

## **SOUND FOOTBALL CLUB PLAYER-PARENT CONTRACT 2019-2020 SEASONAL YEAR**

Welcome to the **Sound Football Club (Sound FC)**. To help answer questions and avoid potential issues it is important that players and parents understand the expectations, rules and policies of the Sound Football Club program ["Club"], as outlined in the following pages.

Sound Football Club [Sound FC] provides a comprehensive program for the youth soccer player. The Club's interest is the long-term development of each player, including ongoing improvement in technical skills and increased knowledge of the game, as well as personal growth and social growth as a valued team member.

Players and parents should understand that attendance and effort at practice may affect playing time. Playing time during state tournaments, where the primary objective is to win, is not guaranteed and will be at the sole discretion of the coach.

The team Coach will select tournaments, with input from the Director of Soccer and Coaching Directors, based on the perceived caliber of the team and the goals for the given season. These goals can range from player/team development (trying out new formations and tactics, equal playing time, confidence building), to ensuring players are showcased to college coaches, to going all out to win in State Cup competition. Some tournaments can involve major expenses, and some decisions need to be made many months in advance for teams to be considered for certain high-profile events.

The Director of Soccer and Coaching Directors will assign coaches to each team. Decisions are made based upon what is right for the Club, the teams, and the players. There is no guarantee that coaches will be involved for a given number of seasons with any team, nor is there a limit placed on coaching longevity with a given team.

Sound FC promotes positive support to its players and does not permit coaching by parents of players or any other spectators. No one on the sidelines should instruct players or complain to officials before, during or after a game. Positive vocal support and encouragement are welcome during the game. Parents and players should feel free to communicate with the coach and ask questions but should do so only at the appropriate time and in the proper place. Players are encouraged to speak up and communicate for themselves as much as possible. Coaches are expected to communicate openly, honestly, and professionally with players about progress. The Club encourages player-coach or player-parent-coach conferences at appropriate times during the year. Coaches will provide two evaluations of each player per soccer year.

Coaches are the primary decision makers and will work with their team managers to keep players and parents informed of team plans and changes to plans when they occur. E-mail is the common method for distributing team information. Players and parents should be available for email notifications or provide an alternate means of contact to the coach and team manager.

This AGREEMENT 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 Sound Football Club (Sound FC or Club).

This agreement shall take effect on the "Registration Date" recorded on the Sound FC online registration system and shall (unless extended as otherwise set forth herein) expire upon the conclusion of league season play or post-season play if applicable.

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 Sound FC as stated in this Contract and that may be established or created hereafter and acknowledge that failure to do so may result in sanctions and remedial action as noted below and/or as established by the Sound FC Board of Directors in the future (including termination of the right to participate on Sound FC team or club activities).
2. **Participation is not a Right:** Player and Parent recognize and agree that Player's participation on a Sound FC 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 Sound FC 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 Sound FC program and/or on any team of which Player becomes or is a member (Team including without limitation; Sound FC player registration or Club fees and Team fees (as may be amended during the season) that may include 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, Sound FC 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 on the 15<sup>th</sup> of the month for each of the eight (8) calendar months following the month they make their initial payment; they must make all payments electronically by credit card, debit card or e-check, and failure to make any payment in a timely manner shall require the immediate payment of the remaining Fees due under this Contract. There are processing fees associated with both auto payment plans. All credit/debit card payments are assessed a 2.5% service fee per month. E-Check payments are assessed a fee of \$5 per month.

An added payment option allows Parent and Player to pay in three (3) 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 the subsequent payments by the 15<sup>th</sup> of the 3<sup>rd</sup> and 6<sup>th</sup> months following the month they make their initial payment (2<sup>nd</sup> payment at three months after initial payment and third payment at 6 months). The three lump sum payment plan via credit/debit card will include a 2.5% monthly service fee, applied to each monthly payment. E-Check payments are assessed a fee of \$5 per month.

Note: The duration of your payment plan is dependent on your date of registration. Payment plans as stated are effective for those registering in the month immediately following tryouts. Payment plans for players registering beyond that period may result in a shortened payment plan duration.

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 Sound FC 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. Financial Aid: Sound FC awards financial aid based on families' financial need. Sound FC does not discriminate based on age, sex, sexual orientation, race or religion. Sound FC does not use financial aid as a recruiting tool for specific teams. Financial aid is awarded on an annual basis. Players must reapply every year by submitting a completed financial aid application. Sound FC has limited financial aid available and therefore we want to make sure that financial aid recipients understand the responsibilities involved in accepting financial aid and an offer to play with a Sound FC team. Players who are provided financial aid are expected to meet the Club wide player expectations: play hard, make all club events, practices and games, and contribute to the team. Failure to fulfill the club and coaches' expectations and make payments on time can lead to a revoking of financial aid. This will be decided on a case-by-case basis by the Sound FC Executive Committee. Please see the financial aid application packet for the complete list of instructions and the income eligibility chart.

