



Foothills Hockey Association Obligation to Pay Policy

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ARTICLE I. OBLIGATION TO PAY

The Registration Agreement establishes a player and their parent's or guardian's commitment to Foothills Hockey Association (the "Association" or "FHA") for the term of the hockey season. Membership in FHA requires that each member family fulfill its financial obligation on a timely basis.

This commitment is used to declare the number of teams for the season, allocate ice time, place apparel and equipment orders, make coaching determinations, perform other pre-season duties and account for other costs.

Generally, all Registration Deposits and Registration Fees are **NON-REFUNDABLE**. However, the Board, at its discretion, may review refund requests involving extraordinary circumstances on a case-by-case basis. In very limited circumstances Registration Deposits or Registration Fees may be refunded with the approval of the Board of Directors (the "Board").

ARTICLE II. FAILURE TO PAY

The Board, at its discretion, may suspend or terminate a player's membership due to financial delinquency.

If a player's Registration Deposit, Registration Fees, Team Fees, or any other fees or charges assessed by the Association are not made by the payment due date, the "no pay, no play" policy takes effect immediately. The delinquent family and head coach will be notified by the Age Division Director and the player will be suspended from all on- and off-ice Association activities until the account is brought into good standing or an alternate payment arrangement is made, subject to the approval of the Board.

Once a player's account is brought into good standing, the player may be reinstated to on- and off-ice activities immediately. The Age Division director will notify the family and head coach that the player's suspension has been lifted and is cleared to return.

ARTICLE III. WITHDRAWAL FROM ASSOCIATION

In the unfortunate event that a registered player wishes to withdraw from the Association, the full financial obligation must be met prior to receiving a financial release.

Section 3.01 10U-18U Withdrawals

(a) Withdrawal Prior to Tryouts.

- (i) FINANCIAL OBLIGATION. If a registered player at the 10U through 18U age divisions gives notice of withdrawal from the Association prior to the start of team tryouts for the age division the player is registered for, the player's financial obligation is equivalent to the FULL REGISTRATION DEPOSIT. At the time of notice, the player is no longer eligible to participate in FHA tryouts.
- (ii) FINANCIAL RELEASE. The Registration Deposit must be paid in full prior to being granted a financial release.

(b) **Withdrawal After Tryouts.**

- (i) FINANCIAL OBLIGATION. If a registered player at the 10U through 18U age divisions decides to forego his/her commitment to play at FHA after the start of team tryouts for the age division the player is registered for, the player is responsible for the FULL REGISTRATION DEPOSIT AND FULL SEASON REGISTRATION FEES.
- (ii) FEE DETERMINATION.
 - 1) If the notice of withdrawal was given after the start of tryouts but the player did NOT participate in tryouts or did NOT complete the tryout process, the total Deposit and Season Registration Fees owed will be calculated based on the lowest level team declared (typically A or B).
 - 2) If the notice of withdrawal was given after the start of tryouts and the player completed the tryout process, the Deposit and Season Registration Fees owed will be calculated based on the age division and level (AA, A, B) of the team that the player was placed on.
- (iii) FINANCIAL RELEASE. The Registration Deposit and Season Registration Fees for the full season must be paid in full prior to being granted a financial release.

Section 3.02 8U Withdrawals

(a) **Withdrawal Prior to 8U Season Start.**

- (i) FINANCIAL OBLIGATION. If a registered 8U player gives notice of withdrawal from the Association prior to the season start (typically October 1st), the player's financial obligation is the FULL REGISTRATION DEPOSIT as published in the registration agreement.
- (ii) FINANCIAL RELEASE. The Registration Deposit must be paid in full prior to being granted a financial release.

(b) **Withdrawal After 8U Season Start.**

- (i) FINANCIAL OBLIGATION. If a registered 8U player gives notice of withdrawal from the Association after the season start (typically October 1st), the financial obligation is the FULL REGISTRATION DEPOSIT AND FULL SEASON REGISTRATION FEES.
- (ii) FINANCIAL RELEASE. The Registration Deposit and Season Registration Fees must be paid in full prior to being granted a financial release.

ARTICLE IV. EXTRAORDINARY CIRCUMSTANCES

The Board may consider a refund or partial refund of actual fees paid or a pro-rated fees request in the following extraordinary circumstances.

