

NWN PLAYER-PARENT CONTRACT
2011-2012 SEASONAL YEAR

This AGREEMENT (the “Contract”) is made by and between the player identified herein (“Player”); the authorized parent or guardian of Player as identified below (collectively and individually referred to as “Parent”) AND Northwest Nationals Select Soccer Club dba Northwest Nationals Premier Soccer Club (“NWN” or “Club”).

1. **Bound by Rules:** By entering into this Agreement, Player and Parent agree to abide by the terms, rules, requirements, conditions, regulations and guidelines of NWN as stated in this Contract and that may be established or created hereafter (collectively “NWN Rules”); and acknowledge that failure to do so may result in sanctions and remedial action as noted below and/or as established by the NWN Board of Directors in the future (including termination of the right to participate in NWN team or club activities).

2. **Participation not a Right:** Player and Parent recognize and agree that Player’s participation on a NWN team or in this Club is a privilege and not a right, initially and at all times in the future; and such participation would not have been allowed but for the agreement of Player and Parent set forth in this Contract; and, in reliance on same, such participation will be allowed for the Player.

3. **Payment of Fees:** Participation on NWN teams requires the payment of annual fees, which are due and payable in full when this Contract is entered. This means that Player and Parent shall be responsible for payment in full upon demand of any or all of the fees and/or costs for the seasonal year required for participation by the Player in the NWN program and/or on any team of which Player becomes or is a member (“Team”); including without limitation NWN player registration or Club fees and Team fees (as may be amended during the season), including tournament and travel costs, coaching and independent trainer fees, and so forth (collectively “Fees”).

- Player and Parent acknowledge that they have obtained and understand the Fees and financial commitment for the Club and their Team and are accepting those obligations for the complete seasonal year.
- Player and Parent understand that, although all Fees are due at the start of the seasonal year, NWN will allow Parent and Player to pay Club Fees in nine (9) equal payments based on the following conditions: they must make their initial payment at the time of registration (or Player will not be placed on their Team’s roster); they must make subsequent payments no later than the end of each of the eight (8) calendar months following the month they make their initial payment; they must make all payments electronically by credit or debit card, and failure to make any payment in a timely manner shall require the immediate payment of the remaining Fees due under this Contract. Cashier’s checks or money orders will only be accepted for the single payment in full option. Checks are due within 7 business days of online enrollment. The monthly payment plan will include a \$45 annual credit card service charge which is applied over 8 monthly auto payments. Player and Parent may avoid this second processing fee by paying all Club Fees at registration. All Team Fees must be paid at the start of the seasonal year and/or coordinated with the manager for each Team.
- A seasonal year is defined as starting when Player agrees to play for a Team at any time following tryouts and as ending when a Team is eliminated from State Cup for the applicable age division for that Player. The seasonal year is set forth at the top of this Contract; but, in the event that Player plays on a NWN Team in any subsequent seasonal year and Player and Parent do not sign a new Contract for that year, it is agreed that this Contract shall remain applicable and operative until a replacement Contract is executed by the parties and that Player and Parent shall pay all fees due for any subsequent seasonal year.

4. **Scholarships:** NWN maintains a scholarship fund for those who establish financial need. Those who are interested in applying for a scholarship must complete a detailed scholarship application form. The amount of money available for scholarships will depend on factors such as the size of the scholarship fund (which depends on fundraisers and contributions) and the number of qualifying applicants. As a general matter, scholarship awards are only available to pay for a portion of Club Fees and no part of Team Fees. In addition, scholarship awards are typically not determined until June or July of the seasonal year. This means that Player and Parent must enter this Contract, agree to pay Fees, and typically make two or more payments before scholarship awards are determined. To maintain eligibility for any scholarship, Player and Parent must make all payments

when due up until scholarship determinations are made. When scholarships are determined, any amounts awarded are applied to the remaining Fees due in order to reduce future payments.

5. Suspension for Failure to Make Payment: Failure to make payment of required Fees at any time or for any reason will result in the suspension of the Player and Parent from participation with NWN and Team. Any request for an exception to this rule must be submitted in writing to the NWN Board of Directors, which has sole and complete discretion to accept, reject, or otherwise resolve such requests.

