

BYLAWS OF
UTAH AVALANCHE SOCCER CLUB FOUNDATION, INC.
A UTAH NONPROFIT CORPORATION

Article I. General

Section 1.01 Name. This Club shall be known as the Utah Avalanche Soccer Club Foundation, Inc. a non-profit corporation organized under the laws of Utah. The Club shall maintain tax-exempt status in accordance with the Internal Revenue Code and the laws of Utah. The Club shall also do business as Utah Avalanche Soccer, Utah Avalanche Invitational, Avalanche Invitational, Avalanche Invitational Showcase, Utah Avalanche Mayor's Cup, Avalanche Mayor's Cup, and Mayor's Cup.

Section 1.02 Purpose. The purpose of the Club is to create an environment sensitive to the unique needs of the youth athlete, to provide training specific to soccer, and to develop youth athletes in preparation for the highest levels of competitive soccer. The Club's goal is to sustain the improvement of our players, our teams, and the club through providing quality coaching consistent with the growing recognition of soccer nationally. The Club believes it will gain consistent success at the state, regional and national levels. We will continue to develop and prepare all our athletes to help them reach their highest level of achievement.

Section 1.03 Authority Structure. The Club shall be governed by its articles of incorporation, bylaws, policies, and rules.

Section 1.04 Affiliation. The Club shall affiliate with Elite Clubs National League (ECNL), Utah Youth Soccer Association (UYSA), United States Club Soccer (US Club), United States Youth Soccer Association (USYS) and United States Soccer Federation (USSF). The Club's articles of incorporation, bylaws, policies, and rules shall, to the extent permissible under Utah and other law, be consistent with the bylaws, policies, and rules of the USSF, ECNL, USYS, UYSA and US Club. Neither the Club nor its members may join any organization whose requirements conflict with the bylaws, policies, or rules of the USSF, ECNL, USYS, UYSA and US Club. The Club shall register players with USSF, ECNL, USYS, UYSA and US Club each seasonal year, and every eligible team affiliated with the Club shall register players with USSF, USYS, UYSA and/or US Club each seasonal year and where applicable, for ECNL.

Section 1.05 Governing Authority. As provided in the Club's articles of incorporation, the governing authority of the Club shall be the Board of Trustees. In addition, Joanna Barney and Mark Gibb shall be Trustees with power to act individually with respect to any financial matter including dealing with any banks and bank accounts and other regulatory and financial matters as may be necessary, including but not limited to workers' compensation funds, employment security, the Utah Division of Consumer Protection, the Utah Division of Corporations, the Utah State Tax Commission and the Internal Revenue Service; a trustee's individual actions may be reviewed from time to time by all trustees if needed. The Board shall elect such other officers as are required for membership in the various entities.

Section 1.06 Rules of Order. Except as modified by these bylaws, meetings of the Board of Trustees, shall be conducted informally when possible and if the Board in its discretion deems it necessary, in accordance with parliamentary procedures as defined by Robert's Rules of Order, Newly Revised (10th Ed.).

Section 1.07 Amendments. Amendments to these bylaws may be made by the Board of Trustees at the annual general meeting or any meeting of the Board of Trustees by a two-thirds vote of the votes cast on any proposed amendment. The Board of Trustees may amend these bylaws by a three-fourths vote of eligible voters; provided that any amendment made by the Board of Directors will be vacated until ratified by a majority vote of votes cast at the next meeting of the Board of Trustees.

Section 1.08 Territory. The territory of the Club shall be within the borders of the state of Utah and any surrounding states whose players are allowed to play for the Club under applicable rule.

Section 1.09 Headquarters. The Office of the Club shall be located within Salt Lake County.

Section 1.10 Financial Year. The Club's fiscal year shall be from January 1 through December 31.

Section 1.11 Seasonal Year. The Club's seasonal year shall be from September 1st through August 31st.

Article II. Membership

Section 2.01 Membership. Membership in the Club shall be as a registered player through teams that are affiliated with the Club in good standing in accordance with the Club's bylaws and policies.

Section 2.02 Teams. Membership in the Club as a Team Member shall be by open tryout conducted by the coaching staff of the Club and that remains in good standing as defined by the Club.

Section 2.03 Associate Membership. Individual players, coaches, referees, administrators, volunteers, and the parents or legal guardians of players are non-voting associate members of the Club through their registered affiliation with a Team of the Club and are subject to the articles of incorporation, bylaws, rules, and jurisdiction of the Club.

