



MAINE COAST SKATERS
ASSOCIATION

U-10 Tier III STORM

2018 – 2019

ALTERNATE

Player - Parent Agreement



This document constitutes a binding Agreement ("AGREEMENT") between _____ (the "ALTERNATE PLAYER") born on _____, as well as jointly and severally by the undersigned parent(s) or legal guardian(s) of the ALTERNATE PLAYER (collectively the "PARENT") and the Maine Coast Skaters Association hockey organization (the "CLUB") (collectively the ALTERNATE PLAYER, PARENT and CLUB are the "PARTIES"), for the 2018 - 2019 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, and as long as the ALTERNATE PLAYER is a member of the CLUB, the ALTERNATE PLAYER agrees to play ice hockey exclusively for the CLUB, with the exception of School sanctioned ice hockey teams.
2. The PARTIES acknowledge and agree that the ALTERNATE PLAYER IS ALLOWED to participate in other sports
 - a. The PARENT and ALTERNATE PLAYER agree that the ALTERNATE PLAYER will attend all on-ice practices, and team meetings organized by the CLUB, except when prevented from doing so for medical or other reasons which the CLUB, in its sole reasonable discretion, deems appropriate.
 - b. The PARENT and ALTERNATE PLAYER agree that the ALTERNATE PLAYER when called upon to fill the role vacated by a PLAYER either temporarily or permanently due to injury, illness or other unforeseen circumstances, will accept and attend said game/games organized by the CLUB, except when prevented from doing so for medical or other reasons which the CLUB, in its sole reasonable discretion, deems appropriate.
 - c. The PARENT and ALTERNATE PLAYER agree that the ALTERNATE PLAYER will attend all on-ice HOUSE HOCKEY games, organized by the CLUB, except when prevented from doing so for medical or other reasons which the CLUB, in its sole reasonable discretion, deems appropriate.
 - d. The PARTIES agree that if the ALTERNATE PLAYER is going to miss a scheduled practice, the head coach will be notified.
3. The PARTIES agree that the CLUB will provide each ALTERNATE PLAYER with quality playing time in games where the ALTERNATE PLAYER was invited to play in order to fill the role vacated by a PLAYER either temporarily or permanently due to injury, illness or other unforeseen circumstances. The ALTERNATE PLAYER agrees to compete to the best of their ability. The CLUB'S coach will have absolute discretion of which players will play during the last two minutes of any game.
4. The ALTERNATE PLAYER may participate in any and all games organized by the CLUB even when not invited to do so, with the caveat that the CLUB makes no guarantees of quality or any playing time in games where the ALTERNATE PLAYER was NOT invited to play in order to fill the role vacated by a PLAYER either temporarily or permanently due to injury, illness or other unforeseen circumstances.

5. The CLUB affirms it will not release or drop the ALTERNATE PLAYER from the roster unless: (a) the ALTERNATE PLAYER fails to adhere to any of the covenants of this AGREEMENT; (b) the ALTERNATE PLAYER or PARENT (or any guest or invitee of the ALTERNATE PLAYER or PARENT at any CLUB related function or event) exhibits behavior or citizenship, which the CLUB in its reasonable sole discretion deems inappropriate; (c) the ALTERNATE PLAYER violates any reasonable team rule which may be reasonably established by the CLUB; (d) the CLUB, in its reasonable sole discretion, determines that the ALTERNATE PLAYER'S participation constitutes a health or safety risk to the ALTERNATE PLAYER or to others. Notwithstanding anything to the contrary in the foregoing or elsewhere in this Agreement, the CLUB agrees that it will provide the ALTERNATE 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 ALTERNATE PLAYER or the PARENT, as the case may be, shall have a reasonable opportunity to cure such alleged breach. Such reasonable opportunity to cure shall not be less than seven (7) days.
6. The ALTERNATE PLAYER shall pay the CLUB a non-refundable tuition of \$ 150.00 ("TUITION") in addition to the required tuition for HOUSE HOCKEY for the 2018-2019 SEASON. The ALTERNATE PLAYER and/or PARENT are required to pay the additional ALTERNATE tuition in full by October 1, 2018. ALTERNATE PLAYER and PARENT both agree to pay the full TUITION regardless of whether or not the ALTERNATE PLAYER continues to play for the CLUB during the SEASON and regardless of the circumstances or conditions under which the ALTERNATE PLAYER is no longer able to play, including but not limited to: (a) the ALTERNATE PLAYER being unable to play for the CLUB due to any injury; (b) the ALTERNATE PLAYER voluntarily leaving the CLUB; and/or (c) the ALTERNATE PLAYER being released by the CLUB. The ALTERNATE PLAYER and PARENT both agree to pay the full TUITION if the ALTERNATE PLAYER voluntarily leaves the CLUB; and/or the ALTERNATE PLAYER is released by the CLUB for a disciplinary violation.
7. The ALTERNATE PLAYER agrees to be wearing the proper socks and jersey for all games.
8. 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 arbitration, if the PARTIES mutually agree to arbitrate, with any such arbitration to be held in Knox County, Maine, unless the PARTIES mutually agree otherwise.
9. 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.
10. The provisions of Sections shall survive the termination of this Agreement
11. The Release Agreement executed on this date is hereby incorporated in this Agreement
12. 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.
13. This document constitutes the entire agreement between the parties and can only be modified by a written agreement signed by the PARENT, ALTERNATE PLAYER, and by the CLUB.
14. Maine Coast Skaters Association will have a USA Hockey Code of Conduct for ALTERNATE PLAYERS AND PARENTS to sign to follow as a zero tolerance.

15. The PARENT and ALTERNATE PLAYER agree to allow the CLUB to take photographs, and video of the ALTERNATE PLAYER for the reasonable purpose designated by the CLUB. All photographs and video may be used in any reasonable manner designated by the CLUB for publicity and promotional purposes. All rights of any such photographs and video belong solely to the CLUB. Furthermore, The ALTERNATE PLAYER allows the CLUB the rights to use The ALTERNATE PLAYER'S name, nickname, and image and attributes as may be captured during any game play situation or action footage for publicity and promotional purposes.

16. The PARENT and ALTERNATE PLAYER understand that the CLUB does not provide any health or medical insurance other than what is provided by USA Hockey and that it is the responsibility of The PARENT and ALTERNATE PLAYER to obtain insurance for The ALTERNATE PLAYER at The ALTERNATE PLAYER / The PARENT's expense.

17. For purposes of this AGREEMENT, notice shall mean written notice either delivered electronically, or by mail to the parties as follows:

ALTERNATE PLAYER or PARENT Parent(s): _____
Alternate Player: _____
Address: _____

Telephone: _____
E-mail: _____

THE CLUB

Maine Coast Skaters Association
PO BOX 1166
Rockport, ME 04856
communications@mainecoastskaters.org

The undersigned have read and understood all of the preceding paragraphs of this AGREEMENT and agree to all the terms and conditions of this AGREEMENT.

ALTERNATE PLAYER: _____

Print Name

Maine Coast Skaters Association

Signature: _____

By: _____

Date: _____

Name: _____

Title: _____

PARENT: _____

Relationship: _____