6. No Refunds: Fees are determined at the beginning of a season and are based on many factors (*e.g.*, the number of players on a Team, tournament fees, and trainer costs) that require a commitment of resources by NWN. Accordingly, NWN has a “no-refund policy” for Fees. If a Player is suspended from further participation, if a Player leaves a Team, if an injury occurs, or if some other situation arises that prevents further participation in NWN or on a Team, there will be no refund of Fees paid or release from the obligation to pay all Fees due under this Contract. Any request for an exception to this rule must be submitted in writing to the NWN Board of Directors, which has sole and complete discretion to accept, reject, or otherwise resolve such requests.

7. Release of Card: Player and Parent acknowledge and agree that the Player’s WYS card and/or other player passes shall not be released by the Team until all Fees owed are paid in full; and all equipment, uniforms (including jerseys and shorts, but typically excluding socks, practice t-shirts, and warm-ups), balls, gear, or similar team items [collectively “Team Gear”] has been returned to the Team.

8. Collections Fee: Player and Parent agree to pay to NWN a \$50 collection/late payment fee if any payment of Fees is late. This fee is intended to help defray the administrative cost of collections efforts.

9. Birth Certificates: All Players must submit a certified copy (do not send original) of a State-Issued Birth Certificate at the time of registration. Hospital Certificates WILL NOT be accepted. No player can or will be registered without the State-Issued Birth Certificate.

10. Team Gear: All Team Gear is and remains the property of NWN at all times. The Fees paid may itemize and include a portion for Team Gear, but this does not alter the issue of ownership of Team Gear being vested in NWN under all circumstances. Players and Parents have no right to reimbursement or refund for any of the costs associated with Team Gear upon the Player leaving the applicable Team, NWN, or otherwise. **All Team Gear must be immediately returned to the Team or NWN at the conclusion of the Season or at the time a Player leaves a Team for any reason.** If Player fails or refuses to return all or any part of the Team Gear for any reason or under any circumstances, and such refusal or failure continues for a period exceeding five (5) days after demand for such return by NWN, Player and Parent agree that the Team or NWN may proceed at the cost and expense of Player and Parent to replace such items of Team Gear, including placement of applicable logos, names, patches and other identification, that have not been returned, or which have been returned in a state or condition that same cannot be used again, excluding reasonable wear and tear. The total and complete cost and expense associated with such Team Gear replacement (“Replacement Cost”) shall be paid in full by Player or Parent within five (5) dates after notification of the amount of such Replacement Cost due. If such Replacement Cost is not paid within that period of time, Player and Parent agree to be responsible for and make payment of all attorneys fees and legal costs associated with obtaining payment of such Replacement Cost by Player or Parent, together with a replacement fee equal to ten percent (10%) of the Replacement Cost to partially compensate NWN for the administrative costs associated with such collection.

11. Compliance with Related Rules: Player and Parent agree that they will follow the rules and regulations as established by the Federation of International Football Association (“FIFA”), the United States Soccer Association (“USSA”), United States Youth Soccer Association (“USYSA”), US Club Soccer, Regional Club League (“RCL”) and Washington Youth Soccer (“WYS”). In addition to the rules established by FIFA, USSA, USYSA, US Club and WYS, Player and Parent agree to follow any and all current and future NWN Rules.

12. NWN Rules: Player and Parent acknowledge and agree that participation with NWN and the Team is a privilege not a right; and that failure to follow NWN Rules may result in the suspension of the Player and/or

Parent, and can include dismissal from NWN as determined by the Board of Directors in its sole discretion. The NWN Rules are subject to amendment from time to time and Player and Parent must ensure that they are aware of all rules as amended. In addition to other and further Rules that may be established or as presently exist, Player and Parent shall abide by, follow and conform to the following:

12.1 Parent and Player acknowledge and agree that they are participating in a youth premier soccer program and team. That, in doing so, the Player and Parent shall be accountable for their conduct and their actions with other players, coaches, assistant coaches, trainers, team managers, parents, spectators, referees, officers, and any person who by their presence could be construed to have an affiliation with NWN, US Club, RCL, WYS, USYSA, USSF or FIFA, hereinafter collectively [“Participants”]. Player and Parent agree to engage in and maintain appropriate conduct and interaction with the Participants, and to afford the Participants with the appropriate level of respect and cooperation. Parent and Player agree that they will conduct themselves on and off the field in an appropriate, non-threatening and civil manner, including their involvement and interaction with the Participants.

