



MAINE COAST SKATERS ASSOCIATION

**U-10 Tier III STORM**

2018 – 2019

Player - Parent Agreement

This document constitutes a binding Agreement ("AGREEMENT") between \_\_\_\_\_ (the "PLAYER") born on \_\_\_\_\_, as well as jointly and severally by the undersigned parent(s) or legal guardian(s) of the PLAYER (collectively the "PARENT") and the Maine Coast Skaters Association hockey organization (the "CLUB") (collectively the PLAYER, PARENT and CLUB are the "PARTIES"), for the 2018 - 2019 hockey season, which shall be defined as lasting from the date of the signing of this contract until the conclusion of (the "SEASON").

1. During the SEASON, and as long as the PLAYER is a member of the CLUB, the PLAYER agrees to play ice hockey exclusively for the CLUB, with the exception of School sanctioned ice hockey teams.
2. The PARTIES acknowledge and agree that the PLAYER IS ALLOWED to participate in other sports
  - a. The PARENT and PLAYER agree that the PLAYER will attend all on-ice or off-ice practices, games, training, instructional sessions and team meetings organized by the CLUB, except when prevented from doing so for medical or other reasons which the CLUB, in its sole reasonable discretion, deems appropriate.
  - b. The PARTIES agree that if the PLAYER is going to miss a scheduled game or practice, the head coach will be notified.
3. The PARTIES agree that the CLUB will provide each player with quality playing time for the purpose of enhancing the PLAYER'S ice hockey development. The PLAYER agrees to compete to the best of their ability in order to earn his/her playing time during each game. The CLUB'S coach will have absolute discretion of which players will play during the last two minutes of any game.
4. The CLUB affirms it will not release or drop the PLAYER from the roster unless: (a) the PLAYER fails to adhere to any of the covenants of this AGREEMENT; (b) the PLAYER or PARENT (or any guest or invitee of the PLAYER or PARENT at any CLUB related function or event) exhibits behavior or citizenship, which the CLUB in its reasonable sole discretion deems inappropriate; (c) the PLAYER violates any reasonable team rule which may be reasonably established by the CLUB; (d) the CLUB, in its reasonable sole discretion, determines that the PLAYER'S participation constitutes a health or safety risk to the PLAYER or to others. Notwithstanding anything to the contrary in the foregoing or elsewhere in this Agreement, the CLUB agrees that it will provide the PLAYER with written notice of any of his/her or his/her PARENT'S alleged breach of this Agreement or any of its covenants, and that the PLAYER or the PARENT, as the case may be, shall have a reasonable opportunity to cure such alleged breach. Such reasonable opportunity to cure shall not be less than seven (7) days.

5. The PLAYER shall pay the CLUB a non-refundable tuition of \$ 950.00 (“TUITION”) for the 2018-2019 SEASON. The PLAYER and/or PARENT are required to pay the tuition in full by December 1, 2018. PLAYER and PARENT both agree to pay the full TUITION regardless of whether or not the PLAYER continues to play for the CLUB during the SEASON and regardless of the circumstances or conditions under which the PLAYER is no longer able to play, including but not limited to: (a) the PLAYER being unable to play for the CLUB due to any injury; (b) the PLAYER voluntarily leaving the CLUB; and/or (c) the PLAYER being released by the CLUB. The PLAYER and PARENT both agree to pay the full TUITION if the PLAYER voluntarily leaves the CLUB; and/or the PLAYER is released by the CLUB for a disciplinary violation.
6. The PARTIES agree that the CLUB will provide each player with raffle tickets with the face value of \$100.00 for the purpose of fundraising for the CLUB. The PLAYER agrees to either sell or purchase said raffle tickets for their face value and remit the proceeds to the CLUB.
7. The PLAYER agrees to be wearing the proper socks and jersey for all games.
8. This AGREEMENT shall be governed and construed in accordance with the laws of the State of Maine and any disputes arising out of or otherwise related to this Agreement shall be resolved either by arbitration, if the PARTIES mutually agree to arbitrate, with any such arbitration to be held in Knox County, Maine, unless the PARTIES mutually agree otherwise.
9. If any provision of this AGREEMENT shall be invalid or unenforceable under any applicable law, such provisions shall not apply in such instance but the remaining provisions shall be given their full effect in accordance with their terms.
10. The provisions of Sections shall survive the termination of this Agreement
11. The Release Agreement executed on this date is hereby incorporated in this Agreement
12. Waiver by the PARTIES of any term, provision or condition hereof shall not be construed as a waiver of any other term, provision or condition, nor shall waiver be deemed a waiver of any subsequent breach of said term, condition or provision.
13. This document constitutes the entire agreement between the parties and can only be modified by a written agreement signed by the PARENT, PLAYER, and by the CLUB.
14. Maine Coast Skaters Association will have a USA Hockey Code of Conduct for PLAYERS AND PARENTS to sign to follow as a zero tolerance.
15. The PARENT and PLAYER agree to allow the CLUB to take photographs, and video of the PLAYER for the reasonable purpose designated by the CLUB. All photographs and video may be used in any reasonable manner designated by the CLUB for publicity and promotional purposes. All rights of any such photographs and video belong solely to the CLUB. Furthermore, The PLAYER allows the CLUB the rights to use The PLAYER’S name, nickname, and image and attributes as may be captured during any game play situation or action footage for publicity and

promotional purposes.

16. The PARENT and PLAYER understand that the CLUB does not provide any health or medical insurance other than what is provided by USA Hockey and that it is the responsibility of The PARENT and PLAYER to obtain insurance for The PLAYER at The Player / The PARENT's expense.

17. For purposes of this AGREEMENT, notice shall mean written notice either delivered electronically, or by mail to the parties as follows:

PLAYER or PARENT

Parent(s): \_\_\_\_\_

Player: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_

THE CLUB

Maine Coast Skaters Association

PO BOX 1166

Rockport, ME 04856

[communications@mainecoastskaters.org](mailto:communications@mainecoastskaters.org)

The undersigned have read and understood all of the preceding paragraphs of this AGREEMENT and agree to all the terms and conditions of this AGREEMENT.

PLAYER: \_\_\_\_\_

Print Name

Maine Coast Skaters Association

Signature: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

PARENT: \_\_\_\_\_

Relationship: \_\_\_\_\_

Date: \_\_\_\_\_

I agree to one of the following payment plans:

**PAYMENT IN FULL**

Full payment of \$950.00 with executed contract

**DEPOSIT WITH MONTHLY INSTALLMENTS**

Deposit of \$150.00 with executed contract

October 1<sup>st</sup>    \$400.00 payment

December 1<sup>st</sup>    \$400.00 payment

PARENT: \_\_\_\_\_

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