**PLAYER & PARENT AGREEMENT**

**NAME OF PLAYER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**ADDRESS OF PLAYER:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**NAME AND ADDRESS OF PARENT OR GUARDIAN:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **EMERGENCY CONTACT TELEPHONE NUMBER AND EMAIL:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

1. **INTRODUCTION**

Welcome to WATERLAND FOOTBALL CLUB (hereinafter referenced as “WFC”). WATERLAND FOOTBALL CLUB is the registered assumed name for WATERLAND FC LLC a limited liability company filed under the laws of the State of New York having its service address at c/o R. WILLIAMS, P.C., 11 BROADWAY SUITE 615, NY, NY 10004. It is the mission of WFC to provide a community based soccer club where kids can excel at the game of soccer, learn about the strength of team unity, and have the freedom to experience and grow from other sports and activities throughout the year.

To ensure a quality experience for everyone, it is important that each player and parent understand the philosophy of WFC as well as the rules and policies that guide our Club. It is also important that everyone shares the same high expectations for WFC coaching and our play.

1. **PHILOSOPHY**

WFC’s interest is the long-term growth and development of each player, including his/her growth in skills and development as a soccer player as well as his/her development as a person. Winning soccer games is important, but many times, there are other important outcomes such as WFC or team interests and player development which guide the decision-making for coaches and WFC leaders.

WFC’S Management and Manager of Coaching have a long-standing policy directing how decisions are made:

1. What is in the best interest of the Club, then;

2. What is in the best interest of a Team, then;

3. What is in the best interest of a Player, and then;

4. What is in the best interest of a coach or parent.

**EXPECTATIONS FOR PARENTS:**

1. Let the Coaches coach: Please leave the coaching to the coaches. This includes motivating, after game critiquing, setting goals, requiring additional training etc. You have entrusted the care of your player to the coaches and they need to be free to do their job. If the player has too many coaches, it is confusing for him and his/her performance usually declines.

2. Support the Program: Get involved and volunteer. We are a community based program and there are many ways to assist and become involved.

3. Support your child and be his/her biggest fan: Support your child unconditionally.

4. Support and root for all the players on the team: Teamwork is a key aspect of soccer. When a teammate is performing better than your son/daughter a learning opportunity presents itself. Your child’s teammates are not the enemy. Foster teamwork.

5. Encourage your child to talk with his/her coaches: Encourage your child to speak directly to their coaches when they are having difficulties during practices/games, need to miss a practice, etc. Taking this responsibility on will allow your child to assume ownership of their soccer experience and develop skills relevant outside the soccer world.

6. Understand and practice appropriate game behavior: Parents and Supporters are encouraged to cheer and support the players and team through praise and, most importantly, in a positive manner. Research shows that when parents and teachers work together a child tends to do better in school. The same applies in a soccer-learning environment and we want this to be true with your child’s experience at WFC. Please recognize the commitment the coach has made to your child and their team. Negative comments or body language directed towards the play, player, or team are unacceptable. Please refrain from making comments directed toward the opponent and/or referees. Please allow for ALL of the coaching towards the WFC players to come only from the WFC coaching staff. Do not give your child and/or their teammates instructions. This will only serve as a distraction and will not help the player succeed.

7. Monitor eating/sleeping habits, and your child’s stress level: Be sure your child is eating proper foods and receiving adequate rest. Keep an eye on your son/daughter to make sure they are handling stress effectively from the various activities/aspects of his/her life.

8. Keep soccer in proper perspective: Soccer is not the end all be all. If your emotions are strongly linked to you child’s performance, please evaluate and keep them in check. Your relationship with your son/daughter will continue well beyond their competitive soccer experience. Please ensure your goals and needs are kept separate from your child’s soccer experience. Remember that the game belongs to the players and the spectators are guests.

9. Have Fun!!!!

**EXPECTATIONS FOR PLAYERS:**

1. Play the game for the games sake, and not just to please my parents or coaches.

2. Be modest and generous when I win and gracious when I lose.

3. Respect the game of soccer and it’s laws. Learn these laws and try to follow them, and play the game fairly.

4. Work for the good of my team and give my best effort at all times.

5. Show respect for the authority of the referee, even though I will sometimes disagree with his/her calls.

6. Show good sportsmanship before, during, and after games. I understand that soccer is a game, and that the players on the other team are my opponents, not my enemies.

7. Conduct myself with honor, dignity, and treat other players as I would like to be treated.

8. Help my parents and fans understand the laws of the game so they can watch and enjoy the game better. I will be sure they understand that dissent is not permitted in competitive soccer clubs.

