



U11-U19 Player Agreement Seasonal Year 2023-2024

This Agreement is entered into between Evansville Elite Soccer Club, Inc dba **INDIANA FIRE ACADEMY SOUTH**, an Indiana not for profit corporation (the "**Club**"), on the one hand, and **THE PLAYER IDENTIFIED ON THE ELECTRONIC REGISTRATION PORTION OF THIS AGREEMENT** (the "**Player**") and his or her parent/legal guardian, on the other hand, after the Player has been selected to participate on a soccer team ("**Club Team**") of the Club. The term of this Agreement shall run from the date this Agreement is signed by the Player and his or her parent/legal guardian until July 31 of the seasonal year end indicated above unless the same is terminated earlier in accordance with the terms hereof (the "**Term**"). The selection of the Player to participate on a Club Team during the Term does not guarantee the Player's right to participate on any of the Club's teams beyond the Term. The Player must try out again each year that the Player wishes to participate on any of the Club's teams.

In consideration of the Player being given the opportunity to participate on a Club Team during the Term, each of the undersigned hereby acknowledges and agrees to the following:

1. Emergency Authorization. Each of the Player and his or her parent/legal guardian hereby authorizes an athletic trainer, coach, team manager, emergency medical technician, nurse, medical treatment facility and/or doctor of medicine or dentistry or associated personnel (each, a "**Provider**") to provide the Player with medical and/or dental assistance and/or treatment and agrees to be financially responsible for the cost of such assistance and/or treatment. Each of the Player and his or her parent/legal guardian hereby authorizes emergency transportation of the Player to a medical treatment facility, should a Provider consider it to be warranted, and agrees to be financially responsible for the cost of such transportation.

2. Authorization for Release of Protected Health Information. Each of the Player and his or her parent/legal guardian hereby authorizes any Provider who has protected health information regarding the Player to release such information to any third party, including, but not limited to, other medical providers and insurance companies, for purposes of treatment, payment and/or other health care operations.

3. Physician Examination and Approval. Each of the Player and his or her parent/legal guardian acknowledges that the Player has received a physical examination by a medical physician and has been found physically capable of participating on a Club Team and in Club Events. As used herein, "**Club Events**" means any and all activities or events associated with the Club and/or a Club Team, or related to or occurring as a result of the Club and/or a Club Team, including, but not limited to, any training sessions, practices, scrimmages, matches, meetings, team meals, travel, lodging and/or charity events at facilities of the Club or at any other location.

4. RESPONSIBILITIES OF PLAYER AND PARENT/LEGAL GUARDIAN

- (a) **Equipment.** The Player shall bring all necessary equipment to practices and games, including designated Club training kit or game day uniform, shin guards, soccer shoes, properly inflated soccer ball and water bottle.
- (b) **Attendance.** The Player shall attend and be on time (per the coaches instructions for arrival times) for all practices and games in all three (3) seasons (Fall U14 & below, Winter and Spring), unless the Player receives prior approval of the coach. Repeated absences or tardiness may, at the Club's sole discretion, be grounds for termination of this Agreement and the Player's right to participate on a Club Team and/or in Club Events.
- (c) **Behavior.** The Player shall observe all rules and policies of the Club, including, without limitation, the Player Code of Conduct attached hereto as **Exhibit B**. Each parent/legal guardian of the Player shall observe all rules and policies of the Club, including, without limitation, the Parent/Guardian Code of Conduct attached hereto as **Exhibit C**. The failure to follow rules and policies of the Club, including, without limitation, the Player Code of Conduct and the Parent/Guardian Code of Conduct, or any other behavior which repeatedly disrupts practice sessions, games or otherwise brings discredit upon the Club, may, at the Club's sole discretion, be grounds for termination of this Agreement and the Player's right to participate on a Club Team and/or in Club Events.
- (d) **Development.** The Club understands that player development and performance can change over a specific period within the yearly August 1st-July 31st timeframe. The Club also understands it is in the best interest of each player to train and compete in environments that are challenging and aid his or her development. Therefore, the Club's Technical Staff may deem it in the interest of player development to occasionally move a player up or down a level to continue his or her development. Each of the Player and his or her parent/legal guardian acknowledges that, during the Term, the Player may be moved up or down a level, at the Club's sole discretion, to continue his or her development, as specified above, and that no such action shall give Player or his or her parent/legal guardian the right to terminate this Agreement.
- (e) **Volunteer Agreement.** The Club requires every family with a registered travel player to volunteer a minimum of four (4) hours for each child registered in the program. The Volunteer Coordinator or your Team Manager will contact families via e-mail during the season, to schedule this volunteer time. Families can 'buy out' of this volunteer obligation at initial registration, for a fee of two hundred dollars (\$200) per registered child.

