

PLAYER PARTICIPATION AGREEMENT

BETWEEN the Valley Forge Colonial's **Mites** Hockey Club, hereinafter called the "Club," a youth hockey organization registered with U.S. Hockey for the 2020/2021 hockey season which shall be defined as lasting from March 2020 to March 15, 2021, or to the conclusion of the U.S.A. Hockey National Tournament, whichever date shall be later, hereinafter called the "Season,"

AND (Player) _____
_____, a minor, hereinafter called the "Player," and **(Parent)** _____
_____, hereinafter called the
"Parent(s)," jointly and severally, residing at **(Address)** _____
_____.

Email Address: _____

In consideration of the respective obligations herein and hereby assumed, the parties to this Agreement severally agree as follows:

1. During the Season, the Player agrees to play amateur ice hockey exclusively for the Club, with the exception that the player may participate in playing hockey for his high school, prep school team or any district-sponsored teams.

2. The Player agrees that he will attend all ice practices, games, off- ice training, instructional sessions and organized team meetings except when prevented from doing so for educational obligations or medical reasons, in which case, the player will request permission in advance, when reasonably possible to do so, to be absent. The Club acknowledges that such permission will be granted for all such reasonable requests. The Player agrees that he will maintain his academic and educational course work at the highest level possible and the Player further agrees that he will maintain good citizenship and behavior at all Club events, as well as in his everyday life, in recognition that his behavior is a reflection upon the Club.

3. The Player and the Parent(s) agree to abide by all rules and regulations of U.S.A. Hockey Inc., the Atlantic Amateur Hockey Association and any other league in which the Club may participate.

4. It is expressly agreed and understood that the Club does not and cannot guarantee equal ice time to all players and it is further expressly agreed and understood that the Club cannot and does not guarantee nor promise that it can improve the college or professional hockey potential of the Player. However, the Club will provide, to the best of its ability, the best environment, coaching and skill development so as to assist the Player in realizing his full hockey potential.

5. The Parent(s) shall pay the Club tuition of \$1,350 for Cross Ice or \$1,600.00 for Half Ice (hereinafter called the "Tuition"), which amount shall be payable as follows:

Cross Ice Tuition upon placement:

- (a) \$400.00 due with application
- (b) \$237.50 due on or before July 1, 2020
- (c) \$237.50 due on or before August 1, 2020
- (d) \$237.50 due on or before September 1, 2020
- (e) \$237.50 due on or before October 1, 2020

Half Ice Tuition upon placement:

- (a) \$400.00 due with application
- (b) \$300.00 due on or before July 1, 2020
- (c) \$300.00 due on or before August 1, 2020
- (d) \$300.00 due on or before September 1, 2020
- (e) \$300.00 due on or before October 1, 2020

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6. The Player and the Parent(s) acknowledge and agree that the Tuition must be fully paid even in the event that the Player voluntarily leaves the Club, the player is injured or if the Club terminates this Agreement pursuant to paragraph 8(a) herein, *infra*.

7. In the event of the failure of the Parent(s) to pay any installment of Tuition hereunder by the date due or within ten (10) days after the date on which it falls due, the Club may declare all remaining installments of Tuition immediately due and payable and, upon any further failure of the Parent(s) to pay said accelerated sum, terminate this Agreement pursuant to paragraph 8(b) herein, *infra*.

8. The Club may terminate this Agreement upon written notice to the Player and the Parent(s) if, at anytime:

(a) The Player shall fail, refuse or neglect to obey the Club's rules governing training and conduct of players or otherwise abide by the covenants set forth herein, if such failure, refusal or neglect should constitute a material breach of this Agreement; or

(b) The Parent(s) shall fail to pay the Tuition, or any portion thereof, when due.

(c) The Player or Parent(s) violates code of conduct. The tuition balance is still to be paid in full.

9. In the event that the Club terminates this Agreement pursuant to paragraph 8 and if it then institutes legal proceedings to collect any unpaid amounts due from the Parent(s), then the Club will be entitled to receive, as party of an award, judgment or decree in its favor and against the Parent(s), its reasonable costs of collection, including without limitation, attorney's fees and court costs.

10. The Parent(s) acknowledge(s) and understand(s) that ice hockey is a physically demanding contact sport which involves certain real risks, danger and hazards which may result in temporary or permanent injury. The Parent(s) therefore assume(s) all such risks, dangers and hazards and understands and agrees that the Club does not warrant his safety in connection with any event which may occur to the Player during the term of this Agreement.

The Parent(s) further acknowledge(s) and understand(s) that the Club neither carries nor provides any insurance (medical, dental or otherwise) for the Player's benefit during the term hereof.

Insofar as there may be insurance available from USA Hockey, the Player acknowledges that any such insurance is supplemental to the Player's own insurance.

In light of the foregoing and in consideration thereof, the Parent(s) hereby release(s) and waive(s) any and all claims, liabilities and actions of any kind whatsoever, whether for injury, death, negligence or otherwise, that the Player may otherwise have against the League, the Club, its related companies entities, all other team operators and against every owner, director, officer, stockholder, trustee, partner, physician and employee, agent or servant of, or affiliated with, the Club or the League, arising out of or in connection with the Player's participation with the Club, whether such participation occurs on or off the ice. It is acknowledged and understood that said release and discharge shall inure to the benefit of and bind any heirs, legal representatives, successors and assigns of the parties to this Agreement.

11. It is severally and mutually agreed that this Agreement contains the entire agreement and understanding between the parties and that there are no oral or written inducements, promises or agreements except as provided herein.

12. It is further agreed and understood that the Club reserves the right to use any picture of the Player taken during any activity for promotional or instructional purposes without compensation to either the Player or the Parent(s).

13. The Player and the Parent(s) acknowledge that during the season or upon the completion of the season, the Player may request a release from the Club to participate with another club the following season. The issuance of a release by the Club is totally within the discretion of the Club. Further, under no circumstances will such a release be issued unless the Player and Parent(s) are in good standing with the Club at such time as the release is requested.

14. The parties hereto enter into this Agreement in the Commonwealth of Pennsylvania and said document shall be construed and interpreted in accordance with its laws.

15. It is severally and mutually agreed that this Agreement contains the entire agreement and understanding between the parties and that there are no oral or written inducements, promises or agreements except as provided herein.

16. Any contract exercised by the participant/family through July 31, 2020 that has a financial hardship related to the COVID-19 pandemic, where a family's financial condition changed after signing the Player Agreements dated on or prior to July 31, 2020, may ask for a full refund/release from the Organization. A participant/family exercising this option will not be permitted to roster with another club at the same tier level, or with a similarly ranked Non-National Bound and/or Non-Tiered Travel team for the 2020-2021 season.

IN WITNESS WHEREOF, and each intending to be legally bound by the terms of this Agreement, the parties hereunto have set their hands and seals this _____ day of _____, 2020.

[Signatures appear on the following page.]

Valley Forge Colonial's Mite Hockey Club:

By: _____

Jake Geverd

Title: President

Player:

Sign: _____

Print: _____

Parent(s):

Sign: _____

Print: _____

Sign: _____

Print: _____

Parent/Player Information

Parent 1: _____ Parent 2: _____

Parent 1 Phone: _____ Parent 2 Phone: _____

Parent 1 Email: _____ Parent 2 Email: _____

Player DOB: _____

Player Current Jersey # (if current VFC player): _____