9. Control my temper and not retaliate, even if I believe I have been wronged.

10. Not use or possess tobacco, alcohol, or illegal or performance-enhancing drugs.

**WFC IN TOURNAMENTS AND SEASON:**

1. Choosing which tournaments to attend will be based on the level of the team and the goals of the team for the season or a particular time of year. These goals may range from player/team development (attempting to do their moves, trying out new formations and tactics, equal playing time, confidence building), to ensuring players are showcased for older ages and individual players’ development at the younger ages.

2. Some tournaments may involve major expenses and decisions that need to be made before the new season starts. The coach and manager should propose the season’s schedule and expenses to the parent’s of the team in a team meeting. Though, a team cannot be guaranteed entrance to a tournament(s), it is important that the parents and coach have a clear understanding what the season will look like from a travel and financial standpoint. In the team meeting, the parents should focus primarily on budgetary issues, while the coach’s input should come primarily from the technical side. The coach should consider the concerns from the parent group, especially when it comes to financial constraints. When a decision has been reached on the year the schedule needs to go to all parents. If a change is made later in the year, it should be done in a “timely‟ manner and only after all parents have been communicated to and had a chance to respond with concerns and/or support. It is recommended that this is done via a team meeting. When needed, the Coaching Director is there to provide guidance on all issues regarding tournaments and season.

3. During Semi-finals and Finals at tournaments (e.g., State Cup or regular tournaments), playing time will be at the sole discretion of the coach. Leading up to the Semi’s and Finals, it is the goal of the coach to include all players with sufficient playing time.

4. Please refer to Playing Time Policy for specifics regarding playing time requirements.

**PARENT-PLAYER-COACH COMMUNICATIONS:**

Please **follow the 48-hour rule**, if you have a problem with a player, parent, or coach. Give a problem two days to settle down before initiating communications. Often just waiting a day or two to digest the events, allows someone to put things into perspective. When a concern still exists, the player, parent, and/or coach should follow these steps:

**Discuss the problem with the Coach and/or Team Manager.**If not resolved then...

**Discuss the problem with the Competitive Program Director.**If not resolved then...

**Discuss the problem with the Board.**

1. Parents and players should feel free to communicate with the coach and ask questions but should do so at the appropriate time.

2. Players are encouraged to speak up and communicate for themselves at appropriate times.

3. Coaches are expected to communicate openly, honestly, and professionally with each player about their progress.

4. Player-coach and player-parent-coach conferences are encouraged at appropriate times during the year.

**\*If it is an emergency that cannot wait 48 hours, please contact the coach.**

Managers are the conduits of information; coaches are the decision makers. They will work together to keep you informed of team plans and changes to plans when they occur. Most managers will communicate with team members via email. E-mails should be used only to distribute factual information. They should not be used to air problems or to express opinions as they may be taken out of context. Please do not copy WFC Competitive Program Director, President, Board members, or the Director of Coaching, on e-mails as they will not respond to them. Managers should not use e-mail when an *urgent*message needs to get out to the team, as a telephone call is the preferred means of sending urgent messages. Managers will also make sure that team members that do not use e-mail are contacted in another, more appropriate way.

**FINANCIAL OBLIGATIONS**

Each player registering in WFC assumes a financial obligation: payment of Club registration fees of $1500 per child per season. One season consists of 72 hours of instruction and membership. This covers 9 hours per week offered in 3 sessions per week of 3 hours. WFC will post the scheduling for each child as agreed between the parents and WFC. Club registration fees will include (in all or in part) registration fees, insurance, trainer salaries for Goalkeepers/Strikers, facility rental fees, field expenses, league registration and referee fees. The fees also cover uniforms, equipment and other fees approved by WFC, for one playing season. However, the fees do not cover out of state tournament and travel fees. These additional fees will be determined by the team’s coach and WFC. Some teams may be required to pay the coaches’ travel reimbursement costs and miscellaneous team expenses directly.   In such instances where a team is responsible for reimbursement of coaches’ travel expenses families will be notified of such up front.

Fees can be paid with cash, credit or debit cards. WFC MAY AGREE A PAYMENT PLAN BASED UPON AN INDIVIDUAL EVALUTION OF THE NEEDS OF A PARTICULAR PLAYER. FURTHER, IN CERTAIN SITUATIONS, BASED UPON AN EVALUATION OF A PLAYER’S NEEDS, SCHOLARSHIPS MAY BE PROVIDED BY WFC AS DETERMINED BY WFC MANAGEMENT. ANY PLAYERS WHO RECEIVE SCHOLARSHIPS WILL BE RESPONSIBLE FOR TRANSPORTATION AND INSURANCE COSTS AS ADVISED BY WFC.