Section 2.04 Open to Participation. Membership and participation in the Club and its affiliated Teams shall be open to any youth soccer player, coach, referee, administrator, official, or volunteer, provided that such person is not suspended or barred from participation by the Club or USSF.

Section 2.05 Non-Discrimination. The Club, its Teams, and its associate members shall not discriminate against any person on any basis prohibited by applicable law or the USSF.

Section 2.06 Admission. Non-affiliated organizations may request affiliation at any time. The Board of Trustees of Directors shall review requests for affiliation in accordance with the Club's policies and shall grant affiliation to any amateur soccer organization in the Club's territory that is qualified for membership.

Section 2.07 Conduct of Teams. Teams and their members must adhere to the articles of incorporation, bylaws, rules, and jurisdiction of the Club. The articles of incorporation, bylaws, rules, policies, and practices of a Team must be consistent with the articles of incorporation, bylaws, and rules of the Club and USSF. The bylaws, policies, and rules of the Club and USSF take precedence over and supersede the governing documents of Teams.

Section 2.08 Inspection. Teams shall provide the Club with copies of banking documents, rosters, and other team-related information as requested by the Club.

Section 2.09 Financial Review. The Club shall have the right to review and inspect the financial records of its Teams.

Section 2.10 Opposition to Abuse. The Club opposes all forms of child abuse, including sexual, physical, psychological, and emotional abuse or neglect. The Club and its Teams must comply with all applicable laws prohibiting such abuse and requiring the reporting of such abuse. The Club and its Teams shall adopt and enforce policies consistent with this bylaw and policies enacted by USSF.

Section 2.11 Mandatory Registration. Every player, coach, team, referee, administrator, or volunteer that participates in any activity sanctioned by the Club must be registered with the Club through an affiliated Team or as a director. All Teams affiliated with the Club must register every player, coach, team, administrator, or volunteer that participates in any the Club-sanctioned activity. Teams shall comply with the Club's registration procedures and shall timely submit all membership and participation fees to the Club.

Section 2.12 Sanctioned Activities. The Club and its Teams shall abide by USSF's bylaws and policies regarding interplay. Teams affiliated with the Club may not play games against non-affiliated teams or participate in events with non-members without permission obtained in accordance with the Club's policies. Teams affiliated with the Club that engage in unsanctioned activities are subject to disciplinary action including suspension.

Section 2.13 Probation. To remain in good standing, a Team must register 11 players during each seasonal year, or such lesser amount as may play in younger age groups.

Section 2.14 Bad Standing. The Board of Trustees may place any Team or player in bad standing for misconduct; failure to comply with any bylaw, policy, or rule of the Club or USSF; or non-payment of fees. The activities of a Team or player in bad standing may be suspended or otherwise proscribed by the Club's Board of Trustees or other USSF, ECNL, USYS, UYSA or US Club entity. Teams or a player in bad standing shall be ineligible to participate in Club events or to represent the Club in games. If a Team falls into bad standing for two consecutive seasonal years, its membership may be terminated. If a player fails to timely meet her commitments to the Club, she may be placed in bad standing.

Section 2.15 Financial Responsibilities. The Club specifically disclaims financial responsibility for, and shall not assume nor be held liable for, debts, contracts or other financial obligations, either express or implied, of any affiliated Player, Team, or any of the coaches, managers, officers, officials or any associate member of any affiliated District, Team, or team.

Article III. Board of Trustees

Section 3.01 Responsibilities. The Board of Trustees shall be responsible for and have the authority for the following:

- (a) Enforcing and interpreting the Club's bylaws and policies.
- (b) Establishing and amending the Club's policies and procedures, except as otherwise provided.
- (c) Establishing the Club's financial policies and approving the Club's annual budget.
- (d) Setting the basic membership fees for recreation and competition players.
- (e) Reviewing application for affiliation and granting membership to players and teams.

- (f) Ratifying appointments made by the President of the chairpersons of the standing committees and other positions as provided in these bylaws.(g) Prior to each seasonal year, ratifying the policies and rules adopted by the Club and proposed by the USSF, ECNL, USYS, UYSA or US Club.
- (h) Suspending or removing the Club Board Members in accordance with the provisions stated herein.
- (i) Suspending or terminating the membership of Teams; and,
- (j) Other duties and responsibilities as described or permitted by these bylaws.

