. Director
- b. Commissioner
- c. Deputy Commissioner
- d. Director of Hockey Operations
- e. Director of Administration
- f. Director of Scheduling
- g. Director of Operations
- h. Director of Officiating

3. Equipment

- 1. The home team is required to wear a light color jersey, and the road team is required to wear a dark color jersey for all games unless agreed upon in writing prior to the game.
- 2. Players must follow USA Hockey Rules & Regulations in regards to equipment.

4. THF Structure

4.1 Age Levels

The THF has divisions of play at the Tier 1 level at the following age classifications: 9U, 10U, 11U, 12U, 13U, 14U, 15U, 16U, and 18U

4.2 Participation

THF offers the following membership options: Full Season, Partial Season and National Showcase member.

- 1. All Mid-Atlantic teams are assumed to be Full Season Unless:
 - a. Teams that finished the previous season in the Top 25 of Myhockey Rankings shall qualify for a Partial Season
 - b. Teams outside of the geographical footprint of the Mid-Atlantic can qualify for a partial season. (reduced number of regular season games)
- 2. Game Counts
 - a. Full Season teams (Mid-Atlantic):
 - i. 9-13U: 28 home and home games plus optional showcases
 - ii. 14-18U: 20 home and home games plus optional showcases
 - iii. All mid-atlantic teams shall play full season unless qualify for Partial Season
 - b. Partial Season:
 - i. 9-13U: 16 home and home games plus optional showcases
 - ii. 14-18U: 12 home and home games plus optional showcases
 - iii. Partial Season members must participate in the THF Playoffs.
 - iv. In certain circumstances member organizations may seek approval from the Board of Directors and the Board of Directors may grant approval for specific teams in a member organization to participate as a partial season team.
 - c. Showcase only teams (non Mid-Atlantic based only)
 - i. Must play a minimum of 12 games to be playoff eligible.
 - ii. Non-Mid Atlantic/ Northeast; showcases can be used in lieu of loose games.

4.3 Declarations

- 1. Team declaration submission deadline will be published in the season guidebook
- 2. League Members will not be required to compete at all levels but WILL be required to have all registered Tier I teams in their program participate in the league.
 - a. THF Central and THF Massachusetts based teams excluded
- 3. Tier 1 Hockey Federation is for teams wishing to compete at the Tier I level for the season, not to use it as practice to compete later at Tier II.
 - a. THF teams are NOT allowed to compete in a Tier II league and are NOT allowed to try and qualify for Tier II/AA USA Hockey Nationals. This includes teams that wear another uniform for THF play and their home club for local Tier II play.
 - b. Any Teams caught competing at the Tier II level will be immediately removed from the THF. The THF will also contact your local affiliate and educate the affiliate on the agreement your teams and clubs have made by competing in the THF and in many affiliates this will disqualify you from competing for Districts/Nationals.
 - c. Organizations that have teams participating in Tier II playoffs shall be fined \$5000 and paid prior to any organizational team participating in the THF Playoffs.

5. Operations

5.1 Rostering

- 1. The League will be using Game Sheet software for rostering, scoring, standings and statistics
- League Members must identify one contact person within their organization that will be responsible for providing all the rosters to the THF office. THF staff will not deal with individual teams. The roster coordinator for each member organization will have to gather the rosters for their entire club, submit the USAH rosters and input the rosters directly into Game Sheet.
- 3. League Members must provide an approved USA Hockey roster (T-1) by the date provided in season THF Guidebook. Only properly USAH certified players and coaches will be allowed to participate in any THF games.
- 4. Roster changes must be submitted to the league 24 hours prior to game start time (Weekend Games) and by 5pm on Friday for weekend games. Submissions after said deadlines are not guaranteed to be approved for said game. A team that plays a player not on the active roster is subject to penalties which can include forfeiture of the game. Rule will be waived in instances where a team must use an emergency goalie to play the game as scheduled.
 - a. 15/16/18U
 - i. THF will follow USA HOCKEY rules for VERTICAL INTEGRATION and 18U Rostering
 - ii. Teams have until 5pm Friday to designate up to 25 eligible players for weekend games.
 - iii. Teams can use any combination of players for games over the weekend from the 25 players listed.
 - iv. Players must be on their December 31st National Bound roster or play 50% of THF Regular Season Games for that team.
 - b. Teams must file appropriate T1 roster with their local registrar matching their game lineup for each individual THF game
 - c. Teams are not allowed to replace a suspended player on their roster.
 - d. Any coach caught breaking the rule by dropping or not sitting a suspended player shall receive a 5 game penalty from the THF.
- 5. If a player is added or dropped from a USAH roster the League Member must provide the latest USAH approved roster to the THF staff and they must update the THF roster system. All roster moves must be made in accordance with the protocols outlined in the THF season guidebook.
- The Board of Governors in its sole discretion may elect to privately insure events in which case the member clubs will have to attend using a different name than their primary USA Hockey team name.

