



## **2014-2015 Code of Conduct**

**THIS CONTRACT IS VALID MAY 1, 2014 through APRIL 30, 2015.**

### **WELCOME TO Futbol Club Valencia Soccer!**

This Agreement describes the obligations of the player (hereinafter "Player") and the Player's parent(s) (hereinafter, "Parent") to the (hereinafter "FC Valencia" or "Club") and to the team on which Player will be playing (hereinafter "the Team"). Player and Parent must sign and deliver to Club this Agreement as a condition to playing on the Team. This Agreement supersedes any previous representations, promises, agreements and/or understandings between Player, Parent, the Club and the Team, or any of them, whether oral or written.

### **PLEASE READ THIS AGREEMENT CAREFULLY.**

FC Valencia is dedicated to the development of highly skilled soccer players who have respect for themselves, for the game and for those around them. FC Valencia is not a recreational league or a baby-sitting service. Participation in the Club requires a significant commitment from both Player and Parent. By signing this Agreement, the Player and Parent agree to comply with the obligations described below.

The Team is one of several teams that together comprise the Club. Each team in the Club has a team administrator ("Team Administrator"), a volunteer who is selected by the Head Coach and the parents on the team at the commencement of each season and/or at such later times as may be necessary, and who is approved by the executive Board of the Club in its sole discretion. The Team Administrator is responsible for managing the administrative aspects of the Team. To share the workload, teams can also have additional volunteer parent positions, such as treasurer, uniform coordinator, field monitor, tournament coordinator, travel coordinator, development or special event coordinator, and the like, as deemed in the Team's discretion to be necessary from time to time to best serve the Team's needs. Each team in the Club has a coach ("Coach") and *may have* an Assistant Coach ("Assistant Coach"). In addition, each team in the Club may from time to time be trained by one or another of the Club's trainers ("Trainer"). The Club also provides a goalkeeper coach ("Goalie Coach") for the special training of all goalkeepers in the Club. The Club's players register with the California Youth Soccer Association - South (hereinafter "CYSA-South") and, if necessary, with US Club Soccer. The Club is a member of the Southern California Developmental Soccer League (SCDSL).

The Club is a 501(c)(3) not-for-profit corporation and is governed by a **volunteer Board of Directors**, comprised of the executive officers of the Club which includes but is not limited to the Club President, Club Administrator, Club Secretary, and Club Treasurer (referred to collectively as ("the Executive Board" or the "e-board") who are volunteers, the Club Director of Coaching, Club Director of Soccer Operations and Director of Recreational Programs (all compensated positions) and other such positions, whether compensated or volunteer, that the Board may in its sole discretion, deem to be necessary from time to time to best serve the Club's needs. The Board meets regularly as needed, sometimes once a month, and may form committees as needed to address specific issues and holds a General Meeting one time per year during the month of May.



The Executive Board confers more frequently regarding business that is of a more urgent or sensitive nature, and reports to the Board.

The Coaches and Trainers are selected and assigned each year by the executive Board upon the recommendation of the Director of Coaching and Director of Soccer Operations and the executive Board. Each Coach/ Trainer is required to acquire a coaching license appropriate to the age and skill level of the team(s) s/he coaches. Each Coach/Trainer, including the Director of Coaching and the Director of Soccer Operations, and each Team Administrator and each other credentialed club and/or team administrator, is required to pass a background check through Risk Management through CYSA-S.

The following terms govern the obligations of the Club, the Players, and the Parents:

## **1. TERM**

This Agreement is effective for the duration of the 2014-2015 CYSA-South and SCDSL ("League") season. The term of this agreement commences on May 1, 2014, and ends on April 30, 2015. For younger teams (Under-14 and younger), the playing season is ten months – two months off will be scheduled at the discretion of the coach to coincide as possible with school breaks. Older teams (Under -15 and older) have approximately a nine-month season – breaking on or about November 30, 2014 through February 28<sup>th</sup>, 2015, for high school soccer. The contract term for team's Under-14 and older may be extended beyond April 30, 2015, as necessary, by State or National Cup play. In order to meet the League registration deadlines for the submission of Club, Team and Player information and registration fees, players' registration obligations begin by May 1, 2014. All team and player registration materials, including information and fees must be submitted to the Club by Friday, April 25, 2014, so as to be submitted to the League by May 15, 2014.

