

# Mt. Carmel FIRE, Inc.

## 2009 Player Contract

### Participation Agreement, Multi-Media Release, Waiver of Liability, Team Rules and Regulations

#### MEMORANDUM FOR RECORD

Last Revision: January 1, 2009

This contract is an agreement between \_\_\_\_\_, herein after referred to as "Player," and the Mt. Carmel FIRE, Inc., Amateur Football Club, herein after referred to as "Team." This Contract supersedes all previous contracts.

Team hereby offers a roster position to Player, and Player hereby accepts such position.

#### Participation Agreement

I, \_\_\_\_\_, hereby agree to play football for Team for the 2009 season. I agree that I am not currently contracted by any other team in the United States Football Alliance, and while under contract with Team, I will not be allowed to play for another United States Football Alliance member team, without the permission of Team, under an official termination of this contract by the Team, at Team's discretion. I understand that Team is an amateur sports club; I will not be financially compensated for my participation, and I maintain my amateur status. I agree that I am a high school graduate, or will be by May 30, 2009. I agree to abide by and adhere to all rules and guidelines outlined in all parts of the 2009 Player Contract.

#### Multi-Media Release

I, \_\_\_\_\_, understand and agree that Team may use my name, image, or likeness. I give my unrestricted permission to Team, its officers and staff, to use, distribute, or publish my name and any images of me in any manner that Team sees fit. I give this permission indefinitely. I understand I will not receive compensation, financial or otherwise. I understand that people will request information, images, personnel information, game stats, and game films. I give permission to Team to forward any and all information to the requesting parties, and I hold Team harmless for doing so.

#### Waiver of Liability

I, \_\_\_\_\_, hereby waive and release Team from any liability pertaining to the matters set forth below. I understand that by signing this waiver and release, I expressly and willingly agree to assume complete responsibility for any risk of injury that may arise from below related activity. On behalf of myself, my heirs, assigns and next of kin, I waive all claims for damages, injuries and death sustained to me or my property that I may have against the above named released party relating to such activity. I understand that the activities I will participate in are inherently dangerous and may cause serious injuries, including bodily injury, damage to personal property, and death. By this waiver I assume any risk and take full responsibility and waive any and all claims of personal injury, including severe bodily injury, damage to personal property, and death, related to all activities associated with Team, included but not limited to games, practice sessions, team or association meetings, any association sponsored activity or event, and travel to and from such activities. If I am injured from said activity, I will not hold released party responsible even if the injuries were caused by negligence on the part of Team, its officers, directors, game officials, game or practice sites, players, vendors, trainers, medical staff, security personnel, or other members associated with the released parties' organization.

I do not have any physical limitations, medical ailments, physical or mental disabilities that would prevent me from participating in the above mentioned activities, and will obtain a medical examination and clearance before participating in any Team sponsored practice or games.

In consideration of being allowed to participate in any way with **Team** and its sports program, and the **United States Football Alliance**, herein after referred to as "League," related events and activities, the undersigned acknowledges, appreciates, and agrees that:

1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious bodily injury does exist; and,

# Mt. Carmel FIRE, Inc.

## 2009 Player Contract

### Participation Agreement, Multi-Media Release, Waiver of Liability, Team Rules and Regulations

2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS **Team** and **League** and their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("RELEASEES"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, which may be related to any and all activities associated with **Team** and **League**, including but not limited to games, practice sessions, team or association meetings, any association sponsored activity or event and travel to and from such activities, TO THE FULLEST EXTENT PERMITTED BY LAW, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
5. I acknowledge that I am executing this waiver and release with the understanding that it in no way constitutes a contract or an offer of employment between me and **Team** and **League**, or any of its team operators.

### Team Rules and Regulations

I, \_\_\_\_\_, understand that I must agree with and adhere to the following rules and guidelines in order to participate in Team activities, to maintain my roster spot, and to continue participation with Team and all practices, scrimmages, games, meetings, functions, and any activities not yet named, herein after referred to as "Team Functions":

#### Participation and Attendance

1. Player agrees to pay a \$150.00 player fee. Player fee is NON-REFUNDABLE, with the exception of a Player cut from Team to satisfy the roster limit. In this situation, Player will be refunded player fee, minus a \$25 registration and administration fee.
2. Player fee is due in FULL by April 18, 2009. An unpaid player fee, by any amount, will result in Player losing all playing time/participation in Team Functions until player fee is paid in full. Player is required to attend Team Functions regardless.
3. Player agrees to attend all Team Functions.
4. Player agrees to be on time to all Team Functions. These times will be set forth by either the Head Coach or Team Owner.
3. There are exceptions to the attendance policy, as follows:
  - Prior approval by the Head Coach or Team Owner, which requires Player making contact PRIOR to absence or tardiness.
4. The Team will conduct community service operations at random as part of Team Functions. These require attendance unless otherwise approved by the above authorities.
5. Player agrees to be bound by this contract to the Team until removal from the team or termination of contract by the Team.
6. Team will have a maximum 60 player roster. If Player is released by Team to satisfy the roster limit, this contract is null and void, allowing Player to contract with another United States Football Alliance member team.
7. Player agrees to respect the coaching staff and their decisions on how to manage the team, and to avoid disrespectful criticism of other players, coaches, and any Team staff, members, volunteers, etc. Differing opinions must be handled in a respectful manner, and are welcome if handled correctly.