5.2 Player Movement:

- 1. Registration with One Organization Only. No player shall register with more than one organization in a single season in accordance with Affiliate Guidelines
- Alternate players may be called upon from other teams within the organization from younger age teams or from the same age lower division teams within the organization. Players called upon for more than 15 games shall become a full-time member of that team and will forfeit full time status on their previous team.
- 3. Moves are not permitted after December 31 of the playing season for 9U-14U. See emergency goalies rules for exceptions.
- 4. Emergency Goalie / Goalie Substitutions
 - a. A goaltender may be used from the age division immediately below in the same Association.
 - b. A goaltender may be used from any other THF team, including the opposing team, at the same level or the age group immediately below.

5.3 Parity Event

- 1. The THF will host a parity event in the Spring (multiple locations to reduce travel).
- 2. All Mid-Atlantic Teams are required to attend.
- 3. Format will be provided in the season guidebook.
- 4. Schedule matrices for the season will be built based on the results from this event along with evaluations from coaches and roster changes and performance from the previous season.
- 5. Following the parity event, Clubs primary contacts are welcome to speak with the THF Commissioner to review results within 5 days after the completion of the parity event.
- 6. Failure to appear at parity after the publication of the schedule will result in a fine of \$2500

5.4 Scheduling

- 1. The assignment of non-Showcase opponents will be done by the THF staff and distributed to the League members by the date established in the THF Guidebook.
- 2. Each League Member club will be assigned opponents for their non-showcase games, but the weekends for the actual game play are at the discretion of the individual clubs.
- 3. Each League Member shall be required to have one Master Scheduler that represents all of its Member teams. No scheduling will be allowed to be done by individual teams' coaches and/or managers.
- 4. Every league game time must be at a reasonable time given travel restrictions. Any disputes about scheduling or game times will be resolved by the Commissioner.
- 5. Schedules must be completed and entered in the THF schedule system by the League Members by the date established in the THF Guidebook. Failure to input ALL the League Members' teams non-showcase schedules the date established in the THF

Guidebook. will result in a fine of \$500 per week for every week after the date established in the THF Guidebook.

- 6. Start and end date will be provided in the date established in the THF Guidebook.
- 7. Once the league schedule is released on the league website, League members will have 14 days to make changes without penalty. Any change to a schedule must be agreed to by both teams involved. The Commissioner has the discretion to fine a member organization \$250 per schedule change after August 1st.
- 8. After January 1, no schedule changes can take place without the approval of the Commissioner.
- 9. If a game is approved to be postponed by the Federation Commissioner, the league shall impose a \$250 fine and be required to cover the cost of the game (Ice and Referees) of the team requesting the postponement. Game must be rescheduled within ten (10) days of the date the game was postponed. The Commissioner has the right to deny any re-scheduling requests, re-schedule a postponed game at a time or venue he chooses, assign expenses as he chooses, make the final decision and will notify all parties.
- 10. If a League Member team drops out of the league after July 20, the Commissioner shall have the authority to re-formulate the schedule and any other related matter without approval of the league Board of Governors.
- 11. A team which does not appear for a scheduled league game (cancel a game) will forfeit the game and must pay a fine of \$1,000 to the THF plus game expenses if the game is canceled less than 14 days prior (Ice, referees, and Scorekeepers). The game will be recorded as a 1- 0 score in the standings. All fines must be paid prior to playoffs. Any unpaid fines may result in a team's disqualification from the playoffs and expulsion from the league.
- 12. A team that forfeits two (2) league games during the same season for failure to appear will be ineligible for playoff competition at the end of that season. A team that forfeits three (3) league games for failure to appear during the same season will immediately be removed from the league with no refund.
- 13. Refer to appendix for inclement weather policy.