Section 3.02 Composition. The Club’s Board of Trustees shall be composed of the following:

- (a) President. The President shall be elected by the Board of Trustees at the beginning of the seasonal year.
- (b) Vice-President. The Vice-President shall be elected by the Board of Trustees at the beginning of the seasonal year and shall oversee the administration of the Recreation and Competition programs of the Club.
- (c) Secretary/Treasurer: The Secretary shall be elected by the Board of Trustees and shall keep an accurate record of all meetings, handle all correspondence, give notice of meetings and maintain the files of the Club. The Treasurer shall be elected by the Board of Trustees and shall deposit funds received from players and their families in a federally insured financial institution in the name of the Club.

Additional non-voting positions, which may or may not be filled at the discretion of the Board of Trustees, shall be elected by the Board of Trustees.

- (d) Coaching Director: The Coaching Director or her designee shall be elected by the Board of Trustees and shall be responsible for providing coaching training and support for all recreation/developmental coaches within the League and shall assist in recruiting coaches.
- (e) Registrar: The Registrar shall be elected by the Board of Trustees and shall be responsible for the annual or semi-annual registration of players in the League to include making prior arrangements for the sign-up, supervising the event, and coordinating with the League Treasurer in accounting for all registrations.
- (f) Referee Coordinator: The Referee Coordinator shall be elected by the Board of Trustees and shall be responsible for providing referee training, testing and certification at the Recreation level within the League and shall assist in recruiting referees. The Referee Coordinator may be tasked with assigning referees to officiate at games.
- (g) Fields Director: The Fields Director shall be elected by the Board of Trustees and shall be responsible for securing and arranging for proper marking of fields for use of the League and shall arrange for placement of permanent, temporary or portable goals as permitted and see that nets are provided for goals at all fields. The Field Director shall coordinate Club efforts to maintain fields in good condition.
- (h) Equipment Chairperson: The Equipment Chairperson shall be elected by the Board of Trustees and shall be responsible for purchasing, issuing, collecting, inventorying, and accounting for all Club equipment to include team equipment issued to coaches.
- (i) School Coordinators: A School Coordinator shall be elected by the Board of Trustees and may be appointed for each school within the League. The School Coordinator shall be responsible for publicizing and promoting soccer in school neighborhoods, assisting in registering players, assigning players to neighborhood recreation/developmental teams, recruiting volunteers to serve as coaches,

assistant coaches, team parents, and referees, and shall maintain good rapport with school and neighborhood officials.

(j) Age Group Directors/Coordinators: Age-Group Directors shall be responsible for supervising the coaching, scheduling and assignment of teams in an age- group division and shall assure that teams adhere to USSF, ECNL, USYS, UYSA or US Club Rules and exhibit good sportsmanship.

Section 3.03 Voting. Each member of the Board of Trustees, except as indicated in Section 3.02, shall be entitled to one vote.

Section 3.04 Compensation. No member of the Board of Trustees shall receive compensation for their participation and services on the Board of Trustees as required under applicable rules.

Section 3.05 Compensation Committee. To the extent that any member of the Board of Trustees receives compensation from the Club for coaching services, that member shall not vote in any vote regarding member's compensation for coaching.

Section 3.06 Frequency and Notice. The Board of Trustees shall meet as frequently as deemed necessary, but not less than once every three months. Meetings of the Board of Trustees may be called by the President or upon petition to the President of a majority of the members of the Board. Written notice of each meeting may be provided to Board of Trustees members.

Section 3.07 Quorum Majority Required. Fifty percent of the voting members of the Board of Trustees shall constitute a quorum for the transaction of business. Except as provided, a majority of the quorum present at the meeting shall be required to decide an issue.

Section 3.08 Proxies. The President, Vice-President, and Secretary/Treasurer may not proxy their votes on the Board of Trustees.

Section 3.09 Conflicts of Interest. The Club has a policy consistent with the form suggested by the Internal Revenue Service.

Section 3.10 Eligibility. The Officers and Directors of the Club must be residents of Utah. No paid employee of the Club may serve or vote on the Board of Trustees.

Section 3.11 Removal of Director. A Director subject to a vote of removal shall not be eligible to either cast or proxy a vote on his/her removal. A Director may be removed for cause as provided by the Articles of Incorporation by the remaining members of the Board of Trustees. A Director may resign as a Director and the Board may elect a new Director in accordance with the Articles of Incorporation.