Unless a separate arrangement is made in advance and in writing signed by the Player, the Parent and the Head Coach, and approved in writing by the Club President, or as provided elsewhere in this Agreement, the Player is expected to remain on the Team's roster for the full Term of this agreement. Tryouts for the Team for the next soccer season will be held in the spring of 2015. Since the make-up of the Team from year to year is left to the sole discretion of the Team's Coach, the developmental progress of the Player is taken into consideration regarding the Player's selection for a succeeding year's team. The final selection of players on each team for the next season will be made by the Coach based on a combination of the Player's performance during the 2014-2015 season, the ongoing Coach's evaluation of the Player throughout the season, and the tryouts in Spring 2015.

## **2. TEAM ADMINISTRATOR OBLIGATIONS**

Each team shall have one Team Administrator selected by the Head Coach and parents and approved by the Executive Board. Although the Team Administrator is encouraged to delegate responsibilities to other willing parents to both ease the demand on their time and to involve as many parents as possible in the administration of the team, s/he is ultimately responsible for the following:

1. Coordinating and completing team registration;
2. Collecting and depositing fees, payment of team expenses, and bookkeeping of team finances;
3. Coordinating and distributing team uniforms and equipment;



4. Coordinating and completing tournament, scrimmage and league play applications and registrations;
5. Facilitating communication between parents, coaches and trainer(s), players and the Club;
6. Coordinating transportation, meals and lodging as required for tournaments and other team events;
7. Assisting with the other Board members in the planning and execution of Club events;
8. Abiding by all Cal-South and SCDSL deadlines;
9. Supporting all fundraising activities that benefit the Club or Team, by actively promoting events to Parents and Players

The position of Team Administrator is not intended to be a dictatorial position. Rather it is expected that the Team Administrator will foster an air of open communication, cooperation and a commitment from the Team's parents to achieve the Team's and the Club's objectives. The Team Administrator should strive to build a consensus amongst the parents rather than to polarize the parents on any particular issue. While it is recognized that unanimity of opinion is seldom attainable, the Team Administrator should work with the Coach and the Club to develop a cohesive attitude of respect and compromise amongst the players and the parents through communications focused on the Team's best interests. The Team Administrator must be willing to subordinate his or her own personal interests to the interests of the Club and of the Team and its Coach, as indicated by the Board and by a consensus of the parents. A measure of loyalty to the Club is expected. A Team Administrator should give the Club's executive Board notice if a Team's parents, or any portion of them, have indicated a desire or an intention to leave the Club. The Team Administrator should tender his/her resignation as the Team Administrator before he/she leads or joins in the defection of the Team or a significant portion thereof, from the Club.

Although e-mail may be an effective tool to distribute notices and information concerning Team or Club meetings, events and schedules, it should not be used to discuss or debate Club, Team or personal issues, policies or disputes. Such discussions are best handled in a duly noticed face-to-face meeting or, as appropriate, in the manner described in Section 6 - Complaint Procedure.

A Team Administrator is required to perform a Live Scan electronic fingerprinting and automated background check. A copy of the completed Live Scan application must be submitted to the Club Secretary for verification purposes. Live Scan costs are paid by the applicant.

A Team Administrator may be removed by the Board or voted out by the team parents and a new team administrator voted in by the parents and approved by the Board during the term of the agreement.

### **3. PLAYER OBLIGATIONS**

Club soccer represents the highest level of soccer development and competition in the United States for teenagers and pre-teenagers. Maintaining this standard requires a high level of commitment from all players in the Club, both at games and at practice. The level of pride that the Player has in playing for FC Valencia will be reflected in the Player's commitment to the Team. If conflicts arise due to participation in other activities, it is expected that priority will be given to the Team. However, at the younger levels (U-14 and younger), deference may be given by players participating in other sports to those sports during the winter and spring season, so long as such participation does not interfere with the FC Valencia regular season and the tournaments as discussed in Section 5 below.



The development and success of the Team is dependent upon regular and consistent team training, games and tournament play. A Player's participation with another club team or with another soccer organization during the term of this agreement is not acceptable, is prohibited, and will be grounds for dismissal as experience has shown that such outside activity over-extends the Player both to his or her detriment and to the Team's detriment. This prohibition is not intended to curtail a player's desire to seek additional training through private trainers or outside camps and clinics except to the extent that it interferes with rather than enhance the player's commitment to and performance for our Club.