5.5 Game Play and Game Day Protocols

- The official score sheet will be prepared using the league approved software system, Game Sheet, or any future system. The score sheet must be approved by the head on-ice official at the conclusion of every game. Once it has been approved and uploaded to the league website, an official score sheet may not be changed by anyone other than the Commissioner. Each team Manager will be required to provide an iPad to record the game information and each club will be required to maintain spare iPads (for rent) at their front desk.
- 2. Warm up time will be a minimum of 3 minutes for all levels.
- 3. Game times for 9U, 10U, 11U, and 12U games will be 3 15-minute periods and the ice slot must be a minimum of 80 minutes of on-ice time (90 minutes including the ice cut at the end of the game). Game times for 14U games will be 3 16 minute periods and the ice slot must be a minimum of 90 minutes of on-ice time (10 minutes including the ice cut at the end of the game). Game times for 15U, 16U and 18U games will be 3 17 minute periods, with an ice cut after the 2nd period, and the ice slot must be a minimum of 100 minutes of on-ice time (110 minutes including the ice aminimum of 100 minutes of on-ice time (110 minutes including the ice cut at the end of the game).

Failure for the home team to provide the required ice slot length will result in a forfeiture by the home team.

- 4. The scorekeeper must provide on-ice officials with the official score sheet from Gamesheet software immediately after the conclusion of a league game for their final approval as well as both coaches.
- 5. A minimum of two (2) on-ice officials will be scheduled for every league game. In situations beyond the control of the home team or the league a single official can officiate a league game for either a showcase or non showcase game.
- 6. The home team must provide a clean dressing room for the visiting team (a girl's locker room should also be made available as needed). The home team is required to provide off-ice officials for each scheduled league game including a Timekeeper and an Official Scorer (who could be the same person). Penalty box will be manned by a person from each team.
- The home team must provide up to two volunteers for games to handle the clock and the score keeping duties. The scorekeeping must be done on an iPad using Game Sheet – no paper score sheets will be allowed.
- 8. A team playing an ineligible or improperly registered player in a league game will forfeit that game and may be ineligible for playoffs.
- 9. A team must have a minimum of six (6) skaters and one (1) goaltender dressed for the game. Failure to meet this number of players will result in a forfeit loss for the team that does not meet the minimum roster requirement for the game. The game will be recorded as a 1-0 victory in the standings.
- 10. If the goal differential is 7 or greater during the third period, the clock shall be set to running time. At 7 or greater in the second period, the clock shall be set to running time. If the goal differential goes to 6 or less, the game returns to stop time. (Or agreed upon by both coaches) No adjustments to penalties will be made. If a penalty expires during a play stoppage, the player may not leave the penalty box until the puck is dropped at the next faceoff.
- 11. Games are considered official after 2 periods of play. If a game is discontinued after 2 periods of play due to situations beyond the control of the rink, home team, away team, on ice official or the THF the game will be recorded in the standings as complete and final.

5.6 Regular Season Overtime Format

- 1. All league regular season games remaining tied at the end of the third period will be decided by a 5-minute, running time, 3v3 sudden death overtime.
- 2. In 3 v 3 sudden death overtime teams will defend the same net that is defended in period (2), (i.e. long change).
- 3. If the game is still tied at the end of overtime, the game will end in a tie.

5.7 Playoffs

- 1. KRACH ratings will be used to determine final playoff rankings.
- 2. All teams that play their required scheduled games will be eligible for a playoffs based on KRACH ratings.
- 3. A team that is in the Top 10 of MyhockeyRankings.com shall be able to opt out of playoffs if there are no other teams in the Top 25 teams in the division.

- 4. After final team, age and level declarations, the THF Commissioner in consultation with the THF Competition Committee will recommend to the THF Board of Directors the number of teams that will qualify for playoffs at each age division and the number of teams as well as the format for each division will be available in the season guidebook by July 1st . Refer to the current season's guidebook for the current format.
- 5. Any team that has an affiliate or district championship conflict with playoffs shall have the ability to opt out of playoffs. The Commissioner has the ability to award a replacement team.
- 6. The higher seeded team will be designated the home team for the first game of the playoff series and thereafter using a bracket format.
- 7. Any team dropping out of playoffs after January 15th shall be fined \$2500 paid by the organization prior to the start of playoffs. Any unpaid fines may result in the organization being disqualified from playoffs and expulsion from the league.
- 8. All league playoff and championship games remaining tied at the end of the third period will be decided by a 5-minute 3v3 sudden death overtime. In 3 v 3 sudden death overtime teams will defend the same net that is defended in period (2), ie the long change. If the playoff game is still tied at the end of overtime, the game will proceed to a shootout and penalty shot rules will apply. The shootout format will be as follows:
 - a. All THF round robin and championship games tied after the sudden death overtime period will move to a shootout with the following format:

