**EBC Policy –** *No player can move to another AAU, Elite Baseball League, Premier Baseball League or any other travel baseball team once they are committed to Energy Athletics LLC’s Energy Baseball Club (EBC) unless they obtain a release from the club and/or after all team fees are paid in full.* ***A Player is deemed to be an EBC team member once this contract is signed and dated****.*

**Section 1 –** Each player on this team is on a one-year contract from the date this document is signed, until the completion of the final game scheduled, and/or until August 31st, 2021. Each player can be removed from the team at any point if a violation of the team rules and/or a violation of this contract occur. In this scenario, the violating player will not receive a refund for any money donated, raised, or otherwise submitted, and must pay the remaining balance due regardless of termination from the EBC program. Each parent can be removed from viewing games/practice if there is a violation of team rules. If anyone chooses to violate team parent rules and team player rules, and are asked to leave the program, all funds are still required. Every dollar agreed upon in this document is required to be paid in full by April 15th 2021. There will be a two-week grace period to get the remaining funds owed, paid by May 1st, 2021. If the account is not paid in full by May 1st, 2021, beginning May 2nd 2021, a $150 late fee will be applied to the account every 30 days until the monies owed + late fee(s) are paid in full.

**Section 2 –** Every parent and relative and associate of each player on this team is expected to behave accordingly to EBC rules and demonstrate sportsmanship during all team events. Ongoing problems with parents and relatives behaving in a negative manner will result in removal of their player from the team without any money refunded. This decision can be made at any point in time.

**Section 3 –** Issues that are related to baseball decisions made by the coaching staff must be presented to the program director’s (Dan Generelli for age groups 13 and above and DJ Reed for age groups 12 and below) only… in a private, professional, and mature scheduled manner. Conversations outside of the field of play with other families are not productive, nor will they be tolerated. These are personal team issues and not EBC family issues. EBC will not address these kinds of issues unless done so in a private and professional manner. **This includes playing time.** Playing time is in no way guaranteed if paid in full or if not paid in full. If not paid in full by May 1st 2021, playing time will not occur for the player and family owing funds.

**Section 4 –** Team fees are mandatory to endure the costs of a travel baseball team. With this said, it is mandatory that each family of the player pay their team fees by the deadline set in Section 1. It is also mandatory that each player and their family participate in fundraising events in-order-to raise money for the EBC program. Failure to comply with this will result in removal from the team without any money refunded.

**Section 5 –** Each player is expected to sell $100 in team calendars for the Energy Baseball Booster Club’s Calendar Raffle. For every additional child a family has in our program, an additional $50 must be raised*.* (This does not include the little tykes program or development teams.) This is for 9u teams to 18u teams. All players on team rosters that play actual baseball games must participate. You can either choose to make a $100 donation to the Booster Club and purchase the calendars yourself, or you can simply sell $100 worth of calendars. The Energy Baseball Booster Club Calendar Raffle will occur in the fall of 2020. If this $100 is not raised & donated by May 1st, the playing time will not occur for the player and family owing funds.

**Section 5 –** Any major violation or ongoing violations of team rules or any section of this contract will result in removal from the team without any money refunded. Any behavior exhibited by a player or their family members that is not mentioned in the team rules, this contract or the EBC guidelines but is still egregious in nature can result in removal from the team without any money refunded.

**Section 6 –** *Payment schedule is as followed:*

• All team fees are paid through by the following. Minimum 20% deposit due at time of signing this contract. Followed by a monthly recurring credit/debit card payments with a 5% processing fee, or cash + check payments on the 15th of each month. For those who opt to pay by cash or check, payments are due on 15th of each month. A $75 late fee will be applied to your account for those who are more than 15 days late on their monthly payments.

Total for all teams as followed. We shall circle your child's respective team. Any and all financial adjustments are written on this document and initialed by Ryan Petrone and the parent to the right of the circled agreement.