Training begins in May. While it is expected that players will take time off for planned family vacations and summer camps, most teams register for some pre-season tournaments to prepare the team for league play in September. Families are encouraged to plan their vacations for the time period of June 15, 2014 thru July 6, 2014. Absent special arrangements, the Player is expected to attend practices and training sessions up to three nights each week during the Term. Practices and training sessions may be conducted on a team by team or on a multi-team basis. Goalkeepers are expected to train at least once each week with the Goalie Coach to the extent such training is available. Players are expected to attend all practices and games, to arrive at the practice ten minutes before the scheduled start time and at the games one hour before the scheduled start time, unless they have advised the Coach or the Team Administrator in advance of their inability to do so and shown a satisfactory excuse for such inability.

The Club emphasizes the development of all Players both on and off the field, and great importance is placed on the Players' development in all areas of personal, familial, academic, social and civic responsibility. Thus, the Club places great importance on Player's maintaining a high level of academic performance, and recognizes that midterms, finals and special projects may cause the Player to miss an occasional practice or game. Obviously, illness and family commitments are also appropriate reasons for missing a practice or game. Therefore, occasional absences with prior notification to the Coach or the Team Administrator are understood. However, chronic or excessive absences on the part of any player will affect the whole Team, and will inevitably result in a decrease in playing time and/or possible suspension or dismissal from the Team. Accordingly, Players need to plan their regular homework schedule and other extracurricular activities so as to accommodate both the requirements of school and of the Team.

The Player should arrive at each practice wearing cleats and shin guards and the Club's designated practice uniform, and should bring a regulation size age-appropriate soccer ball and plenty of water. No Gatorade or other colored drink or any food allowed on any turf field. For games, the Player must bring the Club uniform issued to that Player, including both light and dark Club game jerseys, Club shorts and both colors of socks. Players not properly attired for a practice or a game may be sidelined by the referee, Coach, Assistant Coach, Director of Coaching or Trainer. Players are required to display the highest level of sportsmanship both on and off the field, and are expected to shake the hands of or high-five the opposing players and coaches, as well as referees, after each game. Players are expected to be supportive of their teammates, and to be on their best behavior at games, both on and off the field.

The Club has a policy of zero tolerance for drugs, alcohol. By signing this agreement, the Player commits not to use or possess any illegal drug or any controlled substance or medication or any other stimulants or intoxicants (including without limitation tobacco and alcohol) without a proper and current prescription issued by a licensed physician. Possession of any illegal drugs or other substance at any team event (including at any time while at any away tournaments) by any Player is grounds for immediate and



summary suspension or dismissal of the Player, without notice, warning or hearing, in the sole and absolute discretion of the Club. Participation in such activities apart from the Club may result in discipline by the Club or Team. Parents are also expected to observe and support the same policy at all Team and Club events, except that a Parent's discreet use of alcohol and tobacco products will be allowed subject to the rules and regulations of CYSA-South, the League, the field, home, or business establishment, so long as they exercise appropriate regard for those around them.

#### **4. PLAYING TIME AND POSITIONS**

The amount of playing time each player receives and the position(s) he or she will play will be determined exclusively by the Team Coach. Playing time and positions are not guaranteed and may vary within a game and from game to game. This means that a particular player may play all, only a part, or no part of a particular game. Playing time may be influenced by the age bracket of the team, the level of competition, the style of play of the opposing team, past game performance, performance in practice, attendance at practice, health and level of condition, and punctuality, as well as other criteria determined by the Coach such as attitude and sportsmanship. The Coach may confer with the Director of Coaching or other members of the Club's Coaching/Training staff to determine the position(s) best played by the Player, based on such factors and on the overall needs of the Team as determined by the Coach. The Club and the coaching staff expect the cooperation of the parents in supporting decisions made by the Coach. The parent is free to discuss with the Coach and the Trainer the reasons underlying such decisions at appropriate times and places, but such discussions should never be held on the fields, at games or otherwise in front of the Team. The Club understands and appreciates the emotions involved in youth sports at a highly competitive level, and appreciates the cooperation and understanding of the Parent in this regard.