Phase 1: Alternate Shot

b. (3) unique shooters for each team alternating shootout attempts with the visiting team shooting first each time until all 6 shooters, 3 home and 3 visiting, have shot. The team that scores the most goals in Phase 1 is declared the winner. If the teams score an equal number of goals in phase 1, the shootout moves to phase 2. A player whose penalty has not expired before the end of an overtime or regulation period is ineligible for the shootout and sudden death shootout.

Phase 2: Sudden Death

- 1. Visiting team will shoot first followed by the home team
- 2. If one team scores and the other does not the team that scores is the winner
- 3. If both teams score, move to the next round of sudden death shootout with visiting team shooting first followed by the home team
- 4. If both teams fail to score, move to the next round of sudden death shootout with the visiting team shooting first followed by the home team
- 5. The home team and the away team may use the same shooter in consecutive rounds of the sudden death phase

5.8 Showcases and Showcase Fees

- 1. The THF will offer optional showcases for its member teams.
- 2. Showcase games do not count toward THF North and East game counts.
- 3. Showcases are operated by Exposure Series and the USPHL. The Showcase Fees are set by the operators and paid directly to the operator.

5.9 Suspensions

- 1. Any suspension issued for an action occurring during a league game will be served in the next USA Hockey sanctioned game (i.e. non a non-league game). As a reminder, a coach who plays a suspended player in a game is subject to a match penalty.
- 2. Penalties assessed during a league game by on-ice officials or mandatory suspensions per the USA Hockey Rules are not subject to appeal or review by a league official.

6.0 Federation Discipline Policy

- 1. The Federations support the on ice calls of the officials.
 - 1.1. The Federations will follow <u>USA Hockey Rule 411</u> for Progressive Suspensions including but not limited to:
 - 1.1.1. 411 (a) Any player who receives
 - 1.1.1.1. third major penalty during the same season for any combination of aggressive infractions listed below shall receive an additional three game suspension (USA Hockey).
 - 1.1.1.2. fourth major penalty in this category, the player shall receive an additional five-game suspension (USA Hockey).
 - 1.1.1.3. fifth major penalty in this category during the same season shall be suspended until a hearing is conducted by the proper authorities (USA Hockey Affiliate).
 - 1.1.1.4. These designated game suspensions shall be in addition to any other suspensions imposed through the official playing rules. The aggressive infractions that fit into this category are:
 - 1.1.2. 411 (b) Any team that receives
 - 1.1.2.1. three major penalties in the same game shall have its Head Coach suspended for the next game of that team.
 - 1.1.2.2. For any subsequent game where that team receives three or more major penalties in the same game, the Head Coach shall serve a three-game suspension.
 - 1.1.2.3. For a third game with three or more major penalties by the same team during the same season, the Head Coach shall be suspended indefinitely until a hearing has been conducted by the proper authorities (USA Hockey Affiliate).
 - 1.1.3. 411 (c) Any coach who receives second game misconduct penalty in the same season for a violation of Rule 601 shall automatically receive an additional three-game suspension.

