

SOUTHERN MAINE YOUTH HOCKEY ASSOCIATION
2020-2021 Player / Parent Agreement

This document constitutes an 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 SOUTHERN MAINE YOUTH HOCKEY ASSOCIATION hockey organization (the "SMYHA")(collectively the PLAYER, PARENT and SMYHA are the "PARTIES"), for the 2020-2021 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, the PLAYER, agrees to play ice hockey exclusively for the SMYHA, except for High School/Middle School sanctioned ice hockey games or other opportunities that do not conflict with the SMYHA schedule. The PARTIES agree that if the PLAYER leaves the SMYHA for any reason prior to the termination of the SEASON, the PLAYER shall be immediately and fully free to play ice hockey for his/her local youth team and/or such other team(s), if possible, and to participate in such other camps or ice hockey events, as the PLAYER may choose.

2. The PARTIES acknowledge and agree that the PLAYER IS ALLOWED to participate in other sports.

a. The PARTIES agree that the PLAYER will put forth their best effort in making the SMYHA their priority commitment when a conflict might occur between their High School ice hockey team. In such event, the PARENT / PLAYER will request permission to be absent from their team's Head Coach in advance of such event when reasonably possible. The Head Coach will grant permission for such absence where the absence is based upon any reasonable grounds.

b. 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 SMYHA, except when prevented from doing so for medical or other reasons which the SMYHA, deems appropriate.

c. The PARTIES agree that if the PLAYER misses a combined total of three (3) unexcused practices or games, that player will be subject to a suspension by the SMYHA. The suspension period will be determined collectively by SMYHA's Discipline Committee and the Head Coach of that PLAYER'S team. It will be the responsibility of each team's Head Coach to maintain an attendance record for each player on their team.

3. The PLAYER agrees that he/she will maintain his/her educational course work at all levels and pace expected in his/her classes. The PLAYER / PARENT will conduct himself/herself on and off the ice in accordance with the highest standards of honesty, citizenship, and sportsmanship. The PLAYER / PARENT further agrees that he/she will not do anything that is materially detrimental or materially prejudicial to the best interests of the SMYHA in recognition that his/her behavior is representative of the SMYHA at all times. The PLAYER understands that the SMYHA reserves the right to suspend or terminate the PLAYER if the SMYHA decides, in the exercise of its commercially reasonable judgment, that the PLAYER is not maintaining an acceptable grade point average, and the PLAYER / PARENT is not demonstrating good citizenship and proper behavior at all relevant times.

4. The PLAYER agrees to report at the time and place fixed by the SMYHA in good physical condition and to keep himself/herself, throughout the SEASON, in good physical condition.

5. The PARTIES agree that the SMYHA 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 SMYHA coach will have absolute discretion of which players will play during the last five minutes of any game.

6. The SMYHA 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 SMYHA related function or event) exhibits behavior or citizenship, which the SMYHA in its reasonable sole discretion deems inappropriate; (c) the PLAYER violates any reasonable team rule which may be reasonably established by the SMYHA; (d) the SMYHA, in its reasonable sole discretion,

determines that the PLAYER'S participation constitutes a health or safety risk to the PLAYER or to others, or (e) the SMYHA, in its reasonable sole discretion, determines that the PLAYER'S level of play is not of the quality that the SMYHA desires. Notwithstanding anything to the contrary in the foregoing or elsewhere in this Agreement, the SMYHA 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. Any person accused of a violation of these policies is entitled to a timely hearing before the Disciplinary Committee of the Board of the SMYHA not more than 14 days following the incident at which the alleged violation took place. The accused person shall be given at least seven days' notice of the time of the hearing and be allowed to speak on his/her own behalf and to present others to speak on their behalf if so desired. Decisions of the Disciplinary Committee will be final, pending approval of a quorum of the Board at the next regularly scheduled or special meeting of the SMYHA Board. Any person, who chooses to appeal a decision of the SMYHA Board, may do so to MEAHA, in writing, by certified mail, with a copy to the SMYHA Board, no more than 10 days following the final SMYHA Board ruling.

7. The PLAYER may withdraw from the SMYHA for any reason at any time. The SMYHA may replace any player who withdraws from the SMYHA due to injury or any other reason, or is dropped from the active roster for the reasons stated in the AGREEMENT. In the event that the PLAYER informs the SMYHA at the time of his withdrawal that such withdrawal is due to a temporary illness or injury to the PLAYER, such replacement shall be temporary until the PLAYER returns to the active list.