Section 3.12 Resignation by Absence. A Director shall be deemed to have resigned upon the fifth absence from a meeting of the Board of Trustees during a seasonal year.

Article IV. Officers

Section 4.01 President. The President shall be the Chairman of the Board of Trustees, and the chief executive officer of the Club.

Section 4.02 Vice-President. In the absence of the President, the Vice-President shall conduct meetings of the Board of Trustees and Board of Trustees. The Vice-President shall assume all responsibilities assigned by the Board of Trustees, or the President.

Section 4.03 Secretary/Treasurer. The Secretary shall keep all minutes of meetings and shall coordinate fundraising and assist with finances for the Club. The Treasurer shall be the chief financial officer of the Club.

Section 4.04 (omitted)

Section 4.05 Election of Officers. The officers shall be elected by the Board of Trustees.

Section 4.06 Removal. An Officer may be removed for cause by the remaining members of the Board of Trustees.

Section 4.07 Succession. In the event of the resignation, removal, incapacity, or death of the President, the Vice-President shall assume the office of President for the remainder of the existing term of office. In the event the offices of Vice-President or Secretary/Treasurer become vacant, the President may appoint, subject to ratification by the Board of Trustees, a replacement to serve until the next Annual General Meeting, at which

Section 4.08 Vacancies. The Board of Trustees may elect new board members in their discretion as described in the Articles of Incorporation.

Article V. Coaches and Team Officials

Section 5.01 Teams shall have a coach and in the Club's discretion, a trainer(s), appointed by the Club, who is paid from Club fees collected from the team by the Club. Coaches shall appoint team managers, travel managers, equipment managers and other team officials, who serve at the pleasure of the coach, whose decisions are solely reviewable by the Board of Trustees.

Section 5.02 Prior to beginning their positions with the team, as required by USSF, ECNL, USYS, UYSA or US Club or in its discretion by the Club, each team official or volunteer shall submit information and a signature to the Club authorizing the Club to submit the following:

- (a) Volunteer Disclosure Form. Pursuant to guidelines established by USSF, ECNL, USYS, UYSA and US Club, all coaches, referees and team administrators shall be required to complete a volunteer disclosure form concerning their background, criminal history and activities.
- (b) Criminal History Check. All coaches, referees, team managers and volunteers shall consent to a criminal history check before or during participation with the Club.
- (c) Right to Deny Participation. The Club shall have the authority to deny any applicant, current coach, team official, volunteer or program administrator the privilege of serving as a coach or administrator for risk management concerns as established by the Board of Trustees. There are several considerations, which will be examined in each situation, and that final determination of privilege will be decided by the Club's Board of Trustees. All individuals shall be given due process and have the ability to present their case before the Board of Trustees. The authority of the Club to deny any

individual the privilege of serving may not be overruled by any official entity except as allowed in the appeal process.

Section 5.03 Conduct Incompatible with Holding Positions within The Club. The Club has adopted the following actions as reasons for expulsion from serving as a coach or administrator:

- (a) any conviction for a crime of violence;
- (b) any conviction for a crime against a person;
- (c) any report of child abuse or appearing on the Child Abuse Index;
- (d) any report of sexual offenses or sexual misconduct;
- (e) admitted use of or conviction for use of illegal drugs;
- (f) documented history of alcohol abuse (DUIs, etc.);
- (g) intentionally falsifying information on the disclosure form; and
- (h) refusal to submit a disclosure form or fingerprints when required under these bylaws.

Article VI Indemnification

Section 6.01 Indemnification of Members of Board of Trustees. The Club shall indemnify any individual made a party to a proceeding because such individual was a member of the Board of Trustees to the extent permitted by and in accordance with Utah law including §§ 16-6a-901, et seq. of the Utah Revised Nonprofit Corporation Act or any amendments or successor sections of like tenor.

Section 6.02 Advance Expenses for Members of the Board of Trustees. To the extent permitted by Utah law including § 16-6a-904 of the Utah Revised Nonprofit Corporation Act or any section of like tenor as amended from time to time, the Club shall pay for or reimburse the reasonable expenses incurred by a member of the Board of Trustees who is a party to a proceeding in advance of final disposition of the proceeding, if:

- (a) the member of the Board of Trustees furnishes the Club a written confirmation of his/her good faith belief that he/she has met the standard of conduct described in applicable Utah law;
- (b) the member of the Board of Trustees furnishes the Club a written undertaking, executed personally or on his/her behalf, to repay advances if it is ultimately determined that he/she did not meet the standard of conduct (which undertaking must be an unlimited general obligation of the member of the Board of Trustees, but need not be secured, and may be accepted without reference to financial ability to make repayment); and
- (c) a determination is made that the facts then known to those making the determination would not preclude indemnification under section 2.01 of this Article under applicable Utah law.