12.2 Player and Parent agree to never physically assault, threaten or intentionally injure a Participant; and if any assault, threat or intentional injury occurs, to immediately notify the NWN Board of Directors regarding same.

12.3 Parent and Player shall not make any disparaging, defamatory, vile, offensive or overly critical remarks regarding any Participant in the presence of other Participants. They further agree to refrain from using any demeaning dialogue, abusive language or gestures towards any Participant.

12.4 If Player or Parent desires to make comments regarding any Participant, such comments shall be directed to their coach at such a time that will not be distracting or disrespectful to the Team or any Participant and must be as discrete as possible. If Player or Parent has a comment regarding the conduct of a coach which cannot be handled directly, Player or Parent should contact the Technical Director, relevant Director of Coaching, or Youth Director of NWN for resolution. If the matter involves one of these directors, Player or Parent should contact the President of NWN. If the matter involves any NWN officer or coaching director, Player or Parent should also submit comments to a member of the Board of Directors in writing. No resolution can be effectuated or reviewed without a written report of the incident.

12.5 NWN has adopted a zero-tolerance policy for any illegal activities involving alcohol, non-prescribed drugs or weapons, regardless of circumstances. No Player will attend any function that involves consumption by minors of alcohol or drugs.

12.6 Out-of-town tournaments/showcases: NWN teams may be required to travel and lodge and take their meals together as a group and unit as determined by the coach, unless special permission is given by the Team’s coach to the contrary. All group activities must be approved by the head coach. Players will wear team elected attire. Players are not allowed outside of hotel rooms after “lights out” without explicit permission from the coach, and only then in the company of the designated chaperone or coach. Attendance at all team functions, including practices and meetings, is mandatory; and the plans or activities of Parent may not interfere with such functions. Parent acknowledges that neither the Team nor coach nor NWN has any responsibility or obligation to request or obtain travel, housing or meal arrangements for Parent. Failure to pay all tournament related costs and fees within the time frame established by the coach shall terminate the ability of Player to attend and/or participate in the Tournament/Showcase as determined by the coach.

12.7 Sanctions: The penalties for Player or Parent violating the NWN Rules shall be determined on a case-by-case basis by coaches, coaching directors, and ultimately the NWN Board of Directors. Sanctions may include, without limitation, the following at the sole determination of NWN: (a) suspension from participation in any or all NWN and/or Team activities, practices, tournaments, showcases and/or games for whatever period of time is deemed appropriate, but in no event longer than 30 days; and (b) termination, dismissal and/or release of Player and/or Parent or both from NWN participation.

12.8 Player and Parent acknowledge and agree that any sanction imposed by NWN against any Player or Parent may be oral or in writing. Issues involving Player misconduct or violation of the Player Conduct Rules resulting in the suspension of Player will be in writing and given to Player's Parent. The writing will describe the misconduct or violation. The suspension of a player for misconduct is at the sole discretion of the coach and NWN. Sanctions involving the removal and release of a player from NWN will be reviewed by a coaching director. If the removal and release was instigated by a coaching director, the matter will be reviewed by the Board of Directors.

12.9 Appeal: Player or Parent may appeal any decision of dismissal of Player or Parent from NWN and/or the Team by submitting a written appeal to the Board of Directors on or before five (5) calendar days following notification of such action, detailing Player's or Parent's position in that regard. The Board of Directors shall review the appeal and set an informal and closed hearing in front of the Board of Directors at a location determined by the Board of Directors to discuss and rule on the appeal. Player and Parent may appear at the hearing; and the length and format of the hearing shall be at the sole discretion of the Board of Directors. Player or Parent may be removed from the hearing if their actions or demeanor are deemed threatening or demeaning in any manner. The decision of the Board of Directors as to such appeal is final and conclusive as to NWN, the Team, Player and Parent; and Player and Parent by requesting such appeal agree to accept such decision as final. Again, Player and Parent acknowledge and agree that participation in NWN and with the Team is a privilege and not a right, and that this privilege is subject to termination at any time.

