**Hawaii Scholastic Soccer Federation (HSSF) Registration**

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| --- | --- | --- |
| Name: | #1 Phone: | #2 Phone: |
| Address: | City: | Zip: |
| e-mail: | | |
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**INDEPENDENT CONTRACTOR AGREEMENT**

THIS INDEPENDENT CONTRACTOR AGREEMENT is by and between H.S.S.F. and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Contractor"), whose address, phone number(s) and e-mail(s) are stated above.

H.S.S.F. desires to contract with Contractor to perform officiating services for H.S.S.F. and Contractor desires to perform such services.

The parties agree as follows:

**Independent Contractor:** For all purposes under this Agreement, Contractor shall be considered an independent contractor and not an employee of H.S.S.F. Except as otherwise required by law, Contractor agrees that all state and federal withholding taxes, unemployment insurance contributions and assessments, workers' compensation insurance, general excise tax, self-employment taxes, and any and all other taxes, fees, assessments or contributions, owed by Contractor as an independent contractor, shall be the sole responsibility of Contractor, and shall be paid by Contractor. Contractor shall bear full responsibility and liability for compliance with all obligations imposed upon employers by all state and federal laws, including, without limitation, safety, labor relations, wage-hour, equal employment opportunity and laws governing pension and profit-sharing plans. Contractor recognizes that he/she is not an employee of H.S.S.F. and, therefore, is not entitled to any benefits from H.S.S.F. under any unemployment insurance law, workers' compensation law, minimum wage law, TDI insurance, prepaid health insurance laws or laws governing pension or profit-sharing plans.

**Waiver; Release; Indemnity for Work Performed:** In consideration of Contractor's payment for the work performed, Contractor hereby releases and discharges H.S.S.F., and any other agents or representatives of H.S.S.F. from any claims, liability, demands, suits, actions, loss, injuries, damages or expense to person or property which Contractor may suffer, directly or indirectly, present or future, known or unknown, arising out of or relating to performance of any officiating services for H.S.S.F. Contractor understands and agrees that he/she is solely responsible for any and all damages and expenses arising out of or relating to any injury sustained by his/her in connection with said performance of such work.

**Other Waiver, Consent and Release of Liabilities:** I hereby consent to the investigation and verification of all information given in this application, including searches of law enforcement and public records (including driving records and criminal background checks, contact with former employers and reference interviews. I hereby release and agree to hold harmless H.S.S.F. and its officers and volunteers and any person or organization that provides information for or to H.S.S.F., concerning the use of or any attempt to verify the information provided in this application. I declare that all of the information given by me in this application is true and complete to the best of my knowledge, and I understand that any misrepresentation or omission may be cause for suspension or dismissal from my services to, for or status with H.S.S.F. I hereby agree to abide by the NFHS Code of Ethics for Officials, the H.S.S.F. bylaws, rules, regulations, policies, and procedures, all decisions and directions of the H.S.S.F. Board of Directors and Officers, and understand that I may be removed or terminated as an H.S.S.F. referee or provider of other services at any time with or without cause.

**Disclaimer, Assumption of Risk and Waiver:**For myself, and on behalf of my heirs, assigns and next of kin, I acknowledge that participation in soccer refereeing necessarily involves travel, participation on adverse field conditions, potential physical contact with considerable force with equipment and other participants, and risk of severe, permanent physical injury including bruises, scrapes, strained, sprained, or torn muscles, tendons, or ligaments, broken bones, dislocation of joints, concussion, brain damage, nerve and spinal cord injury, paralysis and death. For myself, and on behalf of my heirs, assigns and next of kin, I willingly and voluntarily accept and assume all such risks of participation. In consideration of accepting me to render referee and other services, for myself and on behalf of my heirs, assigns and next of kin, I hereby release, discharge and agree to hold harmless H.S.S.F., its directors, officers, volunteers, officials, sponsors and other representatives and any and all owners, lessors, lessees, or other persons or entities allowing, permitting or authorizing the use of facilities by H.S.S.F., and the agents, employees, officers and directors of said person or entities from any all claims, demands, costs, expenses and compensation arising out of or in any way related to any injury or other damage that may result to me or individuals I invite or for whom I am otherwise responsible while participating in or present at any H.S.S.F. refereeing activity or any H.S.S.F. sponsored event, including any physical or other injury caused by the negligence of any person or entity describe above. Participation with H.S.S.F. as a referee or otherwise shall at all times be subject to the terms and conditions hereof without limitation to the year or season in or for which this form is executed.

I acknowledge that H.S.S.F. may compile and use addresses and referee related photographs of me for any purpose whatsoever. I consent to such uses and hereby waive all rights to compensation.

**Conflict of Interest:** The Independent Contractor shall make every effort to avoid assignments that MAY appear to be a conflict of interest. Therefore, the following restrictions to assignments will apply:

• A referee shall not officiate a game involving a school that his/her immediate family member currently attends.

• A referee shall not self assign or accept a center referee assignment in a game involving a school from which he/she or his/her immediate family member has graduated from within the last 2 years.

• A referee shall not officiate a game in which he/she (or immediate family member) is currently employed or is directly affiliated with the school or team.

• A referee shall not self assign or accept a center referee assignment in the gender group of a division, region, or league if he/she has an immediate family member of that gender currently playing in that division, region, or league.

• Referees shall refrain from self assigning or accepting center referee assignments for games involving teams for which they have issued red cards within the prior 3 weeks.

Only in emergency situations will the restrictions listed above be waived by the Assignor alone. Referees are encouraged to not officiate games involving schools, players, or coaches, which may appear to be a conflict of interest. Referees shall notify the assignors of potential conflicts via the Arbiter Sports online personal information section under “Comments.”

**Please check the appropriate response**  - I have read the above paragraph and determined that I:

1) Have no conflicts to report \_\_\_ or

2) Have a conflict to report \_\_\_.

If you have a conflict, please state below what school, and the reason for conflict: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Disclosure:** Per our contracts with the OIA and ILH, we are prohibited from assigning any official if we have “evidence and/or records of violence, alcohol or drug abuse; evidence and/or records of sexual offenses; evidence and/or records of offenses involving children; any circumstance that indicates a person may pose a risk to the health, safety, and well-being of children; and/or other unsuitable, inappropriate or unprofessional behavior”.

**Please circle your response to the questions below:**

1. Have you ever been subject to any court order or other proceeding involving any sexual, physical or verbal abuse including but not limited to any domestic violence or civil harassment injunction, restraining order, or protective order?

**YES NO**

1. If **Yes**, attach a separate sheet describing crime in full. Include date(s) of crime(s) and in which country and/or state.

**Termination:** This Agreement may be terminated at any time by H.S.S.F. or Contractor for any reason, by giving two weeks’ written notice to either one.

**Entire Agreement:** This Agreement may not be modified except by the prior written consent of the parties. This Agreement represents the entire agreement between the parties. All prior agreements are void and will be of no effect.

I HAVE READ THE ABOVE DISCLOSURE, STATEMENT, WAIVER