Section 6.03. Indemnification of Officers, Agents and Employees Who Are Not Members of the Board of Trustees or State Appointed Officers. Unless otherwise provided in the articles of incorporation, the Board of Trustees may authorize the Club to indemnify and advance expenses to any officer, employee or agent of the Club who is not a member of the Board of Trustees, to the extent permitted by Utah law.

Section 6.04. Contract Right of Indemnification. The right to indemnification conferred hereunder shall be a contract right and shall include the right to be paid by the Club the expenses incurred in defending any such proceeding (or part thereof), or in enforcing his or her rights hereunder in advance of the final

disposition thereof, promptly after receipt by the Club of a request therefor stating in reasonable detail the expenses incurred; provided, however, that the payment of such expenses incurred by a member of the Board of Trustees in advance of the final disposition of a proceeding shall be made only upon receipt of an undertaking by or on behalf of such person to repay all amounts so advanced if and to the extent it shall ultimately be determined by a court that he or she is not entitled to be indemnified by the Club under these provisions or otherwise in the manner provided by law.

Section 6.05. Continuing Right. The right to indemnification and advancement of expenses provided herein shall continue as to a person who has ceased to be a member of the Board of Trustees or to serve in any of the other capacities described herein, and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 6.06. Nonexclusivity of Rights. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of a final disposition conferred in this Article and the right to payment of expenses conferred in Article shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses hereunder may be entitled under any bylaw, agreement, vote of the Board of Trustees, or otherwise, both as to actions in his or her official capacity and as to actions in any other capacity while holding that office, the Club having the express authority to enter into such agreements or arrangements as the Board of Trustees deems appropriate for the indemnification of and advancement of expenses to present or future members of the Board of Trustees, as well as employees, representatives or agents of the Club in connection with their status with or services to or on behalf of the Club.

Article VII Rules of Play

Section 7.01. Governing Rules. All official Club games shall be played under the “Current Laws of the Game” published by FIFA as modified by USSF, ECNL, USYS, UYSA and US Club, subject to specific rules originated by the Board of Trustees and/or the Competition Board and approved by the Board of Trustees.

Article VIII Other Policies of Utah Avalanche Soccer Club

Section 8.01 Sideline Demeanor. All parents, siblings, and spectators are encouraged to show good sportsmanship and refrain from negative behavior on the sidelines of all games. Player’s and her parents’ (“Member Families”) behavior reflects on the Club and affects children’s performance. Further, Member Families understand that under the soccer league rules, our Coaches can be ejected from our games should Member Families behave improperly. Member Families understand that unacceptable behavior by a Player’s parent or other family member or friend may be addressed by a referee or Club official asking the offending person to leave game, the facility or removing the player from the game. Member Families acknowledge that when asked to refrain from further yelling at a game or if asked to leave a game or facility by a match official or Club official, Member Families will comply with that request immediately. Member Families further acknowledge that if Player, Player’s parent or other family member verbally or physically abuses, taunts, inappropriately gestures, throws an object, makes an inappropriate sign or otherwise harasses, intimidates or improperly touches or engages any fan, player, match official, Club coach or representative, or opposing coach or club representative, that conduct in the sole discretion of the Club is grounds for restricting parents’ and other family members’

a) observation of Player during games and practices and

b) participation with Player at Club and Team Activities while Player participates with the Club.

The Club may further refer inappropriate conduct to applicable league, tournament, USSF, ECNL, USYS, UYSA or US Club disciplinary committees and/or law enforcement officials.

Section 8.02 Coaching Decisions. All team and coaching decisions will be made by the coaching staff which is assigned by the Club. Parents and players are given the opportunity to evaluate their coach each year by submitting comments to the Director of Coaching. Coaches, after consultation with the coaching staff, shall determine in which tournaments their team will play, places and times all other team functions, including practices.

Section 8.03 Playing Time. Players on each team may receive playing time, subject to the discretion of the coaching staff. In major tournaments where the objective is to win, playing time is not guaranteed and will be at the sole discretion of the coaching staff.