- 1.1.3.1. third game misconduct penalty in the same season for a violation of Rule 601 shall automatically be suspended from USA Hockey activities until a hearing is conducted by the Proper Authority.
- 1.2. The Federations will work with USA Hockey to assess appropriate discipline in the situations of a Match Penalty following <u>USA Hockey's Standardized Discipline</u> <u>Policy</u> - Match Penalties
- 2. Game Misconduct Accumulation Policy
 - 2.1. The THF will follow the following Game Misconduct Accumulation Policy for player's receiving 3 game misconducts or more in THF games:
 - 2.1.1. Third game misconduct, the player shall receive an additional one (1) game suspension
 - 2.1.2. Fourth game misconduct, the player shall receive an additional two (2) game suspension.
 - 2.1.3. Fifth game misconduct, the player shall be suspended until a hearing is conducted by the THF Director of Officiating
 - 2.2. These designated game suspensions shall be in addition to any other suspensions imposed through the official playing rules.
- 3. The Federations reserve the right to apply Supplemental Discipline as outlined in <u>USA</u> <u>Hockey Rule 410</u>.
 - 3.1. There is no right to appeal a game misconduct, because this rule is considered to be part of the referee's game jurisdiction.
 - 3.2. The Federations shall look into any event that it deems a "detriment to player safety or the game." at the discretion of the commissioner or By by member (JH)
 - 3.2.1. The Federation reserves the right to review and investigate any report in regards to locker room, discrimination, parent behavior, coach related matters, etc.
 - 3.3. Supplemental discipline may be assessed under USA Hockey Rule 410, Supplementary Discipline, following a hearing. Has the ability to send to the appropriate affiliation for ratification.
 - 3.4. All hearings should have the following components.
 - 3.4.1. Adequate notice of the time and place of the hearing must be provided. This should be in writing. "Adequate notice" means giving a reasonable chance to prepare, including obtaining evidence or affidavits and getting the assistance of others.
 - 3.4.2. Notice of the charges or issues that will be considered and the possible discipline that may occur must be provided. This should also be in writing. It is the Association's responsibility to give prior notice of the allegations and the possible discipline. For example, absent an immediate threat to the safety of youth players, it would be improper to schedule a meeting to "discuss" a coach's conduct, and to then suspend the coach based on the "discussion."
 - 3.4.3. Where playing conduct is under review, the player or his parent must be provided with the information supporting the suspension, including a copy of the game scoresheet and any report submitted by the referees, as well

as videotapes and written statements, or summaries of oral statements, to the extent those were relied upon in awarding or sustaining the penalty.

- 3.4.4. The person or panel that is ruling on the matter must be impartial and they must not have previously made up their mind on a dispute. It is invalid for someone who is involved in the dispute to rule on a matter.
- 3.4.5. The person who is the object of the hearing must have the right to hear all negative evidence and to present all favorable evidence. They must be permitted to have someone assist them or represent them.
 - 3.4.5.1. However, legal rules of evidence do not apply and they do not have unlimited time to present their case.
- 3.4.6. The decision resulting from the hearing shall be promptly conveyed and should be memorialized in writing.
- 3.4.7. Appeals to AAHA within fourteen (14) days of the ruling by the league or club that is being appealed.
- 3.4.8. The decision of the Discipline/Dispute Resolution Committee may be appealed to the AAHA Appeals Committee under certain restrictive rules.
- 4. The Federations receives unsolicited video during the season with a request that we consider supplemental discipline for an infraction that either went uncalled or, where the penalty assessed was not appropriate. Availability of =video and in the interest of ensuring the safety of our athletes, we are introducing a trial video review program.
 - 4.1. The Federations will NOT use video review for the purpose of changing any on ice call, UNLESS the video clearly and unambiguously demonstrates MAJOR/GAME MISCONDUCT penalty assessments were made to the wrong player.
 - **4.1.1.** Video must clearly show, without question, that the wrong player was identified and penalized by officials during the infraction.
 - 4.1.2. The Federations will only consider a review if the penalty assessed was a MAJOR/GAME MISCONDUCT.
 - 4.2. Video submitted for potential review by Federation, will only be accepted/considered if presented by a member Association's Hockey Director or President. (No individual or parent submissions will be accepted.) The following process shall be followed:
 - 4.2.1. Upon review by the Association, and determination that a request for further action is requested, the Association's Director of Hockey must complete the "Video Review Request" form.
 - 4.2.2. Completed form must be sent within 48 hours of the incident to vicepresident@Federationhockey.org. Form must be submitted with a \$150 check (\$250 check if the request is for review of a mis-identified player).
 - 4.2.3. If the video is accepted and supplemental disciplinary hearing is conducted, the check will be returned. If the video does NOT result in a hearing to determine additional discipline or correct player identification, the \$150/\$250 check will be considered a fine to the organization that submitted the video.)

