

ICE CAVE PRIVATE SKATING MEMBERSHIP

Terms & Conditions

Effective Date: The date the Member's paid subscription is processed.

These Terms & Conditions ("Terms") govern participation in the Ice Cave Private Skating Membership ("Membership") offered by Ice Cave Entertainment LLC ("Ice Cave"). By enrolling in a Membership, the Member acknowledges that they have read, understood, and agreed to these Terms.

1. Membership Eligibility and Benefits

The Ice Cave Private Skating Membership provides eligible Members with access to private skating sessions, ice time, and/or other benefits specifically identified in the applicable Membership plan purchased by the Member.

Membership benefits are limited to the specific plan purchased and are subject to rink schedules, availability, operating conditions, holidays, maintenance, special events, and other Ice Cave programming.

The specific Membership tier purchased determines the number of private skating sessions included during each Membership billing period.

2. Membership Tiers and Session Allowance

Each Membership tier includes a designated number of private skating sessions per monthly billing period, as specified in the applicable Membership plan.

The current session allowances are:

- **Bronze:** Four (4) private skating sessions per month
- **Silver:** Eight (8) private skating sessions per month
- **Gold:** Twelve (12) private skating sessions per month
- **Platinum:** Sixteen (16) private skating sessions per month

The session allowance applicable to the Member is determined by the Membership tier active during the applicable billing period.

Membership sessions are provided for the applicable billing period only. **Unused sessions expire at the end of that billing period and do not roll over, accumulate, transfer, or carry forward into a future billing period.**

3. Membership Fees and Billing

Membership fees are charged according to the payment schedule and pricing presented at the time of enrollment.

The Member is responsible for ensuring that the payment method associated with the Membership remains current and valid. Failed or declined payments may result in suspension or cancellation of Membership benefits.

Membership fees are charged for the applicable Membership period regardless of the Member's actual attendance or use of available sessions.

4. Automatic Renewal

Unless canceled in accordance with these Terms, recurring Memberships automatically renew according to the billing schedule selected at enrollment.

The Member authorizes Ice Cave or its designated payment processor to charge the payment method on file for each renewal period.

To prevent the next recurring charge, the Member must complete the cancellation process before the next scheduled billing date.

5. No-Refund Policy

All Membership payments are non-refundable except where a refund is required by applicable law.

Once a Membership payment has been processed, Ice Cave will not provide refunds, credits, or prorated refunds for unused Membership time or sessions, missed sessions, illness, injury, scheduling conflicts, vacations, personal circumstances, or failure to use Membership benefits.

Membership benefits are provided based on the Member's enrollment and the availability of the applicable program, not on the Member's actual attendance.

6. Cancellation of Membership

Members may cancel their Membership at any time by following Ice Cave's designated cancellation procedure.

Cancellation does not entitle the Member to a refund for the current billing period.

If a Member cancels after a Membership payment has been processed, the Member will retain access to applicable Membership benefits through the end of the paid Membership period, subject to these Terms and the availability of the Membership program.

Cancellation of the Membership does not automatically cancel individual sessions or reservations that have already been booked. Members are responsible for canceling or rescheduling individual reservations in accordance with the session cancellation policy.

7. No Proration

Membership fees are not prorated based on the date of enrollment, cancellation, attendance, or usage.

If a Member enrolls, upgrades, downgrades, or cancels during a billing period, session allowances and charges will be handled according to the applicable Membership plan and billing terms presented at the time of the transaction.

Unused sessions do not create a refund, credit, or partial Membership payment.

8. Session Reservations

Members may reserve available private skating sessions through Ice Cave's designated booking system.

Members may book multiple sessions at the same time, subject to availability and any applicable booking restrictions.

A session is considered used when the Member attends the scheduled session or when the session is otherwise forfeited under the cancellation or no-show policies below.

Membership sessions have no cash value and may not be redeemed for cash, refunds, or credits.

9. Session Cancellations and Rescheduling

Members must cancel or reschedule a reserved private skating session at least **twenty-four (24) hours before the scheduled session start time** in order to preserve the Membership session for future use.

Cancellations or rescheduling requests made less than twenty-four (24) hours before the scheduled session may result in the session being counted as used.

Ice Cave may, at its discretion, make exceptions in unusual circumstances, but no exception is guaranteed.

10. No-Shows

If a Member fails to attend a reserved session without canceling or rescheduling within the required cancellation period, the session will be considered used.

A no-show does not create a refund, credit, replacement session, or additional Membership session.

11. Ice Cave-Canceled Sessions

If Ice Cave cancels a private skating session for operational, scheduling, facility, weather, emergency, or other reasons, the Member will not lose the Membership session allocated to that reservation.

The Member may redeem the affected session on another available day and/or time, subject to Ice Cave's availability and booking procedures.

