

Servite Ice Hockey Club Player Agreement

THIS AGREEMENT IS BY AND BETWEEN

The Servite Ice Hockey Club hereinafter referred to as "Club," and the Player and the Parents/Guardians of the Player, hereinafter collectively referred to as the "Player."

THE PARTIES AGREE TO THE FOLLOWING

1. OBLIGATIONS

- a. Player desires to participate as a member of the Servite Ice Hockey Club, by actively participating in team activities that include, but are not limited to ice hockey games, practices and scrimmages as well as other on and off ice training and conditioning activities.
- b. Club provides team management, coaching and scheduling for Player to participate as a member of the Servite Ice Hockey Club.

2. TERM

- a. The term of this Agreement is for the _____ hockey playing season and runs from _____ to _____.
- b. The terms of this Agreement may extend beyond the above until all obligations on the part of the Club or the Player are satisfied.

3. CLUB DUES

- a. Club Dues includes the following:
 - i. Practice jersey, practice socks,
 - ii. All SCHEDULED practice ice for regular season; and
 - iii. All SCHEDULED game ice and referee fees for regular season.
- b. The Player agrees to pay _____ to participate with the Club for the above term. This amount is due and payable upon registration and is non-refundable.
- c. As an accommodation to the Player, the Club Dues may be paid over time, according to the following schedule: _____

- d. If the Player misses a payment, it is understood that the Player will be ineligible for further participation in Club activities, including practices and games, until all past due payments are paid in full or a written payment plan is entered into.
- e. Additionally, if the Player misses a payment, Player understands that all past due and future payments are immediately due and payable, and the Club is entitled to immediately recover any and all unpaid dues, unless a payment plan is agreed to in writing.
- f. The Player agrees to pay to the club a \$25 NSF fee for any payment that is returned due to Non-Sufficient Funds.

4. ADDITIONAL EXPENSES NOT INCLUDED IN CLUB DUES

- a. **USA HOCKEY REGISTRATION:** The Members agree to register the player for the applicable season of USA Hockey prior to signing with the club. Email confirmation of USA Hockey registration must be received by the club manager prior to participation with the club.
- b. **TEAM EXPENSES:** The member agrees to pay a per-Player share (as set by the team management) of all team expenses not covered by club dues. Expenses not covered by club dues include but are not limited to:
 - i. Any additional off-ice training expenses incurred by the team;
 - ii. Any and all coaching fees and ice fees for practices and/or team events not covered by the Club dues and registration;
 - iii. Any CAHA, and USA Hockey State, Regional, District and National Play-off fees not covered by the Club dues and registration;
 - iv. Any and all player travel expenses (transportation, lodging, food, etc) for all team sanctioned and league sanctioned events or tournaments; and
 - v. Any additional practices, games, referee fees and related costs for sessions that were not previously scheduled.
- c. **EXTENUATING CIRCUMSTANCES:** Club Dues, fees and costs are calculated based on a certain number of players participating in the Club. If the number of participants falls below a certain number, or costs increase due to outside factors not under the control of team management, additional fees and costs may be allocated to each Player on a per capita basis.

5. CODE OF CONDUCT

- a. The members agree to abide by all regulations as set forth by Servite High School, the ADHSHL, CAHA, & USA Hockey, their guidelines, By-Laws, and disciplinary proceedings.
- b. The Members agree to conduct themselves in a responsible manner at all Club sponsored events and agree to indemnify and hold harmless the Club, it's Directors, Officers, Coaches, Managers, Agents, and other Members from any and all claims, losses, and damages which may be suffered or incurred by reason of the actions of the Members.
- c. Any dispute arising out of or relating to participation in the Club, its activities and this contract, or the breach thereof, shall be resolved through binding arbitration by an arbitration administrated through an arbitration provider in the County of Orange, State of California and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Each side shall bear the expense of arbitration proceeding equally unless otherwise agreed upon. The arbitration proceeding shall be governed by California Code of Civil Procedure 1280 et seq in effect at the time of arbitration or any other rules the parties mutually agreed upon in writing.

6. ADDITIONAL TERMS

- a. RELEASES. A Player release (either temporary or permanent) will not be issued as long as the member is delinquent with any payments to the club or to the Member's team.
- b. DELINQUENT LIST. Any member whose account is delinquent at the end of the season will be placed on the Delinquent list.
- c. ICE TIME. The Club makes no representation as to the amount of time or participation on the ice the Player will receive. As part of a competitive team sport, some players may play more in a given game than others. While the coaching staff will attempt to play all players in a given game, the amount of time, including not playing, is at the sole discretion of the coaching staff. All players are expected to support the team and coaches regardless of whether they play in a given game or not.
- d. NON-COMPLETION OF SEASON. It is understood that if the Player, for any reason, including but not limited to injury, conduct, academic performance, leaving the school or Club, said Player is not entitled to reimbursement of any Club dues, fees or other expenses and any and all outstanding dues, fees or expenses are immediately due and payable.

We have read this agreement and agree to abide by all of its terms.

Servite Ice Hockey Club

By _____

Its _____

Player (Print Name): _____

Parent/Guardian Signature(s)

Contact Information

Phone: _____

Email: _____