- **4.2.4.** Upon receipt, the Referee in Chief will review and determine if the actions shown on video warrants further review.
 - 4.2.4.1. If it is determined that that event is of a Game Misconduct level, the video will be forwarded to the offending organization to be handled internally within the organization.
 - 4.2.4.2. If it is determined that the event is of a Match Penalty level, then the event proceeds to a review process.
- 4.2.5. If further review is deemed warranted, a review process will be undertaken by a Video Review Committee (the "VR Committee).
- 4.2.6. The Video Review Committee will make a recommendation to the Federation Commissioner who will make the final determination on conducting a supplemental discipline hearing.
- 4.2.7. Supplemental Discipline will not be imposed until a hearing has been conducted with the player, coach or parent that is the subject of the request.
- 4.2.8. Discipline administered by Federation will be imposed immediately and the subject of supplemental discipline will retain all appeal rights as provided for in the Federation Guidebook and USA Hockey Bylaw 10. (Any discipline assessed will not be delayed while an appeal is in process.)

7.0 Player and Coach League Waiver

- 1. It is mandatory that all players and coaches complete the online THF Registration and Participant Waiver for the 23-24 season. The waiver link is available on the home page of the THF website.
- 2. Any player or coach who does not complete the waiver will not be eligible for competition.

8.0 Spectator and Zero Tolerance Policy

The THF has adopted the USA Hockey Zero Tolerance policy and this policy applies to all participants in the league including players, coaches, on ice officials, off ice officials and parents/spectators. In instances where a participant receives a match penalty for the violation of rule 601 during an THF showcase or non showcase game, the THF Director of Officiating and the THF Commissioner will work with the appropriate USA Hockey affiliate to conduct an investigation into the incident and the USA Hockey affiliate will enforce penalties outlined in rule 601.

9.0 Spectator and Player Video Policy

It is illegal to video any games in the THF. If a player, parent, family member or friend produce (or any other version of such) a video or livestream or any other broadcast production of an THF event or game, the player can be immediately suspended or dismissed from the team, league or tournament for the remainder of the season with no refunds provided

Appendix

1. Inclement Weather Policy

- a. As we enter the winter driving season in the Mid-Atlantic, it is important that we remind organizations that decisions to postpone/reschedule THF games due to impending winter weather that will disrupt travel, made in advance of rink closings must be made by the master schedulers of the organizations.
- b. The decision to postpone can be made as late as Friday or Saturday at the Master Scheduler's discretion.
- c. Please email <u>staff@tier1hockeyfederation.com</u>, when games are postponed due to winter weather and send rescheduled details as soon as possible so the league schedule can be updated.
- d. Our families' safety is our primary focus and we ask everyone to make travel decisions with this in mind.

2. Inclement Weather Postponement/Reschedule Guidelines

- a. Traveling team manager contacts their organization's master scheduler informing of possible travel issues due to impending winter storm affecting weekend travel.
- b. The Travel team's master scheduler contacts the host organization's master scheduler to discuss alternative dates in case winter weather forecasts cause postponement.
- c. If the traveling team's master scheduler and the host organization's master scheduler agree to postpone/reschedule in advance of rink closure due to hotel arrangements or travel distance, organizations should email, <u>staff@tier1hockeyfederation.com</u>, with the new date and time.
- d. In instances where both parties are not in agreement regarding the decision to postpone/reschedule or reschedule dates, times and locations can not be agreed upon, both organizations shall contact the THF Commissioner. The commissioner's decision in these instances will be final and binding for both organizations.
- e. Any games that are postponed due to rink closure as a result of a winter storm must be rescheduled within 10 days of the postponed date, please email notification of the new dates and times to staff@tier1hockeyfederation.com.
- f. In instances where both organizations can not agree on reschedule dates, time or locations, both organizations shall contact the THF commissioner. The commissioner's decision in these instances will be final and binding for both organizations.

3. Participant Waiver



Tier 1 Hockey Federation Participant Waiver

Release of Liability and Assumption of Risk Agreement "READ BEFORE SIGNING"

It is the purpose of this agreement (the "Agreement") to exempt, waive and relieve Releasees from all forms of liability as a result of participation in events sponsored by releases for any and all reasons including without limitation for personal injury, property damage, and wrongful death, including without limitation if caused by negligence, including the negligence, if any, of Releasees. "Releasees" include Black Bear Sports Group, Inc, and any of their respective affiliates, officers, directors, managers, members, agents and employees (all referred to together as "THF"). The team, participant ("Participant") (and Participant's parent(s)/guardian(s) also certify and warrant to THF that the team manager or custodian of team records has, on file, written waivers from liability (USA Hockey or Hockey Canada Registration) for each team player identified on the team roster and each player participating in this league and/or event(s). The team, parent(s), Participant(s) and/or guardian(s) understand that THF shall rely upon the statements in this form in agreeing to accept the Participant's and/or team's participation in this league and/or event(s).

