

GRAY DUCKS TERMS AND CONDITIONS AS OF 08/17/2022

All persons entering the premises of Gray Ducks Athletics LLC (dba Gray Ducks Soccer) release and discharge Gray Ducks Soccer, its employees and agents from any claim, suit, demand, expense or cost in respect of any injury or illness arising out of or in connection with their participation in activities at the premises. I understand in attending the soccer program and using the facilities I do so at my own risk. Gray Ducks Soccer, and its employees and agents, shall not be liable for any damages whatsoever arising from any personal injury or property loss sustained by participant and my family in or about any programs on the premises.

I acknowledge that I am aware of the risks inherent in participating in soccer (both practice and competition); that soccer is a physical sport which can require considerable running, starting, stopping and physical exertion; and could potentially lead to limb injuries; possible permanent disability and death. Participants assume full responsibility for all injuries and damages which may occur in or about any programs on the premises and I do hereby fully and forever release, discharge and hold harmless Gray Ducks Soccer, all associated facilities and its owners, employees and agents from any and all claims, demands, damages, rights of action, present or future resulting from or arising out of any person's participation in any programs or use of its facilities.

USE OF FACILITIES

Players and Spectators use our facilities at their own risk, Gray Ducks Soccer, its parent or any affiliates do not accept responsibility for any injury or loss from the use of our facilities. The use of our facility is subject to the following:

- Climbing on Fencing and netting structures is strictly prohibited.
- No alcohol, tobacco, food, spitting or chewing gum is allowed on the pitch.
- Glass Bottles are not permitted on the premises – for general safety.
- Smoking is strictly prohibited within 500 feet of the facility and any other area within the facility.
- Intoxicated persons will not be allowed to play.
- Children under 18 are not allowed to participate at any time. Children on site under the age of 18 must be supervised at all times.
- Players must vacate the pitch by the end of their allocated time without exception.
- No "commercial activities" of any/all forms are permitted at Gray Ducks Soccer functions other than those conducted by Gray Ducks Soccer, unless otherwise authorized by Ryan Adams of Gray Ducks Soccer in writing.
- These rules may be added to at any time at the discretion of the club administrator or affiliated party without notice. And these rules are subject to change.
- Gray Ducks Athletics LLC reserve the right to eject any persons from the facility without refund to those who do not adhere to these terms. Officials on site are empowered under these terms to eject any person they deem necessary to.

PAYMENT TERMS AND CONDITIONS

The competition is conducted by Gray Ducks Soccer, who procures team spaces within third party leagues and providers, and provides the service of consulting and administering personal services to participate in fitness programming typically by way of playing in an activity such as soccer. Gray Ducks Soccer requires pre-payment of 25% of total estimated costs at time of registration, and the balance is due within the 10 days of notice due for payment, unless you express in writing and receive approval to

pay at a later date. There are no refunds guaranteed. Participants who've committed to a team in writing and cancel within 30 days prior to the first match are liable for up to 100% of total costs. Participants commit to notify team managers of absences with 72 hours or greater notice. Notices provided under 72 hours are subject to playing time penalties, monetary fine or removal from the team without refund. Participants who fail to notify team management of absences or cancel the same day are subject to 1 game suspension for their first offense. Repeat offenses are subject to removal from the team without refund. A team manager can alternately opt to issue a monetary fine. This rule is in place to prevent injury to others due to not having enough players to provide opportunities for breaks. Participants may incur a 5% processing fee when using credit cards, or third party sites such as Paypal to provide payment. Fees for processing are not calculated in the dues unless otherwise noted. If any part of these Terms and Conditions is held to be illegal or otherwise unenforceable, such part will be excluded to the extent necessary and the remainder of the provisions will still apply.

