

SouthCoast Panthers



PARTICIPATION AGREEMENT

For

All Midget Hockey & U19 Girls Teams

Whereas _____ having participated in evaluations/try-outs and been selected to HETLAND YOUTH HOCKEY ASSOCIATION, INC., dba SOUTHCOAST PANTHERS (hereinafter "SOUTHCOAST PANTHERS") Travel Team for the 2017/18 season, PARENT/GUARDIAN promises to pay SOUTHCOAST PANTHERS, P.O. Box 50162, New Bedford, MA 02745, in full at any time or in equal monthly installments according to the payment schedule listed below:

- Try-Out \$100 *non-refundable, non-transferable* and ONLY \$50 will be credited toward tuition once the Roster Spot Deposit is received
- Roster Spot Deposit \$250 *non-refundable* – due 2 days after the "Notification Period." (*Notification Period is defined as 5 days after evaluations*)
- 1st installment – Due April 30, 2017
- 2nd installment – Due May 31, 2017
- 3rd installment – Due June 30, 2017
- FINAL PAYMENT– Due July 15, 2017

Tuition discounts:

- Goalie Tuition: Full season: \$300
½ season: \$300
No goalie discount for Mite XI tuition
- Sibling discount: First non-goalie sibling pays full tuition
Any sibling that is not a goalie and plays on a full season South Shore Conference team will receive a \$100 reduction off that child's full tuition
No sibling discount applied to goalie reduced tuition
No sibling discount applied for ½ season tuition
No sibling discount applied for a Mite XI tuition

1. All Members MUST be paid in full **by JULY 15, 2017**.
2. If a member is **NOT** paid in full by **JULY 15, 2017** the player will not be allowed to participate in any SOUTHCOAST PANTHERS activities until their account is made current.
 - a) **PAYMENT:** If a Member misses a Monthly Installment Payment and becomes more than 15 days overdue, they will be provided a late notice by the SOUTHCOAST PANTHERS. If the Member does not make their account current based on the late notice within 7 business days after being given the late notice, the player will lose his/her spot on their team's roster and this will constitute a breach of this Agreement making ALL paid monies non-refundable. In addition, the PARENT/GUARDIAN agrees to be responsible for any and all costs of collection services incurred by the SOUTHCOAST PANTHERS, including any attorney and court fees. All late notices shall be in writing and shall be deemed given when a) mailed via first class mail or b) emailed. A \$30 fee will be charged for all dishonored checks. If a check is returned due to insufficient funds, the member must make their next payment and all future payments with a Bank Certified Check or cash. Tuition balances may be prepaid in whole without penalty.
3. **REFUND POLICY:** SOUTHCOAST PANTHERS hereby makes no guarantees on the final rosters, skill level of each team, on the final coaching assignments or the amount of playing time a player will get and therefore, no claim for refund may be presented on that basis. A PARENT/GUARDIAN may be entitled to a partial refund if the player has written documentation from a licensed physician stating that the player has to withdraw from the program because of an injury or illness. Tuition will be refunded according to payment schedule below (excluding the non-refundable payments):
 - a. **50% if before May 31 2017,**
 - b. **40% if before June 30 2017,**
 - c. **10% if before July 15, 2017,**
 - d. **0% after July 16, 2017**
4. The written documentation from the primary care physician must be given to the SOUTHCOAST PANTHERS's President before a deadline mentioned above in order to receive that specific percentage refund.
5. If a PARENT or PLAYER is suspended or removed from a SOUTHCOAST PANTHERS team due to a violation of the Player Code of Conduct or the Parent Code of Conduct, or for violating the USA Hockey rules, MA Hockey Rules or South Shore Conference rules, the PARENT or PLAYER will forfeit all monies paid to that date and no refund will be given.
6. **INFORMED CONSENT / HOLD HARMLESS:** SOUTHCOAST PANTHERS hockey is designed to serve participants in youth hockey. These interests can be competitive, recreational, or instructional in nature. SOUTHCOAST PANTHERS members participate in various activities including practice, instruction and tournament play. The undersigned acknowledges and agrees that serious injury, property damage, or other loss can result from the participation or association with the SOUTHCOAST PANTHERS hockey program. I give my permission for my child to participate in all SOUTHCOAST PANTHERS activities. I further realize that participating in the SOUTHCOAST PANTHERS program events may involve risks and dangers, both known and unknown, and have elected to have my child take part in these events. Therefore, I voluntarily accept and assume responsibility for all risk of injury, loss of life or damage to property arising out of training, preparing, officiating, observing, and traveling to or from, or in any way participating with the SOUTHCOAST PANTHERS program. I acknowledge that specialized experience and skills are necessary to participate in the SOUTHCOAST PANTHERS program and confirm my child does possess such experience and skills. I understand and agree to follow all safety precautions, safety policies required for participation. I furthermore agree to indemnify, hold harmless, release, discharge, and covenant not to sue SOUTHCOAST PANTHERS, its Staff, Advisors, Coaches, Agents, Board Members, other participants, officials, advertisers, sponsors and owners and lessees of the premises used to conduct these events from any and all liability as to any right of action that may accrue to me or my heirs or representatives for any injury to my child or loss that my child may suffer while participating in or associating in any way with the SOUTHCOAST PANTHERS program. I also grant permission for my child to be transported to local doctors, clinics, or hospitals in the event of any injury or emergency.

7. CHOICE OF LAW: This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts and under the jurisdiction of the New Bedford District Court for any disputes arising under this Agreement.
8. SEVERABILITY: In the event any of the terms, conditions of this Agreement, or the application of any such term, or condition shall be held invalid by any court having jurisdiction, all other terms and conditions of this Agreement and their application shall not be affected thereby, and shall remain in full force and effect unless the effect of such unenforceability has a material and disproportionately adverse effect on the benefits to be received by one party hereunder.
9. I have read all the above information including the Payment Terms, Refunding Policy, Informed Consent/Hold Harmless provisions, understanding its meaning and signing it voluntarily. This informed Consent/Hold Harmless is intended to be as broad and as inclusive as is permitted by the Commonwealth of Massachusetts and if any portion thereof is held invalid, it is agreed that the remaining sections of this Agreement shall continue in full legal force and effect.

PLEASE NOTE: IF THE PARTICIPANT IS UNDER THE AGE OF EIGHTEEN (18), THIS INFORMED CONSENT/HOLD HARMLESS MUST BE ACKNOWLEDGED AND SIGNED BY A PARENT/GUARDIAN. THE PARENT/GUARDIAN ASSUMES ALL RESPONSIBILITY FOR EXPLAINING THIS INFORMED CONSENT/HOLD HARMLESS TO THEIR MINOR PARTICIPANT AND ASCERTAINING THEY UNDERSTAND AND AGREE TO ITS INTENT.

I HAVE READ THE ABOVE STATEMENTS, UNDERSTAND THEM AND WILL COMPLY WITH ALL CONDITIONS.

Parent/Guardian Signature

SouthCoast Panthers Representative

Parent/Guardian Name

Date

Date

Player's Name

Street Address

City, State, ZIP

Cell Number

Email Address