For and in consideration of the undersigned Participant's registration with THF, and being allowed to participate in THF events and related 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, but not limited to, for personal injury, property damage or wrongful death occurring to Participant, arising out of participation in THF events, 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 team activities, and understand that ice hockey and team activities involve risks to Participant's person including bodily injury, partial or total disability, paralysis and death, and damages which may arise therefrom and that I/we have full knowledge of said risks. These risks and dangers may be caused by the negligence and/or willful misconduct of the Participant or the negligence and/or willful misconduct of others, including the "Releasees" identified above. 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 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) 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 waiver, release and relinquishment described in the preceding paragraph. I/We acknowledge that all players are required to have and do have his/her own medical insurance coverage. I/We further agree and acknowledge that complete hockey equipment, including mandatory equipment required by the team's home and league's governing body is required to be worn during THF events and it is understood by the team that any player who does not possess the required equipment will be prevented by the team from participating in any game. I/We also agree that we are members of USA Hockey, Inc. and are bound by all of USA Hockey, Inc.'s rules and regulations.

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 and or willful misconduct) arising from the performance, or failure to perform, maintenance, inspection, supervision or control of said areas and /or events and for the failure to warn of dangerous conditions existing at said rinks and/or events, for negligent selection of certain Releasees, or negligent supervision or instruction by Releasees. As further consideration for registration and participation in THF events and member team activities, Participant (and the parent(s) or legal guardian(s) of Participant, if applicable), hereby (1) consents and agrees that THF, its licensees and designees and affiliates may make video and/or audio recordings of and/or otherwise film, photograph or memorialize some or all of Participant's participation in such events and activities, and (2) grants to THF, its licensees, designees and affiliates, successors and assigns, a worldwide, perpetual, irrevocable, fully-paid, royalty-free, transferable and sublicensable right and license to use, copy and disseminate Participant's image and personal attributes, and to modify and present same in any form, manner and media, now known or hereafter devised, for any purpose whatsoever.

I willingly agree to comply with the stated and customary terms and conditions for participation in the THF events and member team activities. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.

Participant (and Participant's parent(s)/guardian(s), if applicable), agree if any third party claim for Participant's personal injury or wrongful death is commenced against Releasees, he/she shall defend, indemnify and save harmless Releasees 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 Releasees, 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, Inc.'s insurance policies, which could affect any coverage you may have. For example, there is no liability coverage for claims of one player against another player, and Participant and Participant's parent(s)/guardian(s) waive any rights to make a claim against the Releasees for this or any other reason.

This Agreement will be governed by and construed under the laws of the State of Delaware (without reference to its choice of laws rules, as if to be entered into and performed wholly within the State of

Delaware by residents of the State of Delaware). If any clause or provision of this Agreement is determined to be illegal, invalid, or unenforceable under present or future laws, the remainder of this Agreement shall not be affected by such determination, and in lieu of each clause or provision that is determined to be illegal, invalid or unenforceable, there shall be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

Subject to strict adherence with the terms and conditions of the Dispute Resolution mechanisms in this agreement, ALL PARTIES TO THIS AGREEMENT HEREBY FREELY WAIVE ANY OF THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY, BASED UPON, RELATED IN ANY MANNER TO OR ARISING OUT OF THIS AGREEMENT OR ANY DEALINGS BETWEEN THEM RELATING TO THIS AGREEMENT OR THE MANAGEMENT OR OPERATION OF THE COMPANY. The scope of this waiver is intended to be all-encompassing of any and all disputes filed in any court for any reason relating to this Agreement including, without limitation, contract, tort, breach of duty and all common law and statutory claims. All parties to this Agreement acknowledge that they have and are receiving the benefits of this Agreement and that this waiver was and is a material inducement to enter into this Agreement, that each has already relied on the waiver in entering into this Agreement, and that each will continue to rely on the waiver in their related future dealings. Each party to this Agreement represents and warrants to the other parties to this Agreement that it will strictly comply with the terms and conditions of the Dispute Resolution section of this agreement and that each party has reviewed this waiver with its legal counsel, and that each knowingly and voluntarily waives its jury trial rights following consultation with legal counsel. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THE WAIVER APPLIES TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT.