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 Sound FC and Team. Any request for an exception to this rule must be submitted in writing to the Sound FC 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 Sound FC. Accordingly, Sound FC 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 Sound FC 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 Sound FC Board of Directors, which has sole and complete discretion to accept, reject, or otherwise resolve such requests. Typically, a refund request for a Season Ending Injury is automatically approved. A Season Ending Injury is defined as an injury that requires a rehabilitation period of six (6) months or longer. If a Player suffers a Season Ending Injury the Player shall receive a refund of any pre-paid Club Fees based upon a prorated fee schedule or have future payments suspended if on an approved payment plan. A note from a medical doctor (MD) will be required to be submitted in order to receive a refund due to a Season Ending Injury. Player's Washington Youth Soccer Association [WYS] card shall be released at the conclusion of post-season play.

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.

8. Birth Certificates: All Players must submit a certified copy of a State-Issued Birth Certificate at the time of registration (via electronic upload). Hospital Certificates will not be accepted. No player can or will be registered without the State-Issued Birth Certificate.

9. Team Gear: All Team Gear is property of the player and does not need to be returned to Sound FC.

10. 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 Sound FC Rules.

11. Sound FC Rules: Player and Parent acknowledge and agree that participation with Sound FC and the Team is a privilege not a right; and that failure to follow SOUND FC Rules may result in the suspension of the Player and/or Parent and can include dismissal from SOUND FC as determined by the Board of Directors in its sole discretion. The SOUND FC 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:

11.1 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 SOUND FC, 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.

11.2 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 SOUND FC Board of Directors regarding same.

11.3 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.

11.4 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 Director of Soccer, relevant Coaching Director, or Youth Director of SOUND FC for resolution. If the matter involves one of these directors, Player or Parent should contact the President of SOUND FC. If the matter involves any SOUND FC 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.

11.5 SOUND FC 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.

11.6 Out-of-town tournaments/showcases: SOUND FC 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 SOUND FC 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.

11.7 Sanctions: The penalties for Player or Parent violating the SOUND FC Rules shall be determined on a case-by-case basis by coaches, coaching directors, and ultimately the SOUND FC Board of Directors. Sanctions may include, without limitation, the following at the sole determination of SOUND FC: (a) suspension from participation in any or all SOUND FC 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 calendar days; and (b) termination, dismissal and/or release of Player and/or Parent or both from SOUND FC participation.

11.8 Player and Parent acknowledge and agree that any sanction imposed by SOUND FC 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 SOUND FC. Sanctions involving the removal and release of a player from SOUND FC 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.

11.9 Appeal: Player or Parent may appeal any decision of dismissal of Player or Parent from SOUND FC 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 SOUND FC, 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 SOUND FC and with the Team is a privilege and not a right, and that this privilege is subject to termination at any time.

12. Guest Players: The SOUND FC Rules, and each of them, apply to any Player and Parent participating on any SOUND FC 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.

13. Images and Information: Player and Parent authorize SOUND FC to use a Player's or Parent's photograph or image in any media, or other likeness, for the purpose of promotion of SOUND FC, 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 SOUND FC for Player promotion. Player and Parent waive and release liability to SOUND FC and any of its coaches, agents, and affiliates for any actions or results that may arise out of use of Player Promotion. SOUND FC 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, date of birth and other similar information.

14. 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 SOUND FC and Team and to participate in all practice sessions, games, and other activities involving SOUND FC 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 SOUND FC.

15. 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 SOUND FC, 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 SOUND FC (SOUND FC Administration), South Snohomish County Youth Soccer Association (SSCYSA), Northshore Youth Soccer Association (NYSA) and/or the local league organization of which SOUND FC 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 SOUND FC 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 SOUND FC or Team activities, games, practices, travel, tournaments, showcases, social events, training or SOUND FC sponsored events (collectively SOUND FC 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 SOUND FC Events.

16. 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 further or additional authorization or consent obtained for the Player.

17. Communication's: As a player or parent and/or legal guardian, I understand the need to communicate openly and keep the appropriate parties in the communications loop. I understand that in most cases, the best form of communication is directly with the other party. I commit to communicate with the appropriate starting level of authority (i.e. individual, coach, team, club, Member Association, District, State). I will exhaust all options for communicating directly with the individual or group involved in a problem before moving to the next higher level of authority. I will not circumvent communicating with the proper lines of authority by communicating directly with higher level of authority before exhausting all options with the appropriate level of authority. I will respect and support the established communications process and will not engage in communications designed to circumvent, undermine, sabotage or keep appropriate parties out of the communications loop.

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.

**BY REGISTERING PLAYER VIA THE SOUND FC ONLINE REGISTRATION SYSTEM, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS IN THIS AGREEMENT.**