The Club is committed to develop competitive soccer players and competitive teams. In such cases where multiple teams exist in one age group, it will be the goal of the club to develop these teams at various competitive levels to allow players to develop and play at the level that best suits their individual skill and maturity level and to advance through the ranks. Coaches, players, and parents may discuss the appropriate level for individual players, and the option for players to move between the Club's teams will be considered based on playing ability and coach evaluations. All discussions will be above board and with the knowledge of the affected coaches and team administrators. Team rosters will be considered frozen each year from July 31 through the end of State/National Cup. Extenuating circumstances will be considered during FC Valencia freeze periods and reviewed by the coach (es) involved as well as the executive Board. Any player transfers between FC Valencia teams will be done under CYSA rules and with the goal to cause the least amount of team disruption as possible. It is also the Club's goal to encourage players to play at their age level. "Playing up" will be permitted when by the coach's judgment that it is in the player's best interest as a skill development tool, or if no FC Valencia team exists at a younger level and the player makes the older team.

#### **5. SUSPENDING A PLAYER**

There are several reasons why a player may be suspended from practicing and/or playing, as follows:

1. Demonstrating poor sportsmanship or a lack of respect for authority, a teammate, a referee or an opponent;
2. Being a distraction to the Team/Coach/Club due to a poor attitude, lack of effort, or misbehavior;



3. Lacking commitment to the team as demonstrated, for example, by repeated late arrivals to or unexcused absences from practices and/or games/tournaments; and
4. Dishonesty when communicating with the Coach, Trainer or other Club personnel.
5. Any behavior that is deemed violent, such as, but limited to fighting, profanity and bullying.

There are also reasons why a player might have his/her playing time cut drastically due to his/her parent not following the policies as outlined in this Agreement. Those reasons include:

1. **Refusing to honor the payment schedule and financial obligation agreed to;**
2. Failing to facilitate his/her child's timely arrival at games and/or practices or prompt pickup thereafter; and
3. Not adhering to CYSA South, SCDSL and/or Tournament Etiquette rules.

## 6. COMPLAINT PROCEDURE

As with any large group of people, problems, concerns, and questions may arise over the course of the season. Most of these can be solved or answered through clear, open and dispassionate communication. If you need to resolve a question or to voice a concern or complaint, contact your Team Coach and/or Team Administrator AS SOON AS IT ARISES. If it is not resolved after meeting with the Team Coach and/or Team Administrator, the complaint should be addressed to the **Director of Coaching – Charles Martinez** ([CharlesM@FCValencia.com](mailto:CharlesM@FCValencia.com)); **Director of Soccer Operations – Justin Lundin** ([JustinL@FCValencia.com](mailto:JustinL@FCValencia.com)) and/or to the **Club Administrator – Mark Snyder** ([Mark@FCValencia.com](mailto:Mark@FCValencia.com)). If your concern is still not resolved after discussion with the Director of Coaching/Soccer Operations and/or the Club Administrator, the concern should be submitted in writing to the **President of the Club – Claudia Dunn-Martinez** ([ClaudiaM@FCValencia.com](mailto:ClaudiaM@FCValencia.com)), who will submit the concern as necessary to the executive Board or to the general Board. If necessary, either Board may call a meeting with the coach, player(s), and/or parent(s) to resolve the concern. To the extent possible, all team problems should be handled at the team level. The Board of Directors and your training and coaching staff would greatly appreciate your compliance and cooperation with this policy for the benefit of everyone. Failure to communicate your concerns in the proper manner may cause delay in addressing these concerns.

## 7. PARENT CONDUCT

Parents (except in their capacities as Club or Team Administrators, Coaches, Trainers) must not confront, argue, deride or abuse the referees or other game, field, league or tournament officials, or the coaching staff, parents or player of any opposing team. Parents are advised that at no time, whether before, during or after a game, are they allowed to confront a referee or a linesman involved in officiating that game. During warm-ups and games, all issues, disputes, questions, problems and comments should be directed to the Team Administrator, who will address it as appropriate to the Coach, Club Administrator, or an Officer of the Club. A violation of this prohibition may result in the ejection of the parent or of the coach from the game. If a coach is removed because of a parent's conduct, the result is the same as if he/she is removed for his/her own acts. The coach will be suspended for at least the following game, if not for a longer period of time (e.g., multiple games or for the duration of the tournament). Such a suspension will have monetary ramifications for the coach and/or the Team, which may be assessed by the Club Board to the parent(s) whose conduct



prompted the suspension. Repeated or flagrant violations by a parent may result in his/her child's dismissal from the Team.

