

## NWN PLAYER-PARENT CONTRACT 2009-10

This AGREEMENT [“Agreement” or “Contract”] MADE the date set forth below by and between the rostered player identified herein [“Player”]; the authorized parent or guardian of Player as identified below [collectively or individually referred to as “Parent”] AND Northwest Nationals Select Soccer Club; DBA: Northwest Nationals Premier Soccer Club [“NWN”].

1. Bound by Rules: By entering into this Agreement, the Player and Parent agree to abide by the terms, rules, requirements, conditions, regulations and guidelines of NWN as stated in this Contract and which 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: Both 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 the 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: Each Player and Parent shall be responsible for payment in full upon demand of any or all of the fees and/or costs 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 the player registration fee as may be established by NWN at the beginning of each seasonal year, team tournament costs, travel expenses, Team fees (as may be amended during the season), coaching fees, fees of an independent trainer, and so forth [collectively “Fees”]. Parent and Player acknowledge that they have obtained and understand the financial commitment of their Team’s obligations. A seasonal year is defined as starting when a Player and Parent agree 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. For purposes of this Contract, the seasonal year shall be the 2009-10 year; 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 for any reason, it is agreed that this Contract shall remain applicable and operative until any such replacement Contract is executed by the parties.

4. Guest Players: Additionally, the NWN Rules, and each of them, apply to any Player and or Parent participating on any NWN Team as 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.

5. Failure to Make Payment: Failure to make payment of any of the required Fees at any time or for any reason will result in the immediate 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 incurred normally at the beginning of a season or event, and allocated/determined based upon the number of players on a Team. 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; and/or if some other situation arises which prevents further participation in NWN or on the Team, there will be no refund, partial or total, of the Fees. 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: Parent and Player acknowledge and agree that the Player’s WSYSA card and/or other player’s pass(es) shall not be released by the Team until payment in full is received on the Fees; and all equipment, uniforms (including jerseys, shorts, socks and warm-up shirts), bags, balls, gear, warm-ups or similar team items [collectively “Team Gear”] has been returned in full to the Team.

8. NSF Check Fee: All checks returned by the issuing bank from a Player or Parent due to insufficient funds or closure of an account, will be automatically subject to a NSF Check Fee of \$25.00. The Player or Parent shall replace such returned check within two (2) days of notice thereof with cash, money order or certified funds in the amount of the applicable check together with the NSF Check Fee. If a Player or Parent is subject to an NSF Check Fee more than once in any Seasonal Year, all future payments must be by way of cash, money order or certified funds.

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 a 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; the Player and Parent agree that the Team or NWN may proceed forward at the cost and expense of the 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 the 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, the 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 the 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. Comply with related Rules: Each Player and Parent agrees 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 and Washington Youth Soccer ["WYS"]. In addition to the rules established by FIFA, USSA, USYSA, US Club Soccer and WYS, Player and Parent agree to follow any and all NWN Rules, as aforesaid, as presently constituted or as hereinafter amended.

12. NWN Rules: Player and Parent acknowledge and agree that participation with NWN and/or the Team is a privilege not a right; and that failure to follow any of NWN Rules will result in the suspension of the Player and/or Parent, and can include dismissal from NWN as determined by the NWN Board of Directors in its sole discretion. The NWN rules are subject to amendment from time to time and it is the Player/Parent's responsibility to ensure they are aware of all rules as amended. In addition to other and further Rules that may be established or as presently exist, the 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 the development of a youth select 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, WYS, USYSA, USSF or FIFA, hereinafter collectively ["Participants"]. Players and Parents 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 injury occurs, to immediately notify the Board of Directors of NWN regarding same.

12.3 Parent and Player shall not make any disparaging, defamatory, vile, overly offensive or 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 a Player or a Parent desires to make a comment 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 a 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 a Player to attend and/or participate in the Tournament/Showcase as determined by the coach.

12.7 Sanctions: The penalties and/or sanctions for Players and Parents violating the foregoing and all the NWN Rules shall be determined by the Board of Directors generally, and/or on a case-by-case basis; including, without limitation, the following at the sole determination of the Board of Directors:

(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.

(b) Termination, dismissal and/or release of the Player and/or Parent or both from NWN participation.

12.8 Parent and Player acknowledge and agree that any sanction imposed by NWN against any Parent or Player may be oral or in writing. Issues involving Player misconduct or violation of the Player Conduct Rules resulting in the suspension of a Player will be in writing and given to the individual 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 or NWN. Sanctions involving the removal and release of a player from NWN will be reviewed by a coaching director for compliance with Player Conduct Code. If the removal and release was instigated by a coaching director, compliance will be reviewed by the Board of Directors.

12.9 Appeal: A Player or Parent may appeal any decision of dismissal of the Player or Parent from NWN and/or the Team by submitting a written appeal to the Board of Directors on or before five (5) days following notification of such action, detailing the Parent's or Player'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. The Player and Parent may appear at the hearing; and the length of such hearing and the conduct thereat shall be at the sole discretion of the Board of Directors. Any 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, the Player and Parent; and the Player/Parent by requesting such appeal agrees to accept such decision as final. Again, the Parent and Player acknowledge and agree that participation in NWN and the Team is a privilege and not a right, and that this privilege is subject to termination at any time.

13. 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 a 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.

14. Images and Information: Parent authorizes 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. Parent further agrees to allow the use of Player's personal information, other than contact information, by NWN for Player promotion. Parent waives and releases liability to NWN and any of its 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.

15. 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 2009-10 season. 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: \_\_\_\_\_

16. 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 Parent or Player (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.

17. Medical Waiver: The Parent and Player 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.

Unless the Player is 18 years of age or more at the time of signing this Contract, the undersigned Parent (or legal guardian) executes 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: \_\_\_\_\_  
(if over 18 years of age)

DATE: \_\_\_\_\_

PARENT'S NAME: \_\_\_\_\_

PARENT'S SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

GUARDIAN'S NAME: \_\_\_\_\_

GUARDIAN'S SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_