Section 8.04 Fees

(a) Club Fees - All club fees are collected from Member Families by the Team Manager or other team representative for payment of coaching, training and administrative costs and vary depending on the needs of the team. There may be additional training fees as arranged by each team's coach. Club fees do not include USSF, ECNL, USYS, UYSA, US Club, or league registration fees, referee fees, tournament fees, indoor season or practice facility rentals, travel, lodging or other fees. Some scholarships are available in the sole discretion of the Club's Board of Trustees, depending on need and other factors. If you are in need of scholarship assistance, please ask your team manager for a scholarship form.

(b) Team Fees - Team fees are assessed, collected and managed by the Team Manager or the team's designee, separately from Club Fees. Team fees will be used to cover: USSF, ECNL, USYS, UYSA or US Club fees, Tournament registration fees; team travel expenses for food, lodging and travel, Coach's lodging, food and travel expenses for tournaments, state registration and referee fees, indoor season or practice facility rentals, and other items deemed necessary by the Team Coach. All amounts assessed by the team shall be due and payable upon receipt of any written or oral communication to the Player's parents unless otherwise specified by the Team Manager. Each player receives a uniform for approximately \$200 fee, including a team jersey and alternate jersey, shorts and socks. All additional equipment costs specified by the coaching staff, including jackets, bags, extra socks, warm-ups, etc. are the responsibility of the player.

Section 8.05 Payment Obligations. By registering through the Club, Parents of the Player agree to pay all amounts incurred by the Player's team for Player's team's benefit on a pro rata basis with Player's team even if Player was not present to enjoy the activity planned by the Club including tournament fees, tournament lodging, coaches lodging and travel, league play, practice facilities and other fees not included in the Club Fees. A charge of \$20 plus interest may be charged to Player for each returned check or for each payment due which is not paid timely. Member families agree that if they fail to make timely payment for any fee assessed by the Club or Team, the Player may be suspended from play for the Club at games, practices or tournaments until all accounts are brought current. Further, failure to pay may result in Player's dismissal from their Team.

Parents and Player agree to pay all Club fees and team fees due including those described in Section 8.04 and 8.05. If Parents and Player fail to pay amounts when due, Parents and Player agree to pay all interest and attorney fees incurred in collection of amounts due. Parents and Player agree that Club Fees are due in full for the year as of the time Player commits to a Club team immediately after tryouts and submits a registration form each seasonal year. Club fees are for the period after tryout continuing through July 31 of the following year. All fees are due in full for the year as of the time Player commits to a Club team immediately after tryouts and submits a registration form each seasonal year regardless of any personal decision to leave a team after a player has made a commitment to a team. While the Club understands that sometimes a player may leave a team, such as for severe injury or for a family move, the Club expects players to honor their commitment to a team and their teammates for the entire seasonal year. Player and Player's parents agree to pay all Club Fees, Team Fees and all other amounts incurred by the Team and the Club prior to leaving the Team at any point in the year. Failure to follow any policy of the Team or Club may result in disciplinary action by the Club, Team or other authority and does not affect amounts due.

Because of the unique nature of membership on an ECNL team and the limited roster positions allowed each seasonal year to each ECNL team, Parents and Player agree to pay ECNL tournament, travel and lodging at the beginning of the seasonal year for the entire year which the Team incurs on a group basis,

Section 8.06 Refunds, Transfers. Players may leave the Team and Club and/or transfer only in accordance with applicable rules including the USSF, ECNL, USYS, UYSA or US Club rules. The Club, through its Board, will, in its sole discretion, consider a refund of club fees provided the player is in good standing with the Club and if a player is leaving because either the family has moved out of the geographical area or the player has suffered a season-ending injury; however, refunds shall not be made upon the basis of playing time; a change in coaching; coaching decisions and discord between player, parent, or coach. A player is in good standing if she has met all financial obligations with the Club and their Team and has also returned all Club uniforms and other Club owned items. There are no refunds for team uniforms. Player's parents agree to pay all annual Club Fees in full (not prorated for the time spent on the team), Team Fees and all other amounts due prior to leaving the Team. Player and her parents agree that refunds of any fee paid to the Club may not be given to them if they fail to comply with any policy of the Team or Club.

