

14U PLAYER AGREEMENT

1. TEAM shall supply all managers, coaches, and supplies necessary to operate the traveling softball team. The decisions of the managers and/or coaches selected by TEAM as to practice time, playing time and/or position, and games and/or tournaments entered are final, and shall not be subject to challenge by PLAYER and/or PARENT. TEAM shall give PLAYER and PARENT as much notice as possible as to practice and games dates, times, and locations.
2. PARENT shall be solely responsible for ensuring that PLAYER has the equipment necessary to play for TEAM, including glove(s), bats, knee pads and other protective gear, and catcher's equipment (for those players assigned to play catcher). In addition, PARENT shall be solely responsible to purchase Player's uniform (jerseys, pants, socks, and shoes) for TEAM at the actual cost paid by TEAM to the supplier for said uniforms.
3. PARENT shall pay on the 1st of every month. One hundred twenty-five dollars (\$125.00) per month is due for PLAYER'S participation in TEAM. PLAYER'S playing time will be minimized if Player's monthly dues are behind a total of two months. If the due date should fall on a holiday, please make your payment on business day prior to the due date.
Please make checks payable to: Batbusters 4041 Old Orchard Lane Bonita, Ca. 91902
4. **PARENT understands that all equipment purchased through TEAM exclusively for PLAYER belongs to TEAM including uniforms. Should PLAYER decide to leave the TEAM, PLAYER shall be granted a player release within 24 hours upon receipt of TEAM uniform and equipment.**
5. PARENT and PLAYER are encouraged to secure sponsorships. PARENT agrees sponsorship funds will be divided 75% (PLAYER) and 25% (TEAM). 25% TEAM split will be divided equally among other PLAYERS.
6. PARENT shall be solely responsible for ensuring that PLAYER is transported to and from all practices, games, and related activities. Such transportation shall be PARENT'S sole expense. TEAM assumes no responsibility or liability for or in connection with PLAYER'S transportation to games, practices and/or activities.
7. PLAYER shall compete exclusively for BATBUSTERS traveling softball team, and shall not participate in any other organized traveling softball team without the express written consent of TEAM. Any player found to be competing for any other traveling softball team without TEAM'S written consent will be subject to immediate dismissal by TEAM.
8. PLAYER and PARENT shall conduct themselves in good sportsmanship and for the best interest of the BATBUSTERS. PLAYER and PARENT acknowledge and agree that when participating in games, practices and/or related activities organized by BATBUSTERS, their actions will reflect on the reputation of the BATBUSTERS and BATBUSTERS' managers, coaches, organizers, and other players. BATBUSTERS reserves the right to dismiss from BATBUSTERS and PLAYER who breaches good sportsmanship or ethics, or who engages in any activity which BATBUSTERS in its sole and absolute discretion determines are contrary to the best interest of the BATBUSTERS. BATBUSTERS also reserves the right to dismiss from the BATBUSTERS and PLAYER whose PARENT breaches good sportsmanship or ethics, or who engages in any activity which BATBUSTERS in its sole and absolute discretion determines are contrary to the best interest of the BATBUSTERS.
9. PLAYER and PARENT acknowledge and agree that:
 - A. **SOFTBALL, INCLUDING GAMES, PRACTICE AND RELATED ACTIVITIES ARE DANGEROUS WITH THE POTENTIAL FOR SERIOUS INJURY AND/OR DEATH.**
 - B. **UNANTICIPATED UNEXPECTED DANGERS MAY ARISE DURING PLAYER'S PARTICIPATION IN SUCH ACTIVITIES, WHETHER IN PRACTICE, OR IN COMPETITION.**
 - C. **PLAYER MAY SUSTAIN BODILY INJURY, DEATH OR PROPERTY DAMAGE IN CONNECTION WITH HER PARTICIPATION IN SUCH ACTIVITIES.**

10. PLAYER and PARENT hereby release BATBUSTERS and BATBUSTERS' managers, coaches, organizers, and other players from and against any and all claims, injuries, and/or damages which PLAYER and/or PARENT may suffer during or as a result of PLAYER'S participation in BATBUSTERS' traveling softball team, including but not limited to travel to and from BATBUSTERS' games, practice and /or related activities. PARENT shall indemnify BATBUSTERS and BATBUSTERS' managers, coaches, organizers, and other players from, and hold them harmless against any and all losses, liabilities, claims, damages, cost and expensed including legal fees and court costs of or in connection with PLAYER'S participation in BATBUSTERS' traveling softball team and/or PLAYER'S performances of the terms of this agreement.

11. PLAYER and PARENT hereby waive and benefit accruing by virtue of the provisions of California Civil Code, Section 1542 [or any similar statutory or common law analog of the United States of any state thereof] which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THIS RELEASE WHICH IF KNOWN BY HIM MUST HAVE AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

12. PARENT shall maintain medical, health and accident insurance for the benefit of PLAYER, which medical, health and accident insurance shall cover PLAYER'S medical bills for any injuries and/or damages which PLAYER sustains arising out of or in connection with PLAYER'S participation in BATBUSTERS' traveling softball team and/or PLAYER'S performance of the terms of this agreement. Within en days of PLAYER'S and PARENT'S execution of this agreement, PATRENT shall provide TEWAM with a copy of health insurance a card verifying the identity of the medical, health and accident insurer PLAYERS and the relevant terms thereof. BATBUSTERS shall maintain this insurance information confidential, and shall only utilize such information in the event that PALYER is injured arising out of or in connection with PLAYER'S participation in BATBUSTERS' traveling softball team, and/or PLAYER'S performance of the terms of this agreement.

13. PLAYER and PARENT understand and acknowledge that BATBUSTERS will attempt to procure accident and/or injury insurance for the benefit of PLAYER, but that any insurance which BATBUSTERS obtains will be secondary to the medical, health and accident insurance procured by PARENT. Such insurance procured by BATBUSTERS will only provide benefits to PLAYER or PARENT once the limits of coverage of the medical, health and accident insurance procured by PARENT have been exhausted.

14. PLAYER and PARENT agree to **immediately notify** BATBUSTERS of any claim that PLAYER was injured while participating in BATBUSTERS' traveling softball team and/or PLAYER'S performance of the terms of this agreement.

15. PLAYER and PARENT have executed this agreement and release of all claims freely and without restraint or reservation of any kind or nature. PLAYER and PARENT have read and understand each and every item and condition set forth herein.

Date	Player
Date	Parent
Date	Parent
Date	Team