

**Westerville Warcats Hockey Association
2020– 2021 PLAYER FINANCIAL CONTRACT**

Player Name: _____

Address: _____

Telephone: _____ **E-Mail:** _____

In consideration for my child's (the above named player's) participation on one of your ice hockey teams, I hereby promise and agree to pay the Westerville Warcats Hockey Association a participation fee in the amount of Two Thousand Two Hundred Fifty and no/100 Dollars (\$2,250.00) in accordance with the following terms and conditions.

1. I understand that, except as described in Paragraph 2, my obligation to pay the entire participation fee for the entire 2020-2021 hockey season is unconditional and that no portion so paid or outstanding will be refunded or canceled irrespective of absence, withdrawal, suspension, or dismissal from the Westerville Warcats hockey program.
2. I understand that this Contract may be rescinded without my further financial obligation only if written cancellation is hand delivered or received via registered or certified mail by the Westerville Warcats Hockey Association Board of Trustees on or before my child's participation in any game. Game is hereby defined as any scrimmage, league, non-league or tournament competition. I understand that if I do not deliver written cancellation to the Westerville Warcats Hockey Association Board of Trustees on or before my child's participation in any game, I am responsible for full payment of the annual participation fee. Complete or partial waiver of the obligation to make full payment may be granted by the Westerville Warcats Hockey Association Board of Trustees, if, in its sole and absolute discretion and judgment, circumstances warrant the granting of such waiver. It is agreed that the Board's decision in such matters is final and not subject to review or appeal. I understand that I have the right to submit a written request to the Board for a complete or partial waiver but have no right to appear in person or for a hearing before the Board.
3. I understand that the participation fee for the entire 2020-2021 season may be paid in installments of Three Hundred Seventy Five and no/Dollars (\$375.00) per month, with the first of such installments being due on August 31, 2020 and thereafter on the 15th day of each month through January 15, 2021. I further understand that, although I am obligated for the full year's participation fee pursuant to Paragraph 2, if the Westerville Warcats Hockey Association does not receive my first payment on or before August 31, 2020, my child's place on the Westerville Warcats roster is no longer guaranteed and may be taken by another player, without prior notice to me.
4. In the event my child does not participate in the Westerville Warcats hockey program during the 2020-2021 season, and I have not timely canceled this contract as described in Paragraph 2, full payment of the participation fee shall be payable at once without further demand of the Westerville Warcats Hockey Association and without regard to whether I have any claims against Westerville Warcats Hockey Association, the Ohio Scholastic Hockey League or USA Hockey, or any of their respective officers, directors, trustees or employees and coaches.
5. I understand that my child will not be allowed to participate in any Westerville Warcats practices or games unless the first payment (\$375.00) is received by the Westerville Warcats Hockey Association and or before August 31, 2020. Further, my child will not be allowed to participate in any Westerville Warcats practices or games if payment of any subsequent monthly installment of the participation fee is not received with ten (10) days after it is due.
6. I understand that if I breach this Contract, I will be responsible for any collection costs, including reasonable attorney fees, and other expenses incurred by or on behalf of the Westerville Warcats Hockey Association related to any collection efforts or action brought to collect on or to enforce the Contract.

Westerville Warcats Hockey Association
2020– 2021 PLAYER FINANCIAL CONTRACT

7. I understand that, in signing this Contract, I agree, on behalf of myself and my child, to abide by the rules, regulations and code of conduct of the Westerville Warcats Hockey Association, the Ohio Scholastic Hockey League (formerly known as the Greater Columbus High School Club Hockey League) and USA Hockey as in effect from time to time and as may be described in handbooks, written policies or other forms of communication. Failure to follow such rules, regulations and code of conducts as described herein may result in the dismissal of my child as a participant in the Westerville Warcats Hockey Association in its sole and absolute discretion. Such dismissal will not relieve me of my obligation to pay the full participation fee in accordance with the terms of this Contract.
8. I understand that this Contract must be fully executed and returned to the Westerville Warcats Hockey Association Board of Trustees on or before August 21, 2020 to assure reserving a place for my child on the roster of the Westerville Warcats hockey team, but subject to the provisions of Section 3 above. If this Contract is returned after this deadline it will be processed as received until the roster is full as determined by the Westerville Warcats Hockey Association Board of Trustees. No player will be allowed to practice or participate in any games of the Westerville Warcats Hockey Association until a fully executed Contract is delivered and accepted by the Westerville Warcats Hockey Association.
9. Amounts not paid in accordance with the terms of this Contract may be assessed a monthly late charge in the amount of 1.5% on any unpaid amounts owed.
10. I have read and understand this Contract as well as all rules, regulations and codes of conduct of the Westerville Warcats Hockey Association, the Ohio Scholastic Hockey League and USA Hockey and voluntarily sign this Contract after having had the opportunity to seek advice and counsel by my personal attorney.
11. I give permission to use my child's name, likeness, image, voice, and/or appearance as such may be embodied in any pictures, photos, video recordings, audiotapes, digital images, and the like (collectively referred to as "Materials"), taken or made on behalf of the Westerville Warcats Hockey Association. I agree that the Westerville Warcats Hockey Association has complete ownership of such Materials including the entire copyright, and may use them for any purpose consistent with the Westerville Warcats Hockey Association mission. These uses include, but are not limited to illustrations, bulletins, videotapes, reprints, reproductions, publications, advertisements, and any promotional materials in any medium now known or later developed, including the internet. I acknowledge that I will not receive any compensation for the use of such Materials and hereby release the Westerville Warcats Hockey Association agents, employees, coaches and trustees from any and all claims which arise out of or are in any way connected with such use. Notwithstanding the above, the Westerville Warcats Hockey Association will not publish any player's home address, phone number, email address, or social security number.
12. I agree that, should a court determine any part, term or provision of this Contract to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be part of this Contract.
13. I agree that this Contract is governed by Ohio law and that the exclusive venue for disputes related to this Contract is Franklin County, Ohio.
14. I agree that this Contract may be amended only by writing duly executed by all parties as indicated below and is intended and understood to be binding upon all officers, directors, trustees, parents, guardians, affiliates, predecessors, agents, heirs, successors and assigns of each party.
15. This Contract sets forth the entire understanding and agreement between the parties hereto, fully supersedes any and all prior agreements or understandings alleged to have been made, and shall not be modified by any verbal statement made or attributed to the parties subsequent hereto.

Westerville Warcats Hockey Association
2020– 2021 PLAYER FINANCIAL CONTRACT

Westerville Warcats Hockey Association

Parent (Financially Responsible Party)

By: Tom Reisinger July 14, 2020
Tom Reisinger – Vice President Date

Parent Signature Date

Printed Name