COMPETITION CODE OF CONDUCT

When you compete in our leagues, it is a condition of entry that you behave in a manner appropriate. Gray Ducks Soccer values the atmosphere we have created and operate in; whilst we are aware that we conduct a business which involves competitive activity, we believe it is important for this to be played out in a healthy, safe and enjoyable environment. Our key drivers for the staff, players and spectators are based on Respect, Dignity and Responsibility to create the Gray Ducks Experience. Therefore we will not tolerate the following:

- Any discrimination shown towards another person. Acts of discrimination will be handled sternly and may result in a monetary fine, suspension or expulsion without refund.
- Consumption of alcohol before or during a match, and intoxicated peoples on the grounds.
- Unreasonable descent towards the referee, in a physical, verbal or visual manner.
- Abuse to another person at the venue (referee, other player, spectator or staff member) both verbal, or physical.

PRIVACY POLICY

- We collect personal information on all participants — players, coaches, and other volunteers — as needed to administer our programs. This information may be shared with our governing organizations, sponsors and affiliates, or as required by rules and procedures of partnering organizations.
- Gray Ducks Soccer may provide data on our participants to third party providers if such date may progress the mission and activities of Gray Ducks Soccer. Any member may elect to have his/her name omitted from such lists by sending a response to ryan@grayduckssoccer.com.
- We offer the option of paying registration fees by debit, credit card and several other digital solutions. We use Quickbooks, PayPal, Venmo, Google Wallet, Facebook, and other third parties as our payment agent. Gray Ducks Soccer does not have access to any credit card numbers at anytime as we defer and process all payments using third party processors.
- Photos of Gray Ducks Soccer games and activities may be posted on our website or used in other publications. In such cases, they may include players' names or other identifying information unless the participant is under the age of 18. Any member may elect to have their photo omitted from such publication by sending a request to ryan@grayduckssoccer.com.

WAIVER/RELEASE FOR COMMUNICABLE DISEASES INCLUDING COVID-19

In consideration of being allowed to participate on behalf of Gray Ducks Athletics athletic program and related events and activities, the undersigned acknowledges, appreciates, and agrees that:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases. If, however, I observe and any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS (insert name of sports organization) their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("RELEASEES"), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

PLAYER CHARTER

Gray Ducks Soccer strives to provide safe spaces for LGBTQIA individuals in sport. We are committed to providing an experience that affirms the dignity and value of all individuals without regard to age, race, ethnicity, national origin, religious or spiritual beliefs, sexual orientation, gender identity, gender expression, socioeconomic status, physical or mental abilities, size, appearance, or any other basis for exclusion. In pursuit of these efforts, all members of the organization are expected to adhere to the following. "As a community athlete I will..."

1. Be responsible for timely notification of my upcoming availability at least 72 hours in advance to game time.
2. Be responsible for the timely payment of all playing fees and associated costs.
3. Be responsible for having the correct and safe playing equipment for the safe playing of soccer (clothing, shin-guards, molded cleats, etc.).
4. Be responsible on match day for:
 - a. My correct time of arrival at the pitch-side.
 - b. Having a respectful and courteous behavior to my opposition and referees.
 - c. Bringing an alternate change of kit to my match (gray or white shirt).
5. Be responsible for my personal discipline on and off the pitch.
6. I will encourage friends and family to come spectate, however I will not invite other players to come play without the explicit approval of the team manager.
7. I will not stay and play after my game for another club when they are facing another team affiliated with Gray Ducks Soccer. The exception is when this has been planned 48hrs or more in advance or given prior approval by the Club Director.

8. Treating the playing facilities with respect and not undertaking activities that might be offensive.
9. Support club events for the further benefit of our club, or it's mission.
10. Pledge to lead my athletic community to respect and welcome all persons, regardless of their perceived or actual sexual orientation, gender identity or gender expression.
11. Do my part to promote equality and equity in and out of sport.

Failure to abide by this charter may result in loss of playing time by temporary or permanent suspension from Gray Ducks Soccer. Alternatively, a monetary penalty may be presented. Appeals can be made to the Club Director, Ryan Adams, and the final verdict is his alone. A committee of peers may be utilized to aid in this decision, however it is not required that the Club Director do so.

Thank you for making the Gray Ducks an amazing space for community, sport and living life to it's fullest on and off the pitch.