**PAYMENTS IN-ARREARS**

Should a player fall in arrears for WFC registration fee payments, the player may be suspended from play until all accounts are brought current. Further, being in arrears could subject the player to not having their pass released by the club.

**EXCUSIVITY - TRANSFERS**

**By signing this agreement, both the player and his/her parents agree that WFC has an exclusive right to train and develop player through the unique training methods used, developed and owned by WFC. By signing this agreement, player and his/her parents agree that WFC must consent to any transfer of said player to another club or team or academy at any time between the execution of this agreement until the child reaches the age of 20 years old or for 10 years after the execution of this agreement, whichever is longer. In the event the player transfers without the consent of WFC, then both player and his/her parents agree that WFC WILL BE DAMAGED and to pay a penalty in the amount of not less than 1 season registration fee of $1500 AND UP TO $15000 as liquidated damages as a result thereof.**

**REFUNDS**

Players may leave WFC and/or transfer ONLY upon approval by WFC management. In all cases, when a player leaves WFC prior to the end of the season, a checkout procedure with the Team Manager must be followed. WFC will consider, but not guarantee, a refund of registration fees based upon current Club refund policies. However, refunds shall not be made upon the basis of playing time, a change in coaching, opposing views with coaching decisions, discord between player/parent/coach, or alleged mistreatment of a player by a coach. A player is in good standing if he or she has met all financial obligations with the Club *and*their Team, and has also returned all Club uniforms and other Club items.

**WFC CODE OF CONDUCT**

As a player and parent, you are part of a team and a Club and your actions reflect not only upon yourself, but also on your team, the Club, and the rest of the Empire Soccer Club organization.

**Parents are expected to:**

* Conform to the rules established by your team and the Club, as well as for fields and parking;
* Arrive on time, as determined by the coach, and give coach timely notice if child will be late or going to miss;
* Avoid inappropriate behavior during practice, games, team or Club sponsored events, tournaments, and travel;
* Follow the Club’s Conflict policy with regards to the 48-hour rule;
* See that child attends practices, and games, and tournaments to which your team is committed;
* Abide by travel rules of the team or Club, including child attending team meals and team activities, traveling as a team, complying with team hotel room assignments, etc.;
* Treat your child’s teammates, members of the Club (including parents and family members), opponents, coaches, referees and other officials with respect, avoid foul or abusive language;
* See that care is given for child’s uniform, Club equipment, and all fields;
* Inappropriate behavior by parents or supporters may cause a game to be forfeited;

**Coaches are expected to:**

* Follow WFC’s curriculum;
* Provide at least one oral evaluation per soccer year/season.
* Set high standards for their own and their players’ conduct;
* Set team rules, including attendance rules, while fairly and equally applying these rules;
* Treat all players honestly, fairly, positively, and with respect;
* Be committed to helping each player develop soccer skills and game understanding;
* Communicate openly, honestly, and professionally with players and parents and in a “timely‟ manner;
* Represent WFC in a professional manner with any actions being beyond reproach;
* Avoid the use of alcohol and tobacco around the players;
* Act professionally at all times; and
* Abide by team and WFC rules.

 **TRAVEL POLICY**

WFC assumes no responsibility or liability whatsoever for travel associated with WFC training, practices, league or tournament play. Carpooling and other cooperative transportation arrangements solely involve players and parents. WFC is not involved in said travel arrangement nor is WFC in any way responsible for making such arrangements. Accordingly, parents and players who have reached the appropriate driving age as stipulated by the law, expressly agree to hold WFC, its managers, officers, directors, and employees, and agents, harmless from any and all liability stemming from, or arising out of, injuries or death related to the transportation of players to and from WFC training, practices, league, or tournament play. As for players driving, it is our recommendation that there should be no unaccompanied minors in a vehicle. As a player within WFC, travel outside of the county is anticipated and expected; and all players will be required to participate in every event unless injured. Travel rules for WFC include:

* Players and parents are expected to not smoke, drink alcohol, or use illicit drugs;
* Respect for fellow players, families, chaperones, and all others in authority;
* Respect for the property of others, including hotel property, etc. and respect for other guests and hotel staff;
* layers need to be accounted for at all times with either a parent, chaperone, coach, or other designated person;
* All movie selections at a hotel will be approved by the parent, chaperone, or other designated person;
* No costs will be levied against a room account without permission of a parent, chaperone, or other designated person;
* Curfew will be set by team coach, honored by all players, and supported by parents and chaperones;
* Team meetings, training, meals, and other activities set by the coach are mandatory and players are responsible for being punctual, with absence or tardiness limited to situations where prior permission has been given by the coach;
* Teams are expected to stay together in the same hotel whenever possible;
* If rooming assignments are necessary, players are expected to honor assignments made by the coach or manager;
* As representatives of WFC, decorum and manners are expected through the entire trip;
* Players are to travel as a team when instructed to do so;
* Players will not, under any circumstances, operate rental vehicles; and
* Dress requirements while traveling or at special events such as opening ceremonies at regional or national tournaments may be set and must be adhered to as instructed by the team coach.