8. The PLAYER shall pay the SMYHA the non-refundable tuition ("TUITION") for the 2020-2021 SEASON. The PLAYER and/or PARENT are required to pay the tuition in full at the time of registration or enroll in the registration's online automatic payment plan where the final payment is due by September 15, 2020. The failure to make the aforementioned payments shall be cause for release and the PLAYER'S spot being filled by another player. (see Exhibit A). PLAYER and PARENT both agree to pay the full TUITION regardless of whether or not the PLAYER continues to play for the SMYHA 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 voluntarily leaving the SMYHA; and/or (b) the PLAYER being released by the SMYHA. The PLAYER and PARENT both agree to pay the full TUITION if the PLAYER voluntarily leaves the SMYHA; and/or the PLAYER is released by the SMYHA for a disciplinary violation.

9. The PLAYER and PARENT acknowledge that any and all uniforms for practice and games which the PLAYER receives from the SMYHA ("EQUIPMENT") is the sole and exclusive property of the PLAYER. The PLAYER agrees to be wearing the proper socks and jersey for all practices and games.

10. The PLAYER agrees to allow the SMYHA to take pictures of the PLAYER, alone or together with others, for still photographs, motion pictures, or television, at such times as the SMYHA may designate. No matter by whom taken, such pictures may be used in any reasonable manner desired by the SMYHA for publicity or promotional purposes. The rights in any such pictures taken by, or for, the SMYHA shall belong to the SMYHA. The PLAYER hereby grants to the SMYHA the exclusive rights to use the PLAYER's name or nickname and image or attributes as may be captured in game action footage or photographs for publicity or promotional purposes.

11. 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 (a) arbitration, if the PARTIES mutually agree to arbitrate, with any such arbitration to be held in Cumberland County, Maine, unless the PARTIES mutually agree otherwise; or (b) litigation under the Maine Rules of Civil Procedure. The PARTIES agree that the Superior Court for the State of Maine, Cumberland County ("Cumberland County Superior Court"), shall be the sole proper venue for any litigation between the PARTIES arising out of or otherwise related to this AGREEMENT. The PLAYER, the PARENT and the SMYHA also respectively consent to the Cumberland County Superior Court's exercise of personal jurisdiction over each of them, respectively. The PLAYER and PARENT agree that notice sent by regular, first-class, postage prepaid mail to their address set forth below shall constitute sufficient

legal notice of the commencement of any proceedings hereunder. The PARTIES agree that to the extent they agree to arbitrate any dispute arising out of or otherwise relating to this Agreement, such arbitration shall be resolved by binding arbitration before a neutral, mutually acceptable arbitrator and shall be conducted pursuant to Maine's Uniform Arbitration Act, 14 M.R.S.A. §5927 et seq. The PARENTS,

PLAYER and the SMYHA shall equally divide the cost of any arbitration, including the arbitrator's fees and any reasonable and necessary expenses or costs of arbitration. The commencement of an equitable action for preliminary relief, injunction or temporary restraining order by either PARTY is permitted for purposes of obtaining emergency relief and shall not by itself deprive the PARTIES of the option of agreeing to resolve the merits of any dispute by arbitration.



12. The PLAYER and PARENT acknowledge that any breach of contract is likely to result in immediate, irreparable harm to the SMYHA, for which damages are not reasonably ascertainable. The PLAYER and PARENT consent, therefore, that, upon a showing that the PLAYER or PARENT is about to breach, or has breached, any such Section, the SMYHA shall be entitled to seek a preliminary injunction and other equitable relief as necessary to enjoin the PLAYER or PARENT from threatened, further or continuing breaches thereof. The PLAYER and PARENT understand that ex parte relief may be sought by the SMYHA.

13. The PLAYER and PARENT understand and acknowledge that the SMYHA does not provide any health or medical insurance and that it is the sole responsibility of the PLAYER and PARENT to obtain any such coverage for the PLAYER at the PLAYER and PARENT'S sole expense. USA Hockey under its membership, does provide supplemental medical insurance, and catastrophic injury coverage to all USA Hockey members.

14. 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.

15. The provisions of Sections shall survive the termination of this Agreement.

16. The Release Agreement executed on this date is hereby incorporated in this Agreement.

17. 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.

18. 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 SMYHA.