Dispute Resolution: All Members and parties to this Agreement agree and consent that any dispute, controversy or claim arising under this Agreement among the parties hereto shall be resolved exclusively by arbitration conducted in Washington, DC, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, which rules are incorporated by reference into this Section. A single arbitrator shall be chosen by mutual agreement of the parties. If the parties cannot agree on a single arbitrator, then the arbitration shall be conducted by three (3) arbitrators whereby each party shall choose one (1) arbitrator and those two (2) arbitrators shall select a third arbitrator. The arbitration shall be conducted in a single hearing, and the arbitrator shall render his/her/their decision within a reasonable time after the conclusion of the hearing. The decision of the arbitrator(s) shall be final and not appealable. Judgment upon any decision rendered by the arbitrators may be entered by any court having jurisdiction. The Parties each irrevocably agree to submit personally to venue and jurisdiction in Washington, DC for purposes of the arbitration and further agree that a fully binding and enforceable arbitration hearing may be conducted there, and that a fully binding and enforceable arbitration award may be issued, notwithstanding any law or rule that might otherwise limit the arbitrator's jurisdiction over any party or any dispute subject to this arbitration agreement. Once commenced, the arbitration shall proceed to an enforceable, final award regardless of any party's failure or refusal to participate. The arbitrator shall apply the substantive laws of the State of Delaware in all respects and notwithstanding any choice of law rules to the contrary. To the fullest extent provided by law, the parties hereto irrevocably and unconditionally waive any right to appeal or seek modification of any ruling or award by the arbitrator. The parties hereto shall maintain the confidential nature of the arbitration proceeding and the award, including when seeking to confirm or vacate the award in court, unless otherwise required by law or judicial decision. With regard to any arbitration or other proceeding filed or brought by any of the parties against another party hereto, and/or the THF, the Prevailing Party (defined below) shall be entitled to recover all of its reasonable costs and expenses incurred in connection with such dispute, including the fees and expenses of counsel of to the parties thereto, which may include printing, photostating, duplicating and

other expenses, air freight charges, and fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under the supervision of an attorney, and the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding ("<u>Costs and Expenses</u>"). The term "<u>Prevailing Party</u>" means that party whose position is substantially upheld in a final judgment rendered in such proceeding. The provisions of this section shall survive the entry of any judgment, and will not merge, or be deemed to have merged, into any judgment. This provision of this section, and the obligation of payment of any Costs and Expenses of the Prevailing Party, shall inure to the benefit of and protect each party hereto, and the THF, as the case may be, from and against any party that brings an action or otherwise asserts a claim in any other forum or jurisdiction in contravention to the arbitration provisions of this section, such that any Costs and Expenses incurred by the Prevailing Party in any such action shall be paid by the non-Prevailing Party. This agreement affects your legal rights, and you may wish to consult an attorney concerning this agreement. Participant (and Participant's parent(s)/guardian(s) hereto further warrant and represent that it has reviewed or had the opportunity to review this agreement with its legal counsel and that it knowingly and voluntarily enters into this agreement and waives any rights covered hereunder.

If any part of this agreement is determined to be void and unenforceable, the remainder shall remain in full force and effect.

I acknowledge that the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and spreads from person-toperson contact. THF and/or the Releasees have put in place preventative measures to reduce the spread of communicable diseases; however, we cannot guarantee that you or your child(ren) will not become infected while attending our facilities. While we've implemented reasonable preventive measures, we depend on each and every visitor and their families to follow the guidelines from the Center of Disease Control, and all applicable federal, state, and local health department guidelines, rules, laws, and regulations before and while visiting our premises. We are all in this together and rely on each other to adhere to the above-mentioned guidance and legal restrictions. The undersigned fully understands and acknowledges both the known and potential dangers of utilizing the/our facilities, services, and programs and acknowledge that use thereof by the undersigned and/or such participating children may, despite our reasonable best efforts to mitigate such dangers, result in exposure to communicable diseases, which could result in quarantine requirements, serious illness, disability, and/or death.

This Waiver may be executed by signatures transmitted via facsimile or electronic transmission, such as a "pdf" document transmitted through electronic mail, which shall have the same force and effect as an original signature. If you have any questions, contact Black Bear Sports Group,Inc.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.