

W.A.R. Athletics
(We Ain't Reinforcements Inc.)

Thank you for being a part of W.A.R. Athletics basketball program. We look forward to working with you and your child(ren) this season. Your help is necessary to make this season successful for your child(ren). Please read the policies below and sign and return your agreement page.

The sections listed below contain information that must be understood and agreed upon by the parent(s)/legal guardian(s) of the child identified in this document as "child", "player", and "athlete". Collectively, these sections form the binding contract between W.A.R. Athletics and the parent(s)/legal guardian(s), indicated the intentions of the child, parent(s)/legal guardian(s), and W.A.R. Athletics to operate under the agreements within this contract. This document shall be signed and retained on record by W.A.R. Athletics before the child may participate on any team during any tournament within the organization.

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1 INSURANCE REQUIREMENTS

Participation in organizations that require physical activity is not without risk, and we want to be sure that you have the information needed to assist your child with the decision to play and the means to stay healthy during his/her athletic experience.

All Children participating in W.A.R. Athletics should have primary insurance coverage. Athletes and the Parent/Guardian of athletes are required to sign a waiver of insurance/accident responsibility (see attached) before the player is eligible to practice or play for W.A.R. Athletics. This waives responsibility of W.A.R. Athletics' coaches, board members, and President in the event your child is injured while participating in sporting activities.

- You (parent/guardian) must inform the athletic coach and President immediately of any injury sustained while participating in activities associated with W.A.R. Athletics programs. Associated activities include but are not limited to tournament games, scrimmage games, and W.A.R. directed practices.
- You (parent/guardian) must provide a doctor's statement of release to the coach after any accident for which a visit to a medical facility is required. This statement must include instructions as to whether and/or when the child can continue to play with the organization.

We appreciate your assistance in terms of providing adequate coverage for accident or injury for your child. Parents/Guardians must sign the disclaimer form attached to the handout. The child included in this document will not be allowed to participate in athletic activities without this form being signed.

2 ATTENDANCE POLICY

The player agrees to participate fully and diligently in all Team practices, games, and team-related activities. Regular attendance in practices is essential to your child being successful in this program. We plan to have two planned practice days per week. These practices will not conflict with regular school schedules and generally will not occur during graduation ceremonies, school-related testing session, etc. Additional practice may be called as needed prior to scheduled events.

If your child is unable to attend a regularly scheduled practice, you or your child must notify the appropriate team coach or team leader in advance of the start of that practice via one of the contacts provided. Missed practices may result in change of starting status; multiple missed practices and/or failure to notify appropriate staff in advance may result in a reduction or loss of playing time at a particular event.

Players should arrive to game site no later than least 30 minutes prior to the start of the game to participate in group warm-up activities and game preparation. This benefits both players and coaches. Poor attendance makes game planning difficult. Habitual tardiness and/or absenteeism to both games and practices may result in impact on playing time regardless of the players position in the team roster.

3 COST OF PARTICIPATION

3.1 Team Participation

The cost of team tournament participation is included in the registration fee paid by each player. This cost will cover at least 10 tournaments, half of gyms fees covering 2 practices per week, and general office type expenses possibly needed in support of running the organization (i.e. website subscription, equipment, and meetings). Any additional tournament fees will be split amongst the team and if possible, collected two weeks prior to tournament. Additional gym fees that are not covered in registration are due at or before scheduled practices. Total cost for players will be \$900. This amount is inclusive of the \$175 game uniform cost.

3.1.1 Payment Arrangement

If desired, payments can be made in 6 installments. The first payment in the amount of **\$250** is due by the end of the week following the communication to parents/legal guardian of the athlete making the team or by the first practice, whichever comes first. The 2nd payment will be due the 1st day of the following month. This same payment schedule will continue until the balance is paid.

This first payment covers the cost of the uniform and the 1st months payment. Please note that a delay in the first payment will inherently result in a delay in the purchase of uniforms, and delays in subsequent payments will affect team and individual participation in tournaments. The remaining payment breakdown is as follows:

- Payment 2 - \$130
- Payment 3 - \$130
- Payment 4 - \$130
- Payment 5 - \$130
- Payment 6 - \$130 (final payment)

Any special payment arrangements other than those defined in this section must be discussed in advance with the treasurer and W.A.R. Athletics President.

3.1.2 Payment Methods

Payments can be made by cash or money order, PayPal, or CashApp; no checks are accepted unless it is a cashier's check. Links to PayPal and CashApp can be accessed on the organization website: <https://war-athletics.org/w-a-r-payments>.

3.2 Refunds

No refunds will be provided for any tournaments that your child may have missed, and your child will be unable to play if appropriate fees are not received two weeks prior to any tournament date. No tournament fees will be collected after that time.

If for some reason a child is unable to complete a season due to reasons out of their control (i.e. illness, moving, etc., documentation is required), a prorated credit will be assigned for the following year. Any other arrangements must be discussed with the W.A.R. Athletics President and Treasurer.

3.3 Additional Costs

Additional Costs are those costs which are not covered by the those mentioned in section 3.1. Gym fees for practices beyond the 2 per week, special tournaments, and/or out-of-town tournaments will require additional parent contribution for added expenses, including but not limited to room/board and food. Additional costs may also include team shirts or swag that may be desired throughout the season.