19. SMYHA will have a USA Hockey Code of Conduct for PLAYERS AND PARENTS to sign to follow as a zero tolerance, per our USA Hockey Code of Conduct Ruling.

20. For purposes of this AGREEMENT, notice shall mean written notice either delivered electronically, or by facsimile (fax) to the parties as follows:

To the extent that a term, provision or requirement of this Agreement conflicts with a written policy, rule or procedure of SMYHA, the written policy, rule or procedure of SMYHA shall be adhered to.

Team Travel

1. The SMYHA will not provide travel for the youth teams. All players will be expected to travel to their games with their parents.

If to the PLAYER or PARENT: Parent(s): _____

Player: _____

Address: _____

Telephone: _____

E-mail: _____



If to the SMYHA:

SOUTHERN MAINE YOUTH HOCKEY ASSOCIATION
PO Box 661, Gorham, ME

With a copy to:

Service of process or demand for arbitration may be made by either party to the other at the location specified above.

The undersigned have read and understood all of the twenty (20) preceding paragraphs of this AGREEMENT and agree to all the terms and conditions of this AGREEMENT

PLAYER:

Print Name:

Signature Name: _____

Date: _____

PARENT:

Print Name:

Relationship: _____

Signature Name: _____

Date: _____

SOUTHERN MAINE YOUTH HOCKEY ASSOCIATION:

BY: _____

Title: _____

Date: _____

RELEASE AGREEMENT

I, parent of the above-named player, acknowledge that ice hockey is a contact sport and sometimes a dangerous activity that can result in physical injury or other damages. I AGREE that the SMYHA, its officers, agents, servants, employees, coaches, scouts, volunteers and sponsors (collectively the "SMYHA") shall not be liable to me or the above-named player for any injury or damage (collectively "Damage") resulting directly or indirectly from the player's participation with the SMYHA, except to the extent any such Damage is caused by, arises out of, or is otherwise related to the negligence, recklessness or intentional wrongdoing of the SMYHA. I UNDERSTAND that this RELEASE AGREEMENT shall bind my heirs, legal representatives and all assigns and shall inure to the benefit of SMYHA, its officers, agents, servants, employees, volunteers and sponsors, and their successors and assigns. IT IS FURTHER AGREED that the SMYHA does not and shall not be considered to guarantee or warranty equipment as may be used in the conducting of said activity. SMYHA reserves the right to use any pictures taken during the activity for promotional or instructional purposes without compensation.



PLAYER:

Print Name _____

Signature: _____ Date: _____

PARENT:

Print Name _____

Relationship: _____

Signature: _____ Date: _____

PHOTO RELEASE

Permission to Use Photographs or likenesses on SMYHA Website, Social media pages or marketing

Player Name: _____

I grant to SMYHA, its representatives and employees the right to take photographs of the player during games or practices. I authorize SMYHA its assigns and transferees to copyright, use and publish the same in print and/or electronically. I acknowledge that since the player in publications and websites produced by SMYHA is voluntary, I will receive no financial compensation.

I agree that SMYHA may use such photographs of the participant for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and Web content.

I have read and understand the above:

Player Signature _____ Printed name _____

Address _____ Date _____

Signature, parent or guardian _____ (if under age 18)

EXHIBIT A

PAYMENT STRUCTURE

1. 2020/2021 player fee will be as stated on Tuition Contract Agreement for the SMYHA Breakers Travel Team the player was selected for.

2. **\$225.00** non-refundable deposit is due with this contract.

3. Payment Terms of Balance:

a. Option #1- Payment in Full due upon registration

b. Option #2 - Monthly payments via SportsEngine.

- For Co-ed Squirts, Pee wee, Bantams - (Valley League)
 - \$345 (\$150 for goalies) upon April registration and \$345.00 (\$150 for goalies) due on May 15th, June 15th, July 15th, and August 15th 2020.
- For Midget U16 or U18 (MEAHA)
 - \$200 (\$150 for goalies) upon April registration and \$192 (\$125 for goalies for May only) due on May 15th, June 15th, and July 15th, 2020.
- U19 Girls (NEGHL/MEAHA U19)
 - \$150 (\$150 for goalies) upon April registration and \$125 (\$0 for goalies) due on May 15th, June 15th, and July 15th, 2020.



4. All game jerseys will be paid for by PLAYER. Players WILL NOT receive their game jerseys until they are paid for in full. New players will be required to submit three number choices on sizing day, which will be announced soon via email.