# **Mt. Carmel FIRE, Inc.**

## **2009 Player Contract**

### **Participation Agreement, Multi-Media Release, Waiver of Liability, Team Rules and Regulations**

8. Player agrees that a disciplined system of communication and an established chain of command is best for Team integrity, and agrees to follow specific protocol when dealing with problems, concerns, complaints, and issues. Protocol is as follows:

- Player will report to designated team captain and/or player representative.
- If necessary, team captain/player representative will share the issue with a coach or Team Owner, and the problem will be addressed as needed.

#### **Discipline**

1. Tardiness or absence by Player to any Team Functions may result in a loss of playing time/participation, and repeated tardiness or absences by Player to any Team Functions may result in a forfeit of Player's roster spot and removal from Team, at the discretion of the Head Coach or Team Owner.
2. If injured or suspended (either in part or whole), Player is required to attend all Team Functions, unless otherwise excused, per the attendance policy.
3. Team maintains a ZERO TOLERANCE policy concerning any offensive, disrespectful, or damaging behavior by Player. This includes, but is not limited to:
  - use of foul language, vulgarities, or threats at any Team Function;
  - talking back to or disrespecting any Coach, Staff Member, Captain, Teammate, and Opponent;
  - unsportsmanlike conduct towards any teammate or opponent;
  - any type of behavior that negatively impacts the image, reputation, and/or mission of the Team.
4. Failure to comply may result in loss of playing time/participation, and/or removal from Team, excluding Player's release from contract.

#### **Equipment Responsibilities and Guidelines**

1. Player is responsible for the cost of general and personal equipment items, such as cleats, helmet, shoulder pads, etc., and will be obtained without Team assistance. These items include, but are not limited to, any equipment necessary for full-contact practice.
2. Player agrees to be responsible for all equipment issued to Player by Team, including, but not limited to, game uniforms, practice uniforms, etc. Player is responsible for general upkeep and cleaning.
3. Player agrees to turn in game uniform (jersey and pants) after every game to the designated equipment manager for washing and maintenance.
4. All equipment issued to Player by Team is to be returned to Team by Player within ONE (1) week of removal from Team or end of season. Failure to do so will result in the filing of a small claims suit by Team Owner for cost of unreturned equipment, plus court costs. By signing this contract, Player admits fault and assumes full legal and financial responsibility if the situation arises.
5. Uniforms MUST match as a team, per Team and League rules. Tights, socks, undershirts, and any accessories MUST be team colors (black, red, vegas gold, white). Player MUST wear the correct socks/tights for each uniform: solid color, pants high, NO EXCEPTIONS.
6. No writing or altering of any kind to any part of team uniforms is permitted.
7. Only Team and League approved Mt. helmet decals and/or stickers are permitted.
8. Practice gear, off-color helmets, and/or non-approved uniforms and accessories are prohibited during games.

# Mt. Carmel FIRE, Inc.

## 2009 Player Contract

### Participation Agreement, Multi-Media Release, Waiver of Liability, Team Rules and Regulations

#### Expenses

1. All expenses incurred by Player for transportation to Team Functions are the responsibility of Player and are not reimbursable by Team.
2. For travel, Team may obtain a charter bus. The cost will be split between all players. Player will be responsible for own portion per trip. This will considerably reduce the per player cost for travel.
3. As discussed above, Player will be responsible for costs of equipment not provided by the Team.
4. As discussed above, Player is responsible for paying a player fee IN FULL by April 18, 2009, in order to participate in specific Team Functions, such as scrimmages and games. If Player has not paid player fee in full by stated deadline, Player will not be allowed to participate in specific Team Functions, but is required to attend.
4. Player will assume responsibility for the cost of medical insurance and/or hospitalization. This is not mandatory for participation, but is highly recommended.
5. Team is in no way responsible or liable for expenses incurred due to injury.

#### Player Agreement

**I HAVE READ AND FULLY AGREE TO THE TERMS OF THIS CONTRACT. I UNDERSTAND AND CONFIRM THAT BY SIGNING THIS WAIVER AND RELEASE I HAVE GIVEN UP CONSIDERABLE FUTURE LEGAL RIGHTS. I HAVE SIGNED THIS WAIVER FREELY, VOLUNTARILY, UNDER NO DURESS OR THREAT OF DURESS, WITHOUT INDUCEMENT, PROMISE OR GUARANTEE BEING COMMUNICATED TO ME. MY SIGNATURE IS PROOF OF MY INTENTION TO EXECUTE A COMPLETE AND UNCONDITIONAL WAIVER AND RELEASE OF ALL LIABILITY TO THE FULL EXTENT OF THE LAW. I AM 18 YEARS OF AGE OR OLDER AND MENTALLY COMPETENT TO GRANT THIS WAIVER.**

I declare that the foregoing is true and correct. Signatures will continue yearly and be obtained in the city of Cincinnati, in the county of Clermont, in the state of Ohio.

\_\_\_\_\_  
Player Printed Name

\_\_\_\_\_  
Player Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Team Owner Printed Name

\_\_\_\_\_  
Team Owner Signature

\_\_\_\_\_  
Date