If a family does not fulfill its volunteer obligation, or fails to show for their committed time, and has not paid the buyout amount, they will be charged a fee of \$200 per registered child or shift missed, whichever is fewer. A family may find a suitable adult substitute to fill in for their duty if they are unable to meet their commitment. All players awarded a club scholarship are required to complete 18 required volunteer hours.

The following travel league activities will satisfy the travel volunteer requirement for each season although we appreciate any additional assistance those meeting these requirements can provide. Volunteer duties specific to your player's team (except those listed below) cannot be used to fulfill your club volunteer hours. Example: organizing a team party.

Team Managers
Team Treasurers
Team Hotel Coordinators
Team Volunteer Hours Coordinators
Board Members
Recreational League Commissioner
Club Employees & Coaches

(f) **Sharing of your email address**

Emails collected during registration will be used to provide club and team communications and may be used by the Club's Official Partners for quarterly membership offers. You may refuse to have your email address shared with our Official Partners for quarterly membership offers by choosing Decline during your registration.

Each of the Player and his or her parent/legal guardian acknowledges and agrees that, if the Club terminates this Agreement and the Player's right to participate on a Club Team and/or in Club Events as provided herein, there will be no refund of monies paid to the date of termination.

5. Assumption of Risks. Each of the Player and his or her parent/legal guardian acknowledges that the Player will be engaging in activities that involve risk of injury and that the Club and each Club Team is for the sport of soccer and related activities, such as strength training, running and other aerobic activities. Club Events may or will involve strenuous exertions using various muscle groups, quick movements involving speed and change of direction, potential contact with soccer balls, equipment, fixed objects (e.g., goals), other participants or referees (including persons that are older or younger and who may be larger or smaller in terms of weight and height) and various surfaces types of various condition, and sustained physical activity that places stress on the cardiovascular and nervous systems. Each of the Player and his or her parent/legal guardian further acknowledges that the specific risks vary from one activity to another, but in each activity the risks range from (1) minor injuries, such as cuts, bruises, muscle strains and sprains, to (2) major injuries, such as broken or fractured bones, concussion or lost teeth, to (3) catastrophic injuries, such as heart attacks or fractured skull or those that cause disfigurement, loss of mental capacity, loss of sight, speech or hearing, paralysis or death. In addition, each of the Player and his or her parent/legal guardian acknowledges that, by participating on a Club Team and/or in Club Events, the Player may be exposed, or expose others, to contagious and potentially harmful or deadly disease, such as influenza, common cold, chicken pox, meningitis or measles. Each of the Player and his or her parent/legal guardian acknowledges that the Player will also be exposed to (i) risks while traveling (including to and from Club Events), (ii) large crowds (such as at a competition or other Club Event), and (iii) risks related to receipt of medical or dental examination or treatment for any physical or medical conditions as pre-authorized pursuant to this Agreement.

Each of the Player and his or her parent/legal guardian has read the paragraph immediately above and (1) understands the nature of the activities of the Club and each Club Team, (2) understands the demands of those activities relative to the physical condition and skill level of the Player and (3) acknowledges the types of injuries and illnesses, as well as risks related to medical or dental examination or treatment for any physical or medical condition, which may occur as a result of participation on a Club Team and/or in Club Events. Each of the Player and his or her parent/legal guardian hereby agrees and acknowledges that (1) the Player's participation on a Club Team and/or in Club Events is voluntary, (2) HE OR SHE WILLINGLY AND VOLUNTARILY ASSUMES ALL RISKS IN ANY WAY ASSOCIATED WITH, RELATED TO, OR OCCURRING AS A RESULT OF, THE PLAYER'S PARTICIPATION ON A CLUB TEAM AND/OR IN CLUB EVENTS, HOWEVER CAUSED OR ARISING, and (3) he or she accepts personal responsibility following any injury, disability or death of the Player and, as such, understands that the Club recommends that he or she should have insurance to cover the Player in the event of injury, disability or death while participating on a Club Team and/or in Club Events. The provisions of this paragraph shall survive any expiration or earlier termination of this Agreement.