12. Guests and Non-Members

Membership benefits and included Membership sessions are **personal to the enrolled Member and may not be used by, transferred to, shared with, or substituted for another person.**

Guests and other non-members may not use the Member's included Membership sessions.

A guest who wishes to participate in a private skating session must either:

1. **Purchase an applicable Ice Cave Membership** in their own name; or
2. **Pay the full standard price for the applicable private skating session** at the time of booking or participation.

A Member may not use an included Membership session to cover the cost or participation of a guest.

Guests and non-members participating in a paid session are subject to all applicable Ice Cave facility rules, safety requirements, waivers, booking requirements, and staff instructions.

13. Schedule and Availability

Private Membership access and session reservations are subject to Ice Cave's operating schedule and available ice time.

Ice Cave reserves the right to modify schedules, session times, ice availability, programming, or Membership benefits when reasonably necessary due to maintenance, construction, special events, tournaments, competitions, rink operations, weather, emergencies, staffing, or other circumstances affecting facility operations.

Ice Cave will make reasonable efforts to provide Members with advance notice of significant schedule changes when practical.

14. Membership Is Personal and Non-Transferable

Memberships are personal to the enrolled Member and may not be sold, transferred, assigned, or shared with another person.

Membership sessions may only be used by the Member to whom the Membership is registered.

15. Rink Rules and Conduct

All Members and guests must comply with Ice Cave's facility rules, skating rules, safety requirements, staff instructions, and applicable policies.

Ice Cave reserves the right to suspend or terminate Membership privileges for unsafe conduct, rule violations, disruptive behavior, property damage, harassment, or other conduct that negatively affects the safety or enjoyment of the facility by other Members or guests.

Suspension or termination of Membership privileges does not automatically entitle the Member to a refund.

16. Safety and Assumption of Risk

Skating and participation in ice-related activities involve inherent risks, including falls, collisions, injuries, and other hazards.

Members and guests are responsible for skating within their ability level and following all posted safety requirements and instructions from Ice Cave personnel.

Membership does not eliminate the inherent risks associated with skating or guarantee a particular level of safety, ice availability, or skating experience.

17. Facility Closure or Operational Changes

Ice Cave may temporarily close or restrict access to portions of the facility when necessary for maintenance, repairs, emergencies, inspections, weather conditions, rink operations, or other circumstances beyond Ice Cave's reasonable control.

Temporary interruptions do not automatically entitle Members to refunds or credits.

If Ice Cave cancels a specific reserved Membership session, the Member will be permitted to redeem the affected session on another available day and/or time in accordance with Section 11.

If Ice Cave permanently discontinues a Membership program, Ice Cave may provide Members with notice and, where appropriate, alternative arrangements or other remedies determined by Ice Cave.

18. Changes to Membership Terms

Ice Cave reserves the right to modify Membership pricing, benefits, schedules, policies, and these Terms from time to time.

Material changes affecting existing Members will be communicated through reasonable means when applicable.

Continued use of the Membership following the effective date of revised Terms constitutes acceptance of the revised Terms.

19. Payment Authorization

By enrolling in a recurring Membership, the Member authorizes Ice Cave or its designated payment processor to charge the payment method provided for applicable Membership fees in accordance with the selected Membership plan.

The Member is responsible for maintaining accurate billing information and ensuring sufficient funds are available for scheduled payments.

20. Member Acknowledgment and Acceptance

By purchasing or activating an Ice Cave Private Membership, the Member acknowledges that they:

- Have read and understand these Terms & Conditions.
- Understand which Membership tier and session allowance they have purchased.
- Understand that unused Membership sessions expire at the end of each billing period and do not roll over.
- Agree to the no-refund policy.
- Understand that cancellation does not result in a refund for the current paid billing period.
- Understand that Membership fees are not prorated.
- Understand that late cancellations and no-shows may result in the loss of the reserved Membership session.
- Understand that an Ice Cave-canceled session will be available for redemption on another available day and/or time.
- Understand that Membership sessions are personal and may not be shared with or used for guests or other non-members.
- Understand that guests and non-members must purchase their own applicable Membership or pay the full standard price for the applicable session.

- Agree to comply with Ice Cave facility rules and safety requirements.
- Accept the inherent risks associated with skating and participation in ice activities.
- Agree to the Membership billing, renewal, cancellation, reservation, and session-use terms described above.

WIX CHECKOUT ACKNOWLEDGMENT

BY COMPLETING THE MEMBERSHIP PURCHASE, THE MEMBER ACKNOWLEDGES THAT THEY HAVE READ, UNDERSTAND, AND AGREE TO THESE TERMS & CONDITIONS, INCLUDING THE MEMBERSHIP BILLING, NO-REFUND, SESSION EXPIRATION, CANCELLATION, NO-SHOW, AND NON-TRANSFERABLE MEMBERSHIP POLICIES.

Ice Cave Entertainment LLC

Lake Elsinore, California

The Ice Cave

www.theice-cave.com