* 4/5/6 Little Tykes - $850 ($250 Due at Contract Agreement & 4 Monthly Payments of $150 beginning on 9/15/2020)
* 7/8 Practice Squad - $1,350 ($350 Due at Contract Agreement & 5 Monthly Payments of $200 beginning on 9/15/2020)
* 9/10 Practice Squad - $1,500 ($500 Due at Contract Agreement & 4 Monthly Payments of $150 beginning 9/15/2020)
* 9U & 10u Teams - $2,250 ($650 Due at Contract Agreement & 8 Monthly Payments of $200 beginning 9/15/2020)
* 11u & 12u Teams - $2,500 ($700 Due at Contract Agreement & 8 Monthly Payments of $225 beginning 9/15/2020)
* 13u & 14u Teams - $2,750 ($750 Due at Contract Agreement & 8 Monthly Payments of $250 beginning 9/15/2020)
* 15u Teams - $2,950 ($950 Due at Contract Agreement & 8 Monthly Payments of $250 beginning 9/15/2020)
* 16u College Prep - $3,150 ($950 Due at Contract Agreement & 8 Monthly Payments of $275 beginning 9/15/2020)
* 17u College Showcase - $3,350 ($950 Due at Contract Agreement & 8 Monthly Payments of $300 beginning 9/15/2020)
* 18u College Showcase - $3,350 ($950 Due at Contract Agreement & 8 Monthly Payments of $300 beginning 9/15/2020)

v ***BY RETURNING THIS DOCUMENT WITH A DEPOSIT THROUGH OUR E-SOFT SOFTWARE, YOU AGREE TO EACH SECTION OF THE CONTRACT AND YOU WILL COMPLY WITH THIS CONTRACT, THE TEAM RULES, AND ALL EBC GUIDELINES. YOU ALSO AGREE ABOUT THE IMPORTANCE OF SPORTSMANSHIP AND DEMONSTRATING POSITIVE BEHAVIOR AT ALL BASEBALL EVENTS. YOU ALSO AGREE TO PAY THE AMOUNT OF MONEY OUTLINED FOR YOUR CHILD'S OR CHILDRENS AGE GROUP BY THE FINAL DATE LISTED ABOVE. FAILURE TO SIGN THE CONTRACT WILL RESULT IN THE PLAYER NOT BEING ABLE TO PARTICIPATE IN ANY TEAM ACTIVITY.***

*PARENT NAME (PRINT) PLAYER NAME (PRINT)*

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

*PARENT SIGNATURE DATE PLAYER SIGNATURE*

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

*PROGRAM DIRECTOR (RYAN PETRONE) SIGNATURE DATE*

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**CMEBC Injury Policy, (Signed in conjunction with player contract) –**

**CMEBC Injury Policy**

* Season ending injuries (made official through a doctor's note) which occur on the field of play through an Energy Baseball event or during an Energy Baseball practice or strength and conditioning training team event, are eligible for no further payments to be made.
* Injuries that are not season ending that occur at any time, but will force the athlete to miss some time, do not receive any special payment discounts.
* Injuries that occur outside of an Energy Baseball practice, team event, training session, or game, are not eligible to receive any financial compensation whether it is season ending or not.
* Any "season ending injury" that occurs after April 1st 2020 is not eligible for any payment breaks and all monies agreed upon in the contract must be paid in full regardless of the situation.
* **We will be very understanding and work with our parents as best as we can when it comes to our injury policy. But please understand all injuries occurring outside of Energy Baseball, are done so at your own risk. You are still financially responsible for the payment's and total pricing agreed upon in the parent contract.**

**PARENT/GUARDIAN CODE OF CONDUCT AGREEMENT**

Travel baseball is supposed to be fun – for the children. Actions by parents, fans and coaches, whether verbal or nonverbal, can have a lasting emotional effect on children. Too many of today’s youth are leaving sports activities because the fun is unfairly taken away by adults. Energy Baseball strongly believes the essential elements of character-building and ethics in sports are embodied in the concept of sportsmanship and six core principles: Trustworthiness, Respect, Responsibility, Fairness, Caring and Good Citizenship. As a parent or guardian of a player in the Energy Baseball program, your actions reflect not only on you, but your child, his/her team and the program.