13. Guest Players: The NWN Rules, and each of them, apply to any Player and Parent participating on any NWN Team as a guest player for the purpose of any tournaments or friendlies during the seasonal year. However, said Player and Parent shall only be responsible for their pro-rata share of Fees incurred by the applicable Team during said participation.

14. Academics: Many of NWN Teams contain players that intend on pursuing a college career and participation on a collegiate soccer team. The process of pursuing this collegiate opportunity normally involves attaining a certain level of success as a student and satisfying certain academic requirements. Coaches may establish minimum academic standards and guidelines as a condition to further participating on the Team which shall be binding on all players and parents; and failure to abide by same shall constitute sufficient grounds for suspension or removal of Player from the Team; or for such other sanctions including limiting playing time, as determined by the coach. Player agrees to provide their individual coach with their academic standing upon request, including providing a copy of their most recent grade report or report card from their educational institution.

15. Images and Information: Player and Parent authorize NWN to use a Player's or Parent's photograph or image in any media, or other likeness, for the purpose of promotion of NWN, individual Teams or Player, without reservation and free of any cost, fee or remuneration. Player and Parent further agree to allow the use of Player's personal information, other than contact information, by NWN for Player promotion. Player and Parent waive and release liability to NWN and any of its coaches, agents, and affiliates for any actions or results that may arise out of use of Player Promotion. NWN agrees to use Player's personal information for the sole purpose of Player Promotion only. If a Team utilizes Team and Player information for purposes of distribution to College or University coaches or scouts, Player and Parent agree to such distribution including address, telephone number, age, birthdate and other similar information.

16. Permission to Participate: Having reviewed, understood and agreed to the foregoing terms and conditions, the undersigned Parent grants unrestricted Permission for the named Player to participate in NWN and Team and to participate in all practice sessions, games, and other activities involving NWN and/or the Team during the seasonal year. This permission extends to any travel to and from any and all practice sessions, games, and other activities sponsored and arranged by the NWN.

NAME OF PLAYER: _____ DATE OF BIRTH: _____

17. Waiver of Claims: This permission is granted without reservation. Recognizing the risks presented by the competitive contact sport of soccer, the signature below indicates a knowing and voluntary release of any claim or demand which might be asserted by Player or Parent (or any related entity or person) against NWN, its officers, Board of Directors, directors, administrative assistants, coaches, assistant coaches, managers, sponsors, chaperones, referees, attorneys, agents, designees, designated drivers, volunteers, and any other agents representing NWN (“NWN Administration”) or South Snohomish County Youth Soccer Association (SSCYSA), and/or the local league organization of which NWN is a member. By waiving any right to assert a claim, I am agreeing to release, absolve, indemnify and hold harmless any and all parties previously mentioned, including the NWN Administration, for and from any and all claims, losses, injuries, damages, death, actions, judgments, awards, liability or detriment of any kind and under any circumstances arising from the participation of Player or Parent in NWN or Team activities, games, practices, travel, tournaments, showcases, social events, training or NWN sponsored events (collectively “NWN Events”). My waiver expressly means that I, the participant's legal parent or legal guardian, accept and assume all risks and hazards inherent in and related to the NWN Events.

18. Medical Waiver: Player and Parent hereby authorizes the Team coach, assistant coach or designee to request and obtain all emergency or other medical, dental or surgical treatment deemed appropriate and necessary for the Player in case of any injury, condition, event or incident, at the sole cost and expense of Player or Parent or the insurance provider thereof; including transport to the nearest medical facility adequate to treat the emergency or condition. The provisions of this section are meant to supplement any authorization or consent obtained for the Player by the Team at registration.

The undersigned Player and, unless the Player is 18 years of age or more at the time of signing this Contract, the undersigned Parent (or legal guardian) execute this Contract as their voluntary act and deed on their behalf and on behalf of their spouse, and the minor Player; recognizing and believing that such execution is in the best and informed interests of the Player.

PLAYER’S SIGNATURE: _____ DATE: _____

AND, unless Player is over 18 years of age:

PARENT’S NAME: _____

PARENT’S SIGNATURE: _____ DATE: _____

GUARDIAN’S NAME: _____

GUARDIAN’S SIGNATURE: _____ DATE: _____