

## SAN JOSE JR. SHARKS AA PLAYER AND FINANCIAL AGREEMENT

This Agreement is by and between the Player, the Player's parent or legal guardian if the Participant is under the age of eighteen (18) years or otherwise lacks legal capacity (collectively, the "Participant(s)"), and the San Jose Jr. Sharks Hockey Club (the "Jr. Sharks"), a program of SAN JOSE ARENA MANAGEMENT, LLC ("SJAM"). In consideration for the opportunity to participate in the activities associated with the **SAN JOSE JR. SHARKS HOCKEY CLUB** (the "Activities"), the Participant warrants and represents to the Jr. Sharks, SJAM, the City of San Jose, and their respective parents, affiliates, members, directors, officers, employees, agents and all others acting with the SJAM authority (collectively, the "Releasees") and hereby agrees the following:

**WAIVER AND RELEASE AGREEMENT.** Each Participant acknowledges that he/she has agreed to abide by the Jr. Sharks Rules and Policies; the Sharks Ice Code of Conduct; and any other rules, regulations and policies of the various hockey organizations with which the Jr. Sharks are affiliated (collectively, the "Rules") at all times. In addition, The Participants entered into a Waiver and Release Agreement with the Releasees prior to participating in the Jr. Sharks Tryouts, and the Participants acknowledge and understand that the terms and conditions of the Waiver and Release Agreement will continue in full force and effect through the conclusion of the **2018-19 Jr. Sharks Season**. All rules and policies can be found on the Jr. Sharks Website.

**FINANCIAL COMMITMENT.** The Participants understand that registration with the Jr. Sharks represents a full-season commitment. The Participants agree that the Player will not voluntarily seek to transfer to another team, league, affiliate and/or district during the Season without the Jr. Sharks' prior written approval and release from this Player Agreement and any remaining financial obligations for the Season, as determined in the Jr. Sharks' sole discretion. If the Participants choose to terminate this Agreement and/or the Player's relationship with the Jr. Sharks for any reason, or if the Player is suspended or dismissed from the Team for violation of the Rules, the Participants understand that they will not be entitled to any reimbursement of the Player Fee, and any reimbursement the Participants may receive will be determined in the sole discretion of the Jr. Sharks.

**FEES.** The Participants are responsible for full payment of the Jr. Sharks Dues and other Additional Expenses associated with participation in the Activities. The Jr. Sharks Dues include the cost of staff expenses, registration fees, coaches' fees, coaches' travel, tournament fees, league fees, practice ice fees, and other Jr. Sharks operational expenses. Additional Expenses, including but not limited to Player Travel and Soft Goods Expenses, are additional expenses above and beyond the Jr. Sharks Dues and must be paid separately by the Participants. Player siblings participating with the Jr. Sharks in the same Season are eligible for a ten percent (10%) discount applied to the lesser of the Jr. Sharks Dues owed.

**BILLING AND PAYMENT.** Billing and payment for the Activities will be completed through the Sharks online registration system at the Jr. Sharks website ([www.sjrsharks.com](http://www.sjrsharks.com)). The Participants agree to create an account and submit payment information through the online registration system by Wednesday May 23<sup>rd</sup>, 2018. If agreement is given after May 23<sup>rd</sup> participants will have 48 hours to complete online payment.

2018-19 JR. SHARKS AA DUES		
Team	Total Season Dues	6 Monthly Payments
18AA	\$4,074	\$679
16AA	\$4,074	\$679
14AA	\$4,074	\$679
12AA1	\$4,074	\$679
12AA2	\$4,074	\$679

In addition to creating the online account, please complete the payment information on the following page for our records. Participants may pay Jr. Sharks Dues in one (1) payment, due by **May 23<sup>rd</sup>, 2018**, or in six (6) monthly payments, with the first payment being due **May 23<sup>rd</sup>, 2018**. Subsequent monthly payments will be due by the fifteen (15<sup>th</sup>) day of each month from July–December 2017. Participants who choose to pay through the **monthly payment plan will be charged a one-time administration fee of \$50.00** upon creation of their registration account. Participants paying by check or cash must contact Tyler Shaffar and/or make payment upon submission of this Agreement. Jr. Sharks Dues are **nonrefundable** and will not be adjusted due to injury, attendance, participation or any other factor.