6. Release, Waiver and Indemnity. Each of the Player and his or her parent/legal guardian hereby forever releases, waives, discharges and agrees to indemnify and hold harmless, to the fullest extent permitted by law, the Club, Evansville Elite Soccer Club, Inc dba Indiana Fire Juniors South, Chicago Fire Soccer, LLC, Major League Soccer, L.L.C., Soccer United Marketing, LLC and each of their respective predecessors, successors, affiliates, members, managers, partners, shareholders, trustees, and controlling and controlled persons (together with any and all directors, officers, employees, volunteers, independent contractors, representatives, attorneys, agents and assignees of each of the foregoing) (collectively, the "**Released Parties**") from and against any and all claims, actions, causes of action, demands, indemnity, suits, debts, sums, accounts, controversies, rights, damages, awards, costs, attorneys' fees, losses, expenses and liabilities whatsoever (contingent, accrued, matured, direct, derivative, personal, individual, collective, assigned, discovered, undiscovered, known, unknown, inchoate or otherwise) (collectively, "**Claims**") that each of the Player and his or her parent/legal guardian (or heirs or personal representatives) may now have, acquire, own or hold, or at any time heretofore owned, acquired or held, or could or may hereafter own, acquire or hold, against any Released Party in connection with, relating to, or arising out of the Player's participation on a Club Team and/or in Club Events (including, without limitation, use of any field or facility owned, leased or used by the Club, or services related thereto) **even, in each case, if the Claims that the undersigned is releasing arise out of the negligence or carelessness of one or more of the Released Parties** (collectively, the "**Released Claims**"). The provisions of this paragraph are specifically intended to be binding on each of the personal representatives, heirs, legatees, beneficiaries, executors and assigns of each of the Player and his or her parent/legal guardian. Each of the Player and his or her parent/legal guardian admits the possibility that he or she and/or his or her successors may not fully know the number or magnitude of all of the Released Claims, but nevertheless intends to assume all risks by releasing such unknown claims, and agrees that this release is a full and final release and waiver of all of the Released Claims. Each of the Player and his or her parent/legal guardian expressly waives the benefit of any statutory or other provision that creates any exception to the provisions of this paragraph. The provisions of this paragraph shall survive any expiration or earlier termination of this Agreement.

7. Fees. The Club's annual fee for the Player's Club participation is provided in this registration, in the payment acceptance portion of your player's registration and on our website www.indianafirejuniorssouth.com. The failure to make timely payment of any installment of the annual fee pursuant to this Agreement shall be automatic grounds for the Club to suspend or terminate a player from a Club Team and any practices, games or other Club Events, at the sole option of the Club. If a player is suspended or terminated for non-payment, the entire balance remaining unpaid under this Agreement shall become immediately due and payable and such obligation shall survive the expiration or earlier termination of this Agreement notwithstanding that a Player has been terminated or suspended.

Except to the extent otherwise specifically provided for herein below, if the Player quits or terminates his or her relationship with the Club, then the entire balance remaining unpaid under this Agreement shall thereupon become immediately due and payable and such obligation shall survive the expiration or earlier termination of this Agreement.

Notwithstanding the foregoing, the Player may terminate this Agreement if the Player is injured and provides a report from a licensed physician that the Player is not physically able to play soccer during the remainder of the Term. The Player may also terminate this Agreement if the Player moves more than sixty (60) miles from downtown Evansville, Indiana. In the event that this Agreement is terminated due to an injury or a move, as described above, the annual fee (to the extent previously paid for any period following such date) will be refunded a pro rata basis, to be determined at time of the move or injury documentation.