**Parents must refrain from coaching the Players (including his or her own child) during the warm-up period or during the game. The coaching of players must be left to the Coach/ Assistant Coach/Trainer exclusively to avoid confusing the players and adversely affecting the Team's play.**

Under applicable CYSA Rules, except where the layout of the field requires a different rule, spectators must stay on their team's side of the field, and at least five yards behind the touchline. No spectators are permitted behind the goals. During the course of the game, Parents must follow the instructions of the Team Administrator, who is responsible for Team and spectator conduct on the sidelines, and must refrain from distracting the Coach.

While parents are encouraged to assist the coaches in recruiting qualified players for the Club, no parent is authorized to contact a player from one team in the Club or his/her parents for the purpose of recruiting the player to another team in the Club, or to make any statements to any player in the Club (other than his own child) disparaging that player's abilities or performance, his/her team's abilities or performance, or his/her coach's abilities or performance. Such contacts are considered to be in poor taste, ill advised, often insulting, and generally in violation of the standard of etiquette desired in the Club.

## **8. UNIFORMS**

The Club in its sole discretion approves all uniform brand(s), models, styles, colors, logos, numbering, size and placement, etc., for the coming year, and has informed the Team Administrators as to the approved process of ordering and pricing. It is the responsibility of each team and player to adhere to these approved club uniform policies. It is against club policy to alter the uniform to add names or for use with any team outside of the Club.

Uniforms, including two game jerseys and one pair game shorts, together with the corresponding warm-up gear and bag/backpack are the property of the Player. Each team will be responsible for ordering a sufficient number of conforming uniform kits consisting of a bag, two jerseys, shorts, two pairs of socks and warm-up gear at the beginning of the Term. Each new player, and every player on a team ordering new uniforms, will be required to pay in advance an amount equal to the purchase price of the uniform kit if new, or in an amount of the reasonable value of the uniform kit if used. Each Player is assigned a uniform which should be worn exclusively by the Player unless loaned pursuant to the request of the Team Administrator to another player, and worn only at games or as otherwise directed by the Coach or Team Administrator. The uniforms are not to be worn for practice. The Club will issue from time to time warm-up and training shirts to be worn to practices and for pre-game warm-up as directed by the Coach. It is anticipated that a uniform will last two years, so it is expected that a team will order new uniforms across the board every two years.

Socks, warm-ups, sweatshirts and other club gear issued to or purchased by the Player on an optional basis belong to the Player, not to the Club.

Player is expected to properly maintain his or her uniform. If Player's uniform becomes lost or damaged at any time prior to the retirement of the other uniforms by the Team, Player will be expected to bear the



expense of repairing or replacing the uniform. The expense of replacing a single uniform or component thereof may exceed the cost of a single uniform purchase as part of a multiple uniform purchase. The decision that a uniform needs to be repaired or replaced shall be within the sole discretion of the Coach.

## 9. TOURNAMENTS

Teams are expected to participate in at least five (5) other tournaments recommended by the Coach in conjunction with the Directors of Coaching and approved by the Team Parents. The Team will be allowed to participate in certain tournaments outside of the Club recommended tournament only after discussion with the Directors of Coaching/Operations. Most teams will enter more. Team budgets are based on a specified number of tournaments. Tournaments vary in price. Additional tournaments will be subject to team approval and additional charges.

## 10. ACCIDENTS

Soccer is generally considered a safe sport, however, youth participating in any athletic activity may suffer injury. Therefore, FC Valencia has established procedures related to injuries that should minimize their severity and inconvenience. If a player has sustained an injury in practice or during a game, the Coach and the player's parent(s) should be notified as soon as possible. If an injury appears serious enough to require a doctor, medical care should be sought immediately.

FC Valencia, through CYSA-South, maintains an Accident Reimbursement Plan that covers each registered player for an injury incurred while participating in scheduled games and practice sessions. This coverage is excess coverage; that is, it provides coverage for any medical bills not paid by other existing medical insurance carried individually by the family or through an employer's group policy. Reimbursement is not guaranteed. Each injury is evaluated on a case-by-case basis. **The Accident Reimbursement Plan or "excess coverage" must be filed by the parent within 60-days of the injury.**

## 11. INSURANCE INFORMATION POLICY COVERAGE

The registration fee that the Club pays for each player every season is used to register each player as an individual member of the United States Youth Soccer Association, the national governing body for youth soccer, of which FC Valencia is a member organization. The individual membership includes a supplemental insurance policy. It is NOT major claim coverage. It will pay a maximum for any player injury incurred while at or traveling to or from a FC Valencia sponsored practice, league game, tournament or other event. If a player does not have any personal medical coverage, the player or his/her parent may have to pay a deductible before the policy covers the player. If an injury occurs, be sure to report it immediately to both the team coach and the Team Administrator so they can follow up with the proper paperwork of the Club.

