



SUMMER FLAT RATE AGREEMENT

June 14, 2010 – September 03, 2010

Flat Rate Agreement made this _____ day of _____, **2010** between **The Pond, Inc.** (hereinafter referred to as “**Owner**”) and _____, (herein after referred to as “**Skater**”). The term of this Agreement and “Skater’s” obligation to pay the full Flat Rate Plan fee, hereunder shall commence on the **14th** day of **June, 2010**, upon the start day of Summer Freestyle Sessions. The term of this agreement shall end on the **03rd** day of **September, 2010** as said term "Agreement Months".

Skater agrees to pay to “Owner” at the office of:

(PLEASE MAKE ALL CHECKS PAYABLE TO)

C/O The Pond, Inc.
101 John F. Campbell Drive
Newark, Delaware 19711

All flat rate plans must use a 'cc' for payment or attach a post dated check.

without any prior demand therefore and without any deduction or set-off whatsoever, and as fixed minimum fee. The Flat Rate Plan #_____ shall be paid in three payments. First payment due **upon** signing of this Agreement, remaining payments due on or before dates specified below. Payments made after the specified due date will result in a **6%** late charge on any outstanding funds. There is no pro-ration of rates beyond the rates listed below.

Flat Rate Plans

| | #1 Plan (1) Daily Sessions | #2 Plan (2) Daily Sessions | #3 Plan (3) Daily Session |
|---------------------------------|---------------------------------|---------------------------------|---------------------------------|
| | #1 Plan (\$9.00 session) | #2 Plan (\$7.00 session) | #3 Plan (\$6.00 session) |
| Due Upon Signing | \$270.00 | \$420.00 | \$540.00 |
| Due July 15th | \$270.00 | \$420.00 | \$540.00 |
| Total | \$540.00 (60 sessions) | \$840.00 (120 Sessions) | \$1080.00 (180 sessions) |

I fully understand that the Flat Rate Plan is a **reservation of discounted** ice sessions and to receive the discounted rate **NO** weeks can be omitted from my Flat Rate Plan. The discounted ice sessions entitle the skater to the following:

All Flat Rate Plans run for twelve (12) consecutive weeks commencing **June 14, 2010** and ending on **September 03, 2010**.

All Flat Rate Plans allow the # of ice sessions allotted per **Plan**, five (5) days a week.

Sunday Freestyle Sessions are free for Plan #3 skaters

Home Club _____ Coach(s) _____

Test Level _____

USFSA# _____

The Pond Inc., Ice Arena and Performance Center reserve the right to shut down the ice arena for maintenance, test sessions and special events and no refund given. Flat rate does not allow special packages, substitutions or make-ups. **NO REFUNDS will be issued for missed ice time.*

Past Due Payments:

If a "Skater" shall fail to pay, on specified date due an interest rate of six percent (6%) per month for delinquent payments will be charged after five (5) days from the date of payment due. If delinquent payments are not finalized after the five (5) day grace period, the skater will lose privileges of The Pond Inc..

Refund Policy:

The Pond, Inc. will issue refunds for the Flat Rate Plan, **only**, in the event of **serious** medical illness or condition. The "Skater" **must** submit written **proof** from a Specialized Physician; diagnosing the serious medical illness or condition, noting the exact day of illness or condition, the determined recuperation time and/or when the "Skater" may resume skating. This proof must be attached to a written letter of request and received within five (5) days of the first (1st) day of his or hers said illness or condition. Refunds will only be considered for **complete** loss of session time of four or more consecutive weeks. Refunds are calculated at **75%** of the Flat Rate Fee for the missed time. The remaining **25%** will remain currently due.

**The Flat Rate Plan is not in conjunction with any other "Pond" program therefore The Pond, Inc. prohibits any refunds towards any prior purchases made at The Pond Ice Arena.*

Liability Waiver and Hold Harmless Agreement:

In consideration of the privileges of using "**The Pond, Inc.**" Ice Arena and understanding that there are inherent risks in connection with this activity; I hereby assume these risks for myself and individuals skating on the dates and times noted in this agreement. I waive any possible claim at may arise against BSBB Ice LLC/The Pond, Inc. and its employees for any damages or injuries sustained in the course of the activity and I agree to indemnify and save harmless and not to assert a claim against or sue BSBB Ice LLC/The Pond, Inc. and its employees for any such damages or injuries or for any and all other claims, which may arise in connection with my (our) use of the facilities, or travel to and from these facilities.

Credit Card Authorization: All flat rate plans must use a 'cc' for payment or attach a post dated check.

I, hereby authorize The Pond Inc. to charge my credit card for the Flat Rate Plan # _____ upon the signing of this agreement and again on **July 19, 2010** .

(Please Circle One) Master Card Visa American Express Discover

Credit Card # _____ Expires: _____

Cardholder Name: _____
(Please Print)

Signature: _____

THE POND, INC.

EMERGENCY TREATMENT RELEASE FORM

I, _____, hereby authorize any physician and/or any member of the medical staff of any hospital or emergency treatment center to render medical treatment*, which in his or her judgment may be deemed necessary in the care of: ("Skater" and/or parents are responsible for any and all medical expenses incurred.)

Skater's Name _____ SS# _____ Date of Birth _____

Billing Name _____ Phone _____

Billing Address (Street) _____

City _____ State _____ Zip _____

Physician Name _____ Physician Phone _____

Allergies _____

Medicines currently taking _____

Outstanding medical history _____

Insurance Company _____

Policy number and name of subscriber _____

I, hereby, attest that to the best of my knowledge, the information I have provided on this Flat Rate Agreement is true, correct and complete.

Skaters Signature: _____ Date: _____

Parent's Signature: (Skater under 18) _____ Date: _____