As a parent of an Energy Baseball player, you agree to abide by and follow the rules and guidelines below:

* I will adhere to the Energy Baseball Zero Tolerance Policy. I will never be under the influence of or in possession of alcohol, drugs, tobacco products or weapons of any kind at practices, games, trips or other events.
* I will not publicly defame, slain, or negatively speak of the Energy Baseball Program to any coaches, spectators, fan, parent, program director, recruits, families, players, or any potential Energy Baseball customers. I will speak highly of the program in a positive light, or not speak of the program at all. Negativity and defamation comments for the program your child participates in, will not be tolerated.
* I understand that the use of foul language towards anyone (coaches, teammates, officials, opponents or spectators) will not be tolerated. I will not engage in any language or actions with the intent to initiate, hurt, intimidate or humiliate any player, coach, official or spectator. I will not tolerate these acts from any players, coaches or adults associated with Energy Baseball. These acts shall be considered harassment and will result in the immediate removal from the practice, game or event.
* I will not post on any social media site with the intent to initiate, hurt, intimidate or humiliate any player, coach, program director, owner, official or spectator. The posting of negative, demeaning or derogatory comments will not be tolerated. These acts shall be considered harassment and may result in the immediate removal of the player from the club. Furthermore, if I see anything of concern from or about an official, another Energy Baseball coach, player or club member on a social media site, I will immediately contact my child’s coach or the Energy Baseball Program Directors. As a parent, I understand that I am accountable for the actions of my child on social media sites. I will stress to my child the importance of proper conduct on these sites and provide parental oversight to prevent any type of cyber-bullying by my child.
* I (and my guests) will not engage in any kind of unsportsmanlike conduct with any official, coach, player or parent such as booing, taunting or using profane language or gestures. I will maintain self-control at games, practices and other club events.
* I (and my guests) will be a positive role model for my child and encourage sportsmanship by showing respect and courtesy, and demonstrate positive support for all players, coaches, officials and spectators at every game, practice or event.
* I will not encourage any behaviors or practices that would endanger the health and wellbeing of the athletes.
* I will encourage my child to play by the rules and to resolve conflicts without resorting to hostility or violence. I will demand that my child treat all players, coaches, officials and spectators with respect.
* I will praise my child for playing hard, competing fairly.
* I will never ridicule or yell at my child or other participant for making a mistake or losing a game.
* I will not complain or become confrontational about penalties or calls made by the officials and I will respect the referees and their decisions at all times.
* I will support the coaches allow them to do their job by not coaching my child or other players during games and practices. I will not openly question or confront coaches before, during or after games or practices. I will take the time to speak with coaches about any concerns calmly, privately and at an agreed upon time and place.
* I will not force my child to participate in baseball.
* I will promote the emotional and physical well-being of the athletes ahead of any personal desire I have for my child or his/her team to win.
* I will inform the coach of any physical disability, illness or injury that may affect the safety of my child or the safety of others.
* Parents will remain 50 feet from the dugout at all games and not “coach” from the sidelines.

I realize that if I violate this Code of Conduct, I may be subject to disciplinary action that could include one or more, but not limited to the following:

-Verbal warning by Coach, Energy Baseball Program Directors may provide an email written warning

-Parental Game suspension with written documentation of incident kept on file by Energy Baseball Club

-Parental Season suspension

-Parental Suspension from all future Energy Baseball (Home or Away), Practices and Events

-Removal of child (player) from the Energy Baseball program.

By signing below, the Parent/Guardian agrees to abide by and be subject to this Code of Conduct.

Player Name (printed): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent/Guardian Name (printed):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent/Guardian Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**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 Energy Baseball & Energy Athletics LLC 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 Energy Baseball & Energy Athletics LLC 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)**

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to my minor child’s/ward’s presence or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.

Name of parent/guardian: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent guardian/signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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