There should be an expectation that there are entrance fee charges for parents and other relatives/friends who attend tournament games, which may range from \$10-\$25 per day for regular tournaments; entrance fees for national tournaments are higher. If offered, weekend passes for multiday tournaments will cost more. Notification of such additional costs will be provided in advance of the date which the funds are needed to cover the additional costs.

Food and drinks are generally available onsite at reasonable costs; outside food or drinks cannot be brought inside tournament venues. The entry fees and concessions prices are determined by the organizations hosting the tournaments and not W.A.R Athletics.

4 FUNDRAISERS/ADDITIONAL PRACTICES

Throughout the tournament season, W.A.R. typically sponsors 3 or more fundraiser activities. The intention of the fundraisers is to assist in offsetting the costs above what may not be covered by the amounts stated in section 3 above. This aids in keeping the overall out-of-pocket costs down for each participant.

There are requests for the family each team member to volunteer in at least (3) fundraising events per season. To promote participation in the fundraiser events, athletes and family can earn rebates that can be applied toward the seasonal fees described in section 3. If you have a certain circumstance that arises, please speak with a Team Mom, Coach, or W.A.R. board member, prior to the event. Requests for donations toward concessions during tournaments is typical although not required. Typical fundraiser activities that W.A.R. Athletics conducts are:

- Dinner Plate sales
- Gift Basket Auctions
- Popcorn Sales
- Buy-A-Square Fundraiser

There shall be no fundraising events or additional practices scheduled without prior consent and approval by the W.A.R. President. Any such activities will result in disciplinary action, including non-participation in tournament events or removal from the W.A.R. Athletics basketball program. The purpose of this clause is to maintain awareness of all W.A.R. related activities.

5 CONDUCT

All members of W.A.R. Athletics basketball program, family members of said members, and coaches must display acceptable conduct during team activities and when wearing official uniforms of the organization. This includes, but is not limited to, practice, all tournaments, and on social media.

Disorderly conduct with teammates at practices and at official events may result in loss of playing privileges at tournaments and depending on severity, may result in disciplinary action, including by limited to: 1) Suspension from games or practices, 2) Loss of playing time, and/or 3) immediate expulsion from the program.

The expectation is that each player, their respective family members and friends, and W.A.R. Athletics coaches always conduct themselves with respect and sportsmanship towards teammates, coaches, officials, opponents, and spectators at all times.

6 ATTIRE

Attire during practice and tournament participation is crucial with perhaps the most important reason being the need to ensure the safety of the athletes. Also, athletes will always be wearing attire that has the organization name displayed in multiple places. W.A.R. Athletics expects all participating athletes to represent the organization well when doing so. All Athletes are expected to abide by the rules of attire. W.A.R. Athletics coaches will be held to the same expectations.

- Full and correct uniform will be worn during the games unless directed otherwise
- Tattoos must be covered during the game and uniforms should be clean.
- No earrings or jewelry will be allowed on the court.
- Proper footwear is required while participating in on the court activities including practices, games, and shoot-arounds; with the purpose of reducing potential injuries due to improper footwear.

7 Termination

This agreement may be terminated by either party upon twenty [20] days written notice to the other party for any of the following reasons:

- Material breach of this Agreement by either party.
- Player's conduct that is detrimental to W.A.R. Athletics or the sport

8 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

9 Entire Agreement

This Agreement constitutes the entire agreement between parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.

10 Severability

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain full force and effect.

ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM AND CONTRACT

Parent's name: _____
Child's name: _____
Address: _____
Birthdate of Child: _____

I _____ hereby assume responsibility of any risk my child may incur from participating in activities of W.A.R. Athletics basketball.

I certify that my child is physically fit for participation in these types of activities and has not been advised not to participate by any qualified medical professional. I certify that there are no health-related reasons or problems which preclude my child's participation in this activity.

I acknowledge that this will be used by the event holders, sponsors, and organizers of the activity in which my child participates and that it will govern my actions and responsibilities at said activity.

I hereby take responsibility for having or obtaining the appropriate insurance for my child.

- A. I WAIVE, RELEASE AND DISCHARGE W.A.R. Athletics from any and all liability resulting from travel to and from athletic events and participation in these events.
- B. I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in the below paragraph from any and all liabilities or claims made as a result of participation in this activity, whether caused by negligence or release or otherwise.

I acknowledge that W.A.R. Athletics and its president, officers, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts or failures to act of any party or entity conducting a specific activity on their behalf.

I acknowledge that this activity may involve a test of a person's physical and mental limits and carries with it the potential for death, serious injury and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, lack of hydration, and actions of other people including, but not limited to participants, volunteers, monitors, and/or producers of the activity. These risks are not only inherent to participants but are also present for volunteers.

I hereby consent to for my child to receive medical treatment in the event of an emergency which may be deemed advisable in the event of an injury, accident, and/or illness during this activity.

I understand while participating in the is activity, my child may be photographed. I agree to allow his/her photo, video, or film likeness to be used for any legitimate purpose by the activity holders, producers, sponsors, organizers, and assigns.

The Accident Waiver and Release of Liability Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

THE PLAYER/CHILD AND PARENT/LEGAL GUARDIAN ACKNOWLEDGE THAT THEY HAVE READ AND FULLY UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT AND AGREE TO BE BOUND THERBY. I AM AWARE THAT THIS IS A RELEASE OF LIBAILITY AND **A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.**

Parent/Legal Guardian Signature: _____ Date: _____

Player's signature: _____ Date: _____

Team Representative signature: _____ Date: _____