

## Membership Agreement – Academy Program August 1, 2023 to July 31, 2024

This agreement is made between the Fredericksburg Soccer Club Incorporated (hereafter "FSCI") and the parent or legal guardian listed below for the benefit of the child listed below. This agreement supersedes any previous agreements. There are no other promises, conditions, understandings, or agreements, oral or written, relating to the subject matter of this agreement.

**<u>MEMBERSHIP</u>**: I understand that the child can be a member of any individual season contingent upon payment. The membership term begins with the event that occurs last; the first payment for a season or the first event of a season. The term ends with the last event of a paid season. FSCI membership is for the child.

**<u>BEHAVIOR</u>**: If parent, legal guardian, or child engages in verbal abuse, physical abuse, or public displays of criticism towards coaches, referees, players, or FSCI staff, FSCI reserves the right to ban the individual from appearing at events or terminating membership.

**<u>REFUNDS</u>**: There are no refunds regardless of reason or circumstance. This refund policy supersedes any previous refund policies. I agree to the no refund policy and not to request a refund.

**SEVERABILITY**: If any provision of this agreement is determined to be invalid, illegal, or unenforceable, it shall not affect the enforceability of any other provision of this agreement. Rather, the invalid, illegal, or unenforceable provision shall be modified to the extent necessary so that it is valid, legal, and enforceable.

**FORCE MAJEURE**: FSCI shall not be considered in default of its obligations to the member if there exist events beyond its reasonable control including without limitation, acts of God, acts or omissions of governmental authorities, acts of public enemy, wars, acts or threatened acts of terrorism, blockages, riots, civil disturbances, epidemics, pandemics, floods, hurricanes, tornadoes, and any other similar events, acts, or omissions beyond the control of FSCI.

**IMAGE & VIDEO CONSENT:** I hereby grant permission to FSCI to photograph images, video record, or audio record my child at FSCI events. The images, video, or audio will be used as an educational tool for learning, highlighting skill, college recruitment, highlighting events, or to recognize a player for an accomplishment. The images, video, or audio may appear on the internet or in various media beyond this membership term. FSCI will not publish the child's full name in any media unless a separate release form has been signed or the child attends high school. I waive any rights to royalties or other compensation arising or related to the use of the images or recordings.

**PARTICIPATION CONSENT:** I do hereby consent to my child's participation in all activities. I do hereby release and agree to hold harmless FSCI and all persons engaged in the program for any and all injuries received by virtue of my child's participation in the program. Insurance for injuries that may be received while participating in the program is the responsibility of the parent or guardian. FSCI shall not be held responsible for injuries of a child or for the failure to medically insure the child participating in the program. I am aware that participation includes a risk of injury such as a broken bone, concussion, etc. I accept the risks of participation.

I agree to this membership agreement without any preconditions, complaints, or appeals.

Parent / Legal Guardian Name

Parent / Legal Guardian Name

Child's Name, FSCI Member

Signature

Signature

Date of Birth

The FSCI representative listed below approves this membership agreement for the term listed above.

FSCI Representative

Signature

Date