 Additionally, families of WFC players are also expected to observe WFC travel rules and any other applicable or team specific rules while traveling and staying in hotels with WFC. Parents should be mentors and leaders for the players and teams!

**PLAYER UNIFORM POLICY**

WFC has standardized on single uniform kit for all Club Competitive teams. Players must wear approved WFC uniforms for all league, tournament, or cup events.

No team/club sponsor logos or names may be placed on uniforms.

**ADDITIONAL LEGAL PROVISIONS**

**Integration.** The parties acknowledge that this Agreement is the product of mutual efforts by the parties and their respective agents. This Agreement shall be interpreted neither more favorable in favor of one party, nor less favorably in favor of another party.

**Entire Agreement.** This Agreement constitutes the entire understanding of the parties and supersedes all prior discussions, negotiations, Agreements and understandings, whether oral or written, with respect to its subject matter.

**Modification.** No change, modification or waiver of this Agreement shall be valid unless it is in writing and signed by all the parties who are bound by the terms of this Agreement.

**Severability.** If any provision of this Agreement is held invalid, unenforceable, or void by a court of competent jurisdiction, this Agreement shall be considered divisible as to such provision, and the remainder of the Agreement shall be valid and binding as though such provision were not included in this Agreement.

**Benefits; Binding Effects.** This Agreement shall be binding upon and shall operate for the benefit of the parties hereto and their respective executors, administrators, successors, and assigns.

**Venue and Jurisdiction.** Should a lawsuit be necessary to enforce this Agreement the parties agree that jurisdiction and venue are waived and suit shall be brought in the Courts of New York.

**Notices**. Any notice, demand or other communication required or permitted by this Agreement must be in writing sent to the addresses stated at the beginning of this agreement and shall be deemed to sufficiently given when sent by United States mail or as follows:

if delivered by overnight delivery service or messenger or personally, when delivered, or if by first class post, 48 hours after posting, or if faxed, at the time of transmission, or if telexed or telegraphed, twenty-four hours after being dispatched by fax, telegram or telex; in every case addressed to the party at the address stated at the beginning of this agreement.

**No-Waivers.** The written waiver by any party of any other party's breach of any provision of this Agreement shall not operate nor be construed as a waiver of any subsequent breach, and the written waiver by any party to exercise any right or remedy shall not operate nor be construed as a waiver or bar to the exercise of such right or remedy upon the occurrence of any subsequent breach. All waivers under this Agreement must be in writing and signed by the parties hereto.

**Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

**Governing Law.** This Agreement shall be governed by the laws of New York as to all matters, including, but not limited to, matters of validity, construction, effect and performance.

**Counterparts.** This Agreement may be executed in two or more parts, each of which shall be deemed an original but all of which together shall be one and the same instrument.

**Facsimile Copy.** A facsimile or electronic copy of this Agreement and any signatures affixed hereto shall be considered for all purposes as originals.

**CONCLUSION**

Most minor violations of the Player and Parent Agreement should be resolved within the team, through the team manager and team coach. Serious or unresolved violations should be reported initially to the Director of Coaching, who may involve the Board, if deemed necessary. The Competitive Program Director will conduct a review of the situation and may present the findings to the Board of Directors, which will make the final determination of what action, if any, may be appropriate. If action is necessary, the available options range from a caution or warning, to requiring a personal apology, probation, service work, suspension from playing or attending games as the case might be, or as a final step, expulsion from WFC. If asked to leave the club, both a Parent and a Player may be asked or required to attend a hearing before the Board of Directors of the Club. As a participant, you are responsible for your own actions, and will be held accountable for them.

We acknowledge that we have had the opportunity to have any of these rules explained to us to our satisfaction. By completing the WFC registration Parents and Player agree to abide by the policies and rules in this agreement.

DATED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NAME OF CHILD:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NAME OF PARENT OR GUARDIAN:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE OF PARENT OR GUARDIAN:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ACCEPTED BY WATERLAND FC LLC BY:

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