

CLUB CONTRACT & FINANCIAL AGREEMENT 2021-2022



SOLAR SOCCER CLUB: SOCCER EXCELLENCE THROUGH DEVELOPMENT

107 Suncreek Dr. Suite 300, Allen, TX 75013

Office: (972) 649-4215

www.solarsoccerclub.com

TEAM FULL NAME: _____ COACH NAME: _____

PLAYERS LAST NAME: _____ FIRST NAME: _____

The Parent(s) and/or Legal Guardian(s) & Player by the signatures below, all having read the Contract, each acknowledges and agrees as follows:

- (1) Each person certifies that all of the information set forth above is true and correct, and that the Player is age eligible for the team indicated and without medical restriction to play.

In consideration of acceptance on a Solar Soccer Club & Affiliates ("Club") Team and affiliation with the Club, we agree that we are bound to the Club and Team and agree (a) to pay all charges initially or subsequently assessed by, for or through the team or the Club, (b) pay the player amount due for the Club. We agree to support the Club and Team to which we are rostered, abide by all rules of the sanctioning body, association, affiliate, league or any other organization hosting, sponsoring or otherwise providing playing facilities, camps or tournaments, and agree to refrain from taking any action or making any comment which would adversely affect the Club or the Team and/or the team's participation in its activities for the contract year. We also agree to abide by all the requirements promulgated by the sanctioning affiliate. We agree to participate as scheduled and to support the Club and my team.

- (2) Permission to use photographs and videos taken at Solar Soccer Club games, practices, camps and activities. I grant to Solar Soccer Club, the right to take photographs and videos of my minor child and my family in connection with the above-identified contract season. I authorize Solar Soccer Club, its assignees and transferees to copyright, use and publish the same in print and electronically. I agree that Solar Soccer Club may use such photographs and videos of my minor child and my family for any lawful purpose, including for example such purposes as publicity, illustration, advertising, social media and web content, free of any charge or claim whatsoever. I hereby release and discharge Solar Soccer Club and Affiliates from any and all claims and demands arising out of or in connection with the use of the photographs and videos, including without limitation any and all claims for libel, invasion of privacy or from any expectation of confidentiality.
- (3) Solar Soccer Club owns all rights associated with its trademarks, trade names, domain names, logos, designs or other copyrighted materials including footage, photography and related art materials (collectively referred to as "Intellectual Property"). No right, property, license, permission or interest of any kind in or to the use of any such Intellectual Property owned or used by Solar Soccer Club is or is intended to be given or transferred to or acquired by us by the execution, performance or nonperformance of this contract or any part thereof. We acknowledge that the Club's Intellectual Property is considered to be valuable and that, it (or its licensors) claims to own all right, title and interest therein and thereto (including, without limitation, all copyrights, patents, trademarks, trade secrets, know-how, patent registration rights and any other proprietary or other rights) worldwide. We agree that we shall not use the Club's Intellectual Property for any purpose other than as specifically set forth in this contract
- (4) From and after the date hereof and until the 11-month anniversary of such date, each of us hereby irrevocably and unconditionally grants to, and appoints, the President of Solar Soccer Club and Affiliates and any designee thereof as our proxy and attorney-in-fact (with full power of substitution), for and in our name, place and stead, to vote at any meeting of the Club called for any lawful purpose, including any meeting called for the purpose of amending the Club's articles of incorporation or bylaws in any respect permitted by law. Each of us hereby further affirms that the irrevocable proxy set forth in this paragraph is coupled with an interest and is intended to be irrevocable.
- (5) We, the parents or legal guardians of the undersigned player agree to pay the amounts billed by the Club and the Team. We agree to pay timely our financial obligations to the Club and Team according to the payment plans and installment schedule. We understand that by signing this agreement we have made a legally binding full year commitment to meet the specified financial obligations as this is a *non-refundable program*. We understand that early departure from the Club does not relieve us from the years' financial obligation. **If the player leaves the Club before the end of the full soccer years' commitment FOR ANY REASON including injury, any and all outstanding balances for the Club and Team becomes due and payable immediately.** We agree that all fees, dues assessed to this player will be paid in full by us regardless of the continued role of the player with the team. We agree to participate in the club raffle and that we are required and responsible for raffle ticket sales of \$150 for all competitive teams including ECNL Boys, ECRL Girls. Solar Academy teams U13-U16 are responsible for \$300 of ticket sales Academy U17-U19 are responsible for \$450 which will be due to the club September 1st. I understand that the club will use a third party collector for any unpaid fees.

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(6) We, the parents or legal guardians of the undersigned player acknowledges that he/she has voluntarily applied for membership in the Solar Soccer Club and Affiliates and has fully investigated its soccer program to their full satisfaction and the parents do hereby RELEASE, INDEMNIFY, AND AGREE NOT TO SUE THE SOLAR SOCCER CLUB or Affiliates, ITS OFFICERS, DIRECTORS, AND ANY PERSONS AFFILIATED WITH SAID CLUB AND/OR THE TEAM UPON WHICH SAID PLAYER PARTICIPATES ("Released Parties") FOR OR ON ACCOUNT OF ANY AND ALL CLAIMS FOR ALL LIABILITY FOR ANY INJURIES, DEATH OR ON ACCOUNT OF ANY AND ALL CLAIMS FOR ALL LIABILITY FOR ANY INJURIES, DEATH OR OTHERWISE, WHETHER CAUSED BY NEGLIGENCE OF ANY SUCH RELEASED PARTY OR OTHERWISE (including, but not limited to, the rendering of first aid treatment or any other service) while Player is on the soccer fields or any other premises used by any of the Released Parties or any of their affiliated persons and/or participating in any event or activity sponsored by or associated with any of such Released Persons. THIS RELEASE FROM LIABILITY, PROMISE OF INDEMNIFICATION, AND AGREEMENT NOT TO SUE is intended to be as broad and all-inclusive as is permitted by the laws of the State of Texas. If any portion is held to be invalid, then it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Each of the undersigned warrants, states and represents that he or she has entered into this RELEASE FROM LIABILITY, INDEMNITY, AND AGREEMENT NOT TO SUE of their own free will and that they have been given sufficient time to carefully read, and in fact, have carefully read this RELEASE FROM LIABILITY, INDEMNITY AND AGREEMENT NOT TO SUE and know fully and understand the contents thereof. Each of the undersigned understands and acknowledges that they have the right and opportunity to have advice of legal counsel prior to execution of this RELEASE FROM LIABILITY, INDEMNITY AND AGREEMENT NOT TO SUE. EACH PROMISE OF INDEMNIFICATION IN THIS CONTRACT SHALL NOT APPLY TO ANY CIRCUMSTANCE RELATING TO THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF ANY REPRESENTATIVE OF THE CLUB.

I AM IN FULL AGREEMENT WITH ALL TERMS AS STATED IN THIS CONTRACT ABOVE.

PLAYER NAME (PRINTED): _____

NOTE: Club dues will be paid directly to the club. Team fees will be paid directly to the team. Parents are financially and legally obligated to pay all dues and fees in full.

Primary Signer:	
Printed Name	
Relation to Player	
Home Address	
Phone Number	
Email Address	
Employer	

Second Signer:	
Printed Name	
Relation to Player	
Home Address	
Phone Number	
Email Address	
Employer	

Player Signature

Date

Primary Signer (Legal Guardian) Signature

Date

Second Signer (Legal Guardian) Signature

Date