Transfer from an ECNL team - Because of the unique nature of membership on an ECNL team and the limited roster positions allowed each seasonal year to each ECNL team and the need to pay ECNL tournament, travel and lodging on a group basis at the beginning of the seasonal year for the entire year, Players and Parents agree that any Player or Parent who requests transfer from an ECNL team may be assessed Team Fees as described in Section 8.05 upon request for transfer which the team incurs through end of seasonal year.

Section 8.07 Assumption of Risk, Release. Member families acknowledge and agree that Player's playing soccer and similar athletic activities related to or incidental thereto (the "Activity") involve strenuous physical activity that also may result in some dangerous collisions between Player and other players. Member families acknowledge and agree these activities are dangerous and involve significant risk of serious injury and/or death. Member families agree to assume these risks and all consequences flowing from these risks and dangers for Player. Member families forever release the Club, from all liability, claims, and lawsuits, whatsoever, which arise out of the Activity including all damages and expenses, including attorney fees, resulting from loss of life, limb, body function or enjoyment of life, which Player

sustains during the Activity. Member families intend these releases to include all claims and actions which arise from or relate to instruction, training (whether any instruction or training is given to Player).

Teams which sometime includes guest players, periodically participate in games, practices, tournaments, travel events, and other Team activities that involve transportation of Players in vehicles driven by Team coaches and/or Players and/or parents or guardians or siblings of Players as well as other assistance and support of Players by such persons as well as staying in hotels, motels or other accommodation provider (“Team Activities”). During these Team Activities, the Team is supervised by the Team Coach, coaching staff, and other parents and/or guardians. Team Activities benefit Players, and all parents or guardians of Players. In consideration of the Player being driven to or supported at, Team Activities, and with the reservation below, Player and her parents hereby release, waive, discharge, and agree to hold harmless each parent, guardian, coach, and player (collectively, the “Releasees”) who drives or assists or supports Player from all liabilities, claims, and causes of action arising out of or related to any loss, damage, or injury, including death, that may be sustained by Player, while she is participating in any Team Activities, including all associated activities related to such participation. Parent and Player reserve the right to submit claims, not to exceed policy limits, to any insurer, whether automobile or general liability, which insures Releasees under which compensation might be provided to Player, in the event she becomes injured during Team Activities. Player and her parents hereby elect to voluntarily allow Player to participate in the Team Activities knowing the risks involved. The effectiveness of this Agreement with respect to any Releasee is contingent upon such Releasee being duly licensed and insured to drive a vehicle.

Member families agree and intend the releases contained in these policies to be for Player, as an individual and for all her heirs, successors, assigns and personal representatives.

Section 8.08 Use of Name and Likeness. Parents and Player grant the Club a non-exclusive but perpetual, worldwide right to use Player’s name, likeness, description of past experiences, and description of activities with the Club in connection with and promotion of the Club and its mission.

Section 8.09 Communication. Team Managers are appointed by the coach from the one of the Member Families and serve at the discretion of the team coach. Team Managers will attempt to telephone you if possible when an urgent message needs to get out to the team, but they may rely upon emails.

When a problem arises that a parent needs to resolve, the Club has a policy on how to effectively address it. Parents should:

- 1) Discuss the problem with the manager. If it is not resolved then...
- 2) Discuss the problem with the coach. If it is not resolved then...
- 3) Discuss the problem with the Director of Coaching. If it is not resolved then...
- 4) Discuss the problem with the President or Member of the Board.

E-mails should be used to distribute factual information to the teams.

The Club reserves to the Club all other decisions not outlined above including the right to change these policies without notice. By Player’s registering and playing at practices or games, Member families acknowledge that they agree to these policies, have had opportunity to review these policies and have them explained to them.

Section 8.10 Inclusion. Membership of the club is open to all soccer players, coaches, trainers, managers, administrators and officials without discrimination on the basis of race, color, religion, age, sex, sexual orientation, gender identity, gender expression or national origin.

- a) For the purposes of registration on gender-based amateur teams, a player may register with the gender team with which the player identifies, and confirmation sufficient for guaranteeing access shall be satisfied by documentation or evidence that shows the stated gender is sincerely held, and part of a person's core identity. Documentation satisfying the herein stated standard includes, but is not limited to, government-issued documentation or documentation prepared by a healthcare provider, counselor, or other qualified professional not related to the player.
- b) This policy application shall be re-evaluated at such time as FIFA/US Soccer/US Youth Soccer addresses the issue.