- 1. Relocation
- 2. Player Advancement
- 3. Injury or Serious Illness
- 4. Hockey Readiness at 8U Level

If a player participates in season activities (training camp, tryouts, skills clinics, practices, games, etc.), a FULL refund will NOT be considered in any circumstance.

- (a) Refunds and pro-rated fees are exclusive of uniform package fees and any other non-registration related fees.
- (b) Partial refunds or pro-rated fees are calculated based on the number of weeks the player participated in the season out of the total number of weeks in the season, exclusive of uniform package fees and any other non-registration related fees.

Section 4.02 Relocation

If a member family relocates outside the Denver metro area (greater than a 60-mile radius) the Board may consider the player eligible for a refund or partial refund.

Section 4.03 Advancement

Player advancement is defined as one of the following:

- (a) Placement in a youth (18U and younger) Tier 1 program that has membership in a nationally recognized Tier 1 league (i.e., T1EHL, NAPHL).
- (b) Placement in Junior program that has membership in a nationally recognized league at the Tier 1, Tier 2, or Tier 3 levels (i.e., USHL, NAHL, USPHL, NA3HL).

Advancement Prior to Tryouts. If a registered player advances **PRIOR** to season tryouts, the Board may consider the player eligible for a refund or partial refund.

Advancement After Tryouts. If a registered player participates in FHA tryouts and then advances **AFTER** the start of season tryouts, the Board has full discretion to deny or approve the request.

Section 4.04 Injury or Serious Illness

- (a) **Season-Ending Injury or Illness.**
 - (i) **Injury/Illness Prior to Tryouts.** If a registered player incurs an injury or serious illness prior to the start of tryouts and it is determined that the expected duration of the injury or illness will span the entire season, the Board may consider the player eligible for a refund of fees paid. The member family must provide the Registrar with documentation from the player's health care provider stating the duration of the injury or illness. If a financial release is requested, it will only be granted at the end of the season in which the player is injured or ill.
 - (ii) **Injury/Illness After Tryouts.** If a registered player incurs an injury or serious illness after tryouts and that injury/illness results in a season-ending injury/illness, the Board may consider the player eligible for a partial refund or pro-rated fees. The member family must provide the Registrar with documentation from the player's health care provider stating the duration of the injury or illness. If a financial release is requested, it will only be granted at the end of the season in which the player is injured.

(b) **Partial-Season Injury or Serious Illness.**

- (i) **Injury/Illness Prior to Tryouts.** If a registered player is unable to start the season due to an injury or illness but is expected to return prior to the end of the season, the Board may consider the player eligible for pro-rated fees. The member family must provide the Registrar with documentation from the player's health care provider stating the duration of the injury/illness and expected return to play date. A financial release will NOT be granted in this situation.
- (ii) **Injury/Illness Mid-Season.** If a registered player that becomes injured/ill after tryouts, is expected to return prior to the end of the season, the Board may consider the player eligible for a partial refund or pro-rated fees. The member family must provide the Registrar with documentation from the player's health care provider stating the duration of the injury/illness and expected return to play date. A financial release will NOT be granted in this situation.

For partial-season injuries/illness, the Board, at its discretion, may require documentation from the player's health care provider clearing the player to return to play, including any restrictions the player may subject to. In the case of a concussion, the member family must follow the USA Hockey return to play protocol prior to being cleared to return to play.

Section 4.05 Hockey Readiness at 8U Level

A full-season hockey experience can be overwhelming for 8U players. To ensure that these young players have the most rewarding hockey experience, the Board may, at its discretion, offer a modified season with a reduced on-ice commitment and pro-rated registration fees.

If it is determined by the Director of Hockey, 8U Head Coach, and the player's parent(s)/guardian(s) that a registered player age 5 or younger is not ready for the hockey experience, the Board may, at its discretion, consider the player eligible for a refund or a partial refund. A financial release will NOT be granted in this situation.

ARTICLE V. REFUND REQUESTS

- (a) Refund requests must be made in writing to the Association Registrar and are evaluated on a case-by-case basis by the FHA Board of Directors.
- (b) The Board has up to 60 days after receiving the refund request to render a judgement.
- (c) The decision of the Board is final on all requests.
- (d) Approved refunds will be assessed a \$75.00 administration fee prior to reimbursement.