In addition to the annual club fee, the Player and his or her parent/legal guardian shall pay for uniforms, team fees and other costs THAT WILL BE PAYABLE TO the designated uniform vendor and the team treasurer (Select travel teams) and are not included in the club fees. With respect to tournament entrance fees, players who are not able to attend a specific tournament will be expected to pay the specified fee for the tournament regardless of attendance status with the exception of family and/or player travel (hotel, gas, food) to actually attend the tournament. Non-payment of Club Team fees shall be automatic grounds for the Club to suspend or terminate a player from a Club Team and any practices, games or other Club Events, at the sole option of the Club. In the event that this Agreement is terminated due to an injury or a move, as described above, the Club Team Fees paid are not refundable. If the player is due a pro rata refund of the Club Fees and has any past due Club Team Fees, they will be deducted from the pro rata refund of Club Fees.

8. Publicity Waiver and Consent. Each of the Player and his or her parent/legal guardian hereby consents to any and all recording, photographing and filming of such Player and/or such Player's parent/legal guardian and agrees that each of the Released Parties can use the photograph, quotations, name and likeness of such Player and/or such Player's parent/legal guardian, as well as any videotapes, motion pictures, recordings or other record of participation on a Club Team and/or in Club Events, at any time and in any manner, including to promote or advertise the Club or the Westfield Youth Soccer Association, Inc dba Indiana Fire Juniors, without payment to, or additional consent of or notification to, the Player or his or her parent/legal guardian. The provisions of this paragraph shall survive any expiration or earlier termination of this Agreement.

9. Waiver. No waiver by any Released Party of any right to enforce any term or condition of this Agreement, or any breach hereof, shall be deemed a waiver of such right in the future or of any other right or remedy available under this Agreement.

10. Severability. Each of the undersigned acknowledges and agrees that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Indiana and that if any portion hereof is held invalid, it is agreed that the remaining portion of this Agreement will continue in full force and effect.

11. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall be deemed together as a single document.

12. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana. Each of the undersigned agrees that Vanderburgh County, Indiana is a convenient location for the resolution of any legal dispute relating to or arising from this Agreement and that any such dispute will be filed and heard in a court of competent jurisdiction sitting in Vanderburgh Indiana.

13. Assignment. This Agreement may not be assigned by the Player or his or her parent/legal guardian without the express written consent of the Club.

14. ATTORNEYS' FEES & JURY WAIVER. IN THE EVENT THAT IT SHOULD BECOME NECESSARY FOR THE CLUB TO EMPLOY COUNSEL TO COLLECT THE AMOUNTS DUE TO THE CLUB HEREUNDER OR TO ENFORCE THE OBLIGATIONS OF THE PLAYER HEREUNDER, OR TO DEFEND AGAINST ANY CLAIMS ASSERTED BY THE PLAYER OR HIS OR HER PARENT/LEGAL GUARDIAN ARISING FROM OR RELATED TO THIS AGREEMENT, EACH OF THE PLAYER AND HIS OR HER PARENT/LEGAL GUARDIAN ALSO AGREES TO AND SHALL PAY TO THE CLUB, ON DEMAND, ALL REASONABLE COSTS OF COLLECTION, ENFORCEMENT OR DEFENSE INCURRED BY THE CLUB, INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND LEGAL EXPENSES FOR THE SERVICES OF COUNSEL OF THE CLUB, WHETHER OR NOT SUIT BE BROUGHT. THE CLUB AND EACH OF THE PLAYER AND HIS OR HER PARENT/LEGAL GUARDIAN, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS AGREEMENT, OR ANY COURSE OF CONDUCT, DEALING, STATEMENT (WHETHER ORAL OR WRITTEN), OR ACTIONS OF ANY OF THEM. NEITHER THE CLUB NOR THE PLAYER NOR HIS OR HER PARENT/LEGAL GUARDIAN SHALL SEEK TO CONSOLIDATE, BY COUNTERCLAIM OR OTHERWISE, ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY EITHER THE CLUB OR THE PLAYER OR HIS OR HER PARENT/LEGAL GUARDIAN EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY THE CLUB AND THE PLAYER AND HIS OR HER PARENT/LEGAL GUARDIAN.

The undersigned has read this Agreement carefully and fully understands its contents. The undersigned understands that he/she has the right to have his/her own attorney review this Agreement. By signing this Agreement, each of the undersigned acknowledges that he/she is consenting to the Player's participation on a Club Team and in Club Events on the terms and conditions set forth in the Agreement.

Player Name (Printed) _____ Date _____

Parent/Guardian Name (Printed) _____

Parent/Guardian Signature _____