

## **Gray Ducks Disclaimers: Update June 01, 2020**

### **Liability and Insurance**

All persons entering the premises of Cities Sports Connection, Minneapolis Parks and Rec Board, Soccer Blast, Gray Ducks Soccer or Ryan Adams release and discharge Ryan Adams and Gray Ducks Athletics, 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.

WAIVER/EXCLUSION CLAUSE (please read carefully) By registering with Ryan Adams for Gray Ducks Soccer, I understand that in attending the soccer program and using the facilities I do so at my own risk. Ryan Adams, 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 Ryan Adams, 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. All persons entering the premises of Cities Sports Connection, Minneapolis Parks and Rec Board, and Ryan Adams accept responsibility for any injury or illness arising out of or in connection with their participation in activities at the premises.

### **Use of the facilities**

Players and Spectators use our facilities at their own risk, Ryan Adams, 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 anytime. 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.
- Ryan Adams, Cities Sports Connection, and Minneapolis Parks and Rec Board 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.

- No “commercial activities” of any/all forms are permitted at Ryan Adams or Gray Ducks Soccer functions other than those conducted by Ryan Adams or Gray Ducks Soccer, unless otherwise authorized by Ryan Adams in writing.
- These rules may be added to at any time at the discretion of the club administrator or affiliated party.
- No Animals, other than Certified Guide Dogs, are permitted on the premises of Ryan Adams, Gray Ducks Soccer, Cities Sports Connection or Minneapolis Parks and Rec Board facilities.

### **Competition Terms and Conditions**

1. The competition is conducted by Ryan Adams who procures team spaces within third party leagues and providers.
2. Ryan Adams requires pre-payment of 25% of total costs at time of registration, and the balance is due 10 days prior to the first game of the season, unless you consent to earlier payment. There are no refunds guaranteed. Participants who've committed to a team in writing and cancel with under 10 days prior to the first match are liable for up to 100% of total costs.
3. 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. Participants who fail to notify team management of absences or cancel 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.
4. 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.
5. Participants may be liable for a 4% processing fee when using credit cards, or third party sites such as Paypal to provide re-payment of soccer dues. Fees for processing are not calculated in the dues unless otherwise noted.

### **Competition Code of Conduct**

When you compete in our leagues it is a condition of entry that you behave in a manner appropriate. Ryan Adams and Gray Ducks Soccer value the atmosphere we have created and operate in, whilst we are aware that we conduct a business which involves competitive soccer we also 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 Soccer Experience. Therefore we will not tolerate the following:

- Any discrimination shown towards another participant.
- 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.

## Gray Ducks Playing Charter

All playing members of Gray Ducks Soccer Club must comply with the following charter.

***“As a community athlete I will...”***

1. Be responsible for timely notification to my team captains/managers of my upcoming availability at least 1 week in advance to game time.
2. Be responsible for the timely payment of my membership fees and timely payment of all playing fees, training 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 polite and courteous behavior to my opposition and referees.
  - c. Bringing an alternate change of kit to my match (white shirt).
5. Be responsible for my personal discipline on and off the pitch at any venue.
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. Treating the playing facilities with respect and not undertaking in activities that might be offensive.
8. Undertake adhoc. club duties as requested by my team captain/manager.
9. Support club events for the further benefit of our club.
10. I 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. Beginning right now, I will do my part to promote the best of athletics by making all players feel respected on and off the field.

Failure to abide by this charter may result in loss of playing time by temporary or permanent suspension from the Gray Ducks. Alternatively, a monetary penalty may be presented. If the issue is noted as an appealable offense, appeals can be made to Ryan Adams in writing and will be settled by a committee of 1-3 persons affiliated to the club. If the issue is noted as unappealable, there is no appeals process and the final say has been said.

## Privacy Policy

- We collect personal information on all Club members — players, coaches, and other volunteers — as needed to administer the Club’s soccer programs. This information may be shared with our governing organizations, sponsors and affiliates, as required by rules and procedures.
- Ryan Adams, and Gray Ducks Soccer may provide mailing lists of our membership to non-profit and commercial organizations that offer soccer-related services and products that may be of interest to our members. Any member may elect to have his/her name omitted from such lists by sending a response to the content originator.
- We offer the option of paying registration fees by debit, credit card and several other digital solutions. We use PayPal, a subsidiary of eBAY, Venmo, Google Wallet, Facebook, and

other third parties as our payment agent. Credit card numbers are submitted directly to PayPal et. Al. through their secure server. The Soccer Club does not have access to any credit card numbers.

- Photos of Club games and activities may be posted on our website or used in other Club 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 Adams.

## **WAIVER/RELEASE FOR COMMUNICABLE DISEASES INCLUDING COVID-19**

### **ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT**

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.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IF FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

Name of participant: \_\_\_\_\_

Participant signature: \_\_\_\_\_

Date signed: \_\_\_\_\_