If Participants fail to create an account through the online registration system by **May 23<sup>rd</sup>, 2018**, the Jr. Sharks may charge the Jr. Sharks Dues in full to the following account. In addition, if the Participants fall more than fifteen (15) days behind the due date of the Jr. Sharks Dues at anytime during the Season, upon notice to the Participants, the Jr. Sharks may charge up to the full amount of the remaining unpaid portion of the Jr. Sharks Dues to the following account. Participants with delinquent amounts 15 days or more past due may be suspended from all Jr. Sharks activities, including postseason play, until the account is made current. If a Player's account remains delinquent at the end of the Season, information related to the delinquency, including the status of the Player's sibling accounts, if any, will be reported to the governing league(s) and organizations, as applicable, and the Player and Player siblings may be declared ineligible to compete in USA Hockey activities per USA Hockey policies.

**SUPPORT HOURS.** The Participants understand that each Player family must fulfill ten (10) hours of Team Support ("DIBS") per Player as outlined in the Jr. Sharks Rules and Policies. Failure to participate in DIBS will result in a \$25 charge for each unfulfilled hour (up to \$250 per Player per Season). The Participants will be automatically added to the DIBS account through the Jr. Sharks website at the time the Participant creates an online registration account as detailed above.

(OVER)

**A COPY OF THE PLAYER AND FINANCIAL AGREEMENT IS AVAILABLE ON THE JR. SHARKS WEBSITE**

**SAN JOSE JR. SHARKS PLAYER AND FINANCIAL AGREEMENT**

Please complete the information below for our records to confirm Participant's agreement to pay the Jr. Sharks Dues. Billing and payment for the Activities will be completed through the Sharks online registration system at the Jr. Sharks website ([www.sjirsharks.com](http://www.sjirsharks.com)).

**PARTICIPANTS MUST CREATE AN ACCOUNT AND SUBMIT PAYMENT INFORMATION THROUGH THE ONLINE REGISTRATION AT WWW.SJIRSHARKS.COM SYSTEM BY WEDNESDAY, MAY 23rd, 2018**

Jr. Sharks Dues are nonrefundable and will not be adjusted due to injury, attendance, participation or any other factor.

**PLAYER NAME** \_\_\_\_\_

**PARENT/GUARDIAN NAME** \_\_\_\_\_

**TEAM** \_\_\_\_\_

**PARENT UNDERSTANDING, AGREEMENT AND CONSENT**

(Player is under 18 years old)

As the parent/legal guardian of the Player, I consent to the Player's participation in the Activities; I acknowledge that I have read and had the opportunity to discuss the terms and conditions of the Jr. Sharks Player Agreement and seek clarification from Jr. Sharks personnel as needed; and I understand and agree to this Jr. Sharks Player Agreement, including the commitment to pay the full amount of Jr. Sharks Dues and Additional Fees as described above. I hereby warrant and represent that I have the legal capacity and authority to act for and on behalf of the Player, and I agree to release, indemnify and hold harmless the Releasees from any Claims related to or arising from my legal capacity or authority to act for or on behalf of the Player.

**PARENT/GUARDIAN SIGNATURE:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**RELATIONSHIP TO PLAYER:** \_\_\_\_\_

**PLAYER UNDERSTANDING AND AGREEMENT**

(Player is 18 years or older)

I have read and had the opportunity to discuss the terms and conditions of this Player Agreement and seek clarification from Jr. Sharks personnel as needed, and I fully understand and agree to this Jr. Sharks Player Agreement, including the commitment to pay the full amount of Jr. Sharks Dues and Additional Fees as described above.

**PLAYER SIGNATURE:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**PLEASE CONTACT TYLER SHAFFAR WITH ANY QUESTIONS REGARDING THIS AGREEMENT**

**Tyler Shaffar, Jr. Sharks Manager | [tshaffar@sharksice.com](mailto:tshaffar@sharksice.com)**

**A COPY OF THE PLAYER AND FINANCIAL AGREEMENT IS AVAILABLE ON THE JR. SHARKS WEBSITE**