**CHERRY CREEK HOCKEY CLUB**

**PARENT-TEAM GUARANTY AGREEMENT**

**GUARANTY OF PAYMENT**

The undersigned, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_(collectively “Parent”), are the parents of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Player”).

Our address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Parent has carefully reviewed the Player-Team Contract (“Contract”) between Player and the Cherry Creek Hockey Club (“Team”) and understands the terms of the Contract, including Player’s financial obligation under the Contract. Parent guarantees unconditionally the prompt payment of all fees and costs assessed to Player by the Team for Player’s participation in the Team’s hockey program, as set forth in the Contract, when such fees and costs become due, whether at maturity, by acceleration, or otherwise.

Parent further agrees to pay all costs and expenses, including attorney’s fees, incurred in the collection of fees and costs under the Contract and in the enforcement of this guaranty. No delay in the enforcement of the payment of such fees and costs, and no delay or omission in exercising any right or power under the Contract executed between Player and Team, shall affect Parent’s liability. The liability of the undersigned on this guaranty shall be direct and not conditional or contingent on the pursuit of any remedies against Player. Parent expressly waives presentment, protest, demand, notice of dishonor or default, notice of acceptance of this guaranty, and notice of any kind with respect to the performance of the obligations under the Contract. Parent consents to be bound by all the terms and provisions of the Contract.

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BY FIRST PARENT: BY SECOND PARENT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent’s Printed Name Parent’s Printed Name

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

Parent’s Signature Parent’s Signature

BY CHERRY CREEK HOCKEY CLUB:

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

Board Member Signature

**CHERRY CREEK HOCKEY CLUB –**

**PARENT AGREEMENT, WAIVER AND RELEASE**

**AGREEMENT, WAIVER & RELEASE**.

I understand that playing Hockey for the Team involves a risk of injury and accidents due to the inherent danger of the sport. Knowing these risks, I am permitting Player to assume all such risks and agree that Player may participate on the Team.

On Player’s behalf, I forever discharge and hold harmless the Team, its coaches, volunteers, officers and directors from any and all liability that may arise from the negligence or carelessness on the part of the Team or the persons listed above in connection with games, practices, travel, or other activities related to Player's participation with the Team.

Parent expressly consents for any Team manager, coach or board member to give consent to reasonable and necessary medical and/or surgical treatment by any licensed physician or hospital for Player if Parent cannot be reached within a reasonable time because of absence or otherwise. Such consent may include, but is not limited to, administration of anesthetics, diagnostic studies, blood transfusions, injections, medications and/or surgery. Parent agrees to pay all fees and costs incurred for Player’s medical and/or surgical treatment, whether consent is provided by Parent or any of the above-referenced individuals.

I have read and understood the contents of this Agreement, Waiver & Release. I am aware that this document is a contract between myself and the Team. I am signing this document of my own free will and without duress, threats or coercion.

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BY FIRST PARENT: BY SECOND PARENT:

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

Parent’s Printed Name Parent’s Printed Name

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

Parent’s Signature Parent’s Signature

BY CHERRY CREEK HOCKEY CLUB:

Jeff Mielnicki/President/Director

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

Board Member Signature

**CHERRY CREEK HOCKEY CLUB**

**PARENT-TEAM CONTRACT**

This contract is entered into between the Cherry Creek Hockey Club (“Team”), whose business address is 7568 Halleys Dr. Littleton, CO 80125 and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Parent”), whose residential address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

In consideration for the Team permitting \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Player”), who is a minor child on the date this contract is executed, to participate in its hockey program, Parent agrees to the following:

Parent understands that the Team’s hockey season will take place from approximately August 6, 2018 to March 15, 2019. Parent agrees that Player shall make a commitment to play for the Team for the full duration of the above-referenced season.

Parent has been informed that the estimated fees and costs assessed for Player’s participation on the Team are $1950.00. Parent understands that these fees and costs are non-refundable in the event Player is suspended from the Team or voluntarily terminates participation prior to or during the season. Parent agrees to make timely payment of all fees and costs set forth herein. Additional payments for off-ice training costs will be billed separately.

In the event there are any travel, lodging or meal costs for Player which are above and beyond the assessed fees and costs to participate on the Team, Parent agrees to be solely and separately responsible for payment of all such costs.

If Parent does not timely pay the fees and costs owed to Team, Team may seek to enforce the terms of this agreement through legal means. If Team is forced to incur fees and costs in an effort to collect on amounts owed by Parent to Team, Parent specifically agrees to pay all legal fees and costs incurred by Team.

Parent understands that unless specifically purchased by Parent prior to or during the season, all uniforms and equipment shall be the Team’s property and shall be promptly returned at the conclusion of the season. All uniforms and equipment in Player’s possession during the season shall be returned in good condition. Parent agrees to reimburse Team for the full replacement cost of any damaged equipment or uniforms and any equipment or uniforms that Player does not return to the Team.

Parent understands that minimum playing time is not guaranteed for Player.

The parties agree that this agreement is intended to be a binding contract on the parties and that if any provision of this contract is deemed unenforceable by a court, the remaining portions of this contract shall be enforceable and binding on the parties.

The parties agree that this contract shall be governed and interpreted by the laws of the State of Colorado and that any legal disputes shall be brought by the parties in a court of competent jurisdiction in the State of Colorado.

Prior to signing this document, Parent has read the agreement in its entirety. Parent is signing this agreement of their own free will and not as the result of any coercion, promises or threats. Parent is not under the influence of any drugs or alcohol that might impair their ability to understand the terms of this agreement.

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BY FIRST PARENT: BY SECOND PARENT:

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

Parent’s Printed Name Parent’s Printed Name

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

Parent’s Signature Parent’s Signature

BY CHERRY CREEK HOCKEY CLUB:

Jeff Mielnicki/President/Director

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

Board Member Signature