## 12. FUNDRAISING DEVELOPMENT

For purposes of Club fundraising activities, each Team will designate one (1) person, who is not the Team Administrator, to be that Team's Designated Fundraising Lead. The Designated Project Lead will be responsible for communicating and coordinating the fundraising events with the Club Fundraising Lead. This



will be needed immediately after the new teams are established to help plan for and coordinate the Team's participation in the Club's fundraising activities.

**Individual fundraising activities and sponsorship development by individual teams are allowed, subject to Board approval, without monetary limit. However, no team may design, fabricate, alter, issue or sell any clothing, merchandise or accessories incorporating the Club logo and lettering, or use the Club's name or any logo purporting to be associated with the Club, except as authorized by the Board. The Club logos and lettering styles are trademarks of the Club and any use thereof without a written license approved by the Board and signed by the Club President is strictly prohibited. While a team may solicit a sponsor, corporate or otherwise, to pay or subsidize the cost of uniforms, warm-ups, etc., the sponsor's name or mark may not be printed, embroidered or otherwise affixed to the uniform or other item of clothing without the approval of the executive Board.**

### **13. FAMILY PARTICIPATION**

The Team and the Club can only operate with the volunteer assistance of all parents. Accordingly, Parents are expected to volunteer time to the Club and to support the efforts of the Team and the Club. Parents are involved in administration as officers and directors of the Club, acting as Club administrative assistants (e.g., uniforms, fields, etc.) team administrators and treasurers of teams in the Club, and filling other critical volunteer positions involving securing permits, securing playing fields, procuring uniforms, making tournament arrangements and the like. Parents interested in becoming more involved at the Club level are encouraged to contact the Team Administrator about open positions and Board meeting dates. It is the responsibility of each Team to provide volunteers to staff the Club's committees, including the committees responsible for the procurement and maintenance of the Club's fields and facilities.

### **14. FINANCIAL HARDSHIP**

The Club is committed to providing the club opportunity to impact players who are financially unable to pay the full fees required of most other players. Team-based and team-managed scholarships funded by the other paying players or team fundraising gave way to team-based and team-managed scholarships.

Any player or prospective player who, due to financial hardship, is unable to pay the full fee required of each player may request to speak with the Head Coach regarding financial consideration. The Club does not maintain a fund to pay for scholarships, except as generated and distributed in connection with an annual club-wide fundraiser.

Certain guidelines continue to govern the determination of whether a scholarship should be awarded and, if so, in what amount and on what terms. It is contemplated that no player would ever receive a full scholarship and that everyone can pay something. The process of requesting and the determination of financial hardship consideration, its amount and its terms, and the implementation of the financial hardship consideration should be conducted in such a manner as to preserve as confidential the identity, and the fact, terms or conditions of any fee modification so as not to embarrass, humiliate or stigmatize any person. This process of implementing any fee modification must include the Coach and specific Board members as needed, who owes to the recipient the duties of confidentiality expressed herein. The recipient



must agree not to discuss the fact or the terms of any fee modification with any person other than the Coach, or the Directors of Coaching/Soccer Operations. In addition, the recipient must sign an Agreement setting forth the specific terms, conditions, payment amounts and payment schedule that he/she agrees to in consideration of the fee modification, and must commit to support the team and/or the Club in certain volunteer capacities as may be suggested/requested by the Coach or the Club's Directors of Coaching/Soccer Operations. The recipient's award may be subject to reconsideration, reduction or revocation if, during the term of this special agreement, it is determined by the Coach in conjunction with the Directors of Coaching/Soccer Operations that the recipient has not honored his/her commitment. A change in financial circumstances or the failure to reasonably participate in team and Club fundraising activities or otherwise to perform volunteer services as may be suggested may result in a scholarship not being renewed in future periods. If a player who was rewarded with a fee modification decides to leave prior to the end of the soccer club year that player/family is responsible for the value of the scholarship and any other monetary balance due before said player's card will be released.

#### **15. TERMINATION**

This agreement may be terminated by the Club upon written notice to the Player or Parent should the Player or Parent fail to meet financial obligations contained here within, or fail to comply with any material terms, conditions or covenants of this agreement. In no event shall any termination of this agreement limit or affect the liability of any party for any breach of the agreement that was theretofore committed by it.

#### **16. PUBLICITY**

All publicity and discussions with the press concerning the Team or the Club must be coordinated by the Team Administrator with the Club Administrator. Neither Player nor Parent should provide information for articles or otherwise engage in discussions with the press concerning the Team or the Club or any person participating in the Club's activities. Player and Parent hereby agree that the Club may use the name and image of the Player in press releases and publicity concerning the Club.

#### **17. WAIVER AND AGREEMENT NOT TO SUE.**

Player and Parent each acknowledge and agree that the Club is a not-for-profit corporation, that the officers and directors of the Club, including the Team Administrators who are all volunteers, and that their willingness to serve in these positions and to provide the benefit of their time and effort to the Club and to the Player is in reliance upon the agreements of the Player and the Parent as set out in this Agreement. Player and Parent each also acknowledge and agree that each of the coaches, assistant coaches, trainers, and each and every other member of the coaching staff is an independent contractor and not an employee or agent of the Club, and that the Club accordingly is not responsible for the un-authorized conduct of any such individuals.

In a diligent effort to secure and to preserve the safety and well-being of the Players, the Club requires that all its coaches, assistant coaches and trainers have age-appropriate licenses as required under CYSA-South rules, and that all coaches, assistant coaches, trainers and Club and Team Administrators submit to the Risk Management Program offered and conducted by and through CYSA- South and the SCDSL. Parents who drop-off and leave Players at practices and games and who leave to attend to their other concerns, do so at their own risk of not being present when their son or daughter may sustain an injury. Each Parent must sign a release and waiver regarding medical treatment so that if he or she is not available in the event of an injury to his/her child, appropriate medical assistance can be administered in his or her absence. Each team is required to institute a Mom-on-duty program for girls' teams or a Parent-on-duty program for



boys' teams to attend to the needs of the players during and following the practice until the players are picked-up and to safeguard the coach/trainer from spurious claims. The Club has instituted a "no parent - no practice" policy in this regard.

Player and Parent each hereby waive and release any and all claims, known or unknown, that they may now or in the future have against the Club, its officers, directors, agents, volunteers, employees or independent contractors, for any loss, damage or injury to property or to person, including, without limitation, any loss, damage or injury for emotional distress. Player and Parent acknowledge and agree that the Club is not responsible for the transportation of any Player, but understand that the Parents and Players may decide or agree amongst themselves and at their own risk to take advantage of carpooling arrangements to transport players. **Parents and Players are advised to exercise all due diligence in making travel and/or lodging arrangements with other players and/or their parents/custodians.** Player and Parent each hereby consents to and authorizes the transportation of the Player by officers, directors, administrators, members of the coaching staff, and by other parents, players or Club or Team volunteers, and hereby waive and release any and all claims that they may now or in the future have, known or unknown, for any loss, damage or injury to property or to person (including without limitation, any loss, damage or injury for emotional distress), incurred while in transit to and from games, tournaments, practice sessions and other Club events. Player and Parent also agree that they will not bring suit against the Club, its officers, directors, administrators, agents, volunteers, employees or contractors alleging or seeking recovery for any claim waived or released hereunder. The maximum aggregate liability of the Club and/or any one or more of its officers, directors, agents, volunteers, employees or contractors is limited to the amount of fees paid by or on behalf of said Player to the Club with respect to the Term. Parent, by executing this Agreement, is granting the releases, waivers and covenants not to sue set forth in this agreement both on behalf of themselves and on behalf of Player.

#### **18. REPRESENTATIONS REGARDING DATE OF BIRTH**

Parent and Player acknowledge that acceptance of this Agreement by the Club and the placement of the Player on the Team is subject to the provision upon request of either an original birth certificate or a valid passport. This requirement is not subject to waiver, either in writing or by any action or inaction, on the part of any representation of the Club.



**2014-2015 FC Valencia CODE OF CONDUCT CONTRACT  
ACKNOWLEDGMENT NOTES**

**This contract is valid May 1, 2014 thru April 30, 2015**

**(Keep this copy)**

As the parent/guardian responsible for \_\_\_\_\_ (“Player”), I/we hereby acknowledge that we have received and reviewed with Player the FC Valencia CODE OF CONDUCT CLUB AGREEMENT. I/We agree to abide by the Code of Conduct Guidelines to help FC Valencia achieve its stated goals and objectives. I/We understand and agree that as a volunteer organization, FC Valencia needs the active participation of each family and player if it is to successfully provide a positive atmosphere for players in development of their soccer skills and beneficial personality characteristics such as sportsmanship, dedication, commitment, respect for others, a strong work ethic and a sense of pride and self-worth.

Parent Initials\_\_\_\_\_

**MEDICAL RELEASE**

I/We hereby give my consent for emergency medical care prescribed by a duly licensed Doctor of Medicine or Doctor of Dentistry. This care may be given under whatever conditions are necessary to preserve the life, limb or well-being of my dependent.

Parent Initials\_\_\_\_\_

**TEAM COMMITMENT**

I/We understand and agree that a successful team requires commitment from all players to attend practices. If it is necessary to miss a practice, I/we will notify the coach or team administrator. I/We hereby agree to make the commitment to attend all team practices, games and tournaments absent any unavoidable conflict.

Parent Initials\_\_\_\_\_

_____ (Player signature)	_____ (Date of Birth)	_____ (Date signed)
_____ (Parent)		_____ (Date signed)
_____ (Parent)		_____ (Date signed)



**2014-2015 FC Valencia CODE OF CONDUCT CONTRACT  
ACKNOWLEDGMENT NOTES**

**This contract is valid May 1, 2014 thru April 30, 2015**

**(Return to Team Administrator)**

As the parent/guardian responsible for \_\_\_\_\_ (“Player”), I/we hereby acknowledge that we have received and reviewed with Player the FC Valencia CODE OF CONDUCT CLUB AGREEMENT. I/We agree to abide by the Code of Conduct Guidelines to help FC Valencia achieve its stated goals and objectives. I/We understand and agree that as a volunteer organization, FC Valencia needs the active participation of each family and player if it is to successfully provide a positive atmosphere for players in development of their soccer skills and beneficial personality characteristics such as sportsmanship, dedication, commitment, respect for others, a strong work ethic and a sense of pride and self-worth.

Parent Initials\_\_\_\_\_

**MEDICAL RELEASE**

I/We hereby give my consent for emergency medical care prescribed by a duly licensed Doctor of Medicine or Doctor of Dentistry. This care may be given under whatever conditions are necessary to preserve the life, limb or well-being of my dependent.

Parent Initials\_\_\_\_\_

**TEAM COMMITMENT**

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Parent Initials\_\_\_\_\_

_____ (Player signature)	_____ (Date of Birth)	_____ (Date signed)
_____ (Parent)		_____ (Date signed)
_____ (Parent)		_____ (Date signed)



## Liability and Medical Release Form 2014 – 2015

### **Liability and Medical Release**

I, the parent/legal guardian of the registrant, a minor, agree that I and the registrant will abide by all the rules of the Futbol Club Valencia (FC Valencia), its affiliated organizations, owners, and sponsors.

Recognizing the possibility of physical injury associated with soccer and sports activities in general and in consideration for FC Valencia accepting the registrant for its soccer club and activities, I hereby release, discharge and/or otherwise indemnify FC Valencia, its owners, its affiliated organizations and sponsors, their employees and associated personal, including the owners of the fields and facilities utilized for the activities against any claim by or on behalf of the registrant as a result of the registrants participation in the soccer club and/or training programs.

Full name of Soccer Club Player: \_\_\_\_\_

Date: \_\_\_\_\_

Parent/Legal Guardian: \_\_\_\_\_

Signature: \_\_\_\_\_

As a parent or legal guardian of \_\_\_\_\_, I hereby give consent for emergency medical care prescribed by a duly licensed Doctor of Medicine or Doctor of Dentistry. This care may be given under whatever conditions are necessary to preserve the life, limb or well-being of my dependent(s).

Signature of Parent/Legal Guardian: \_\_\_\_\_

Who to call in case of emergency: \_\_\_\_\_

Phone #: \_\_\_\_\_

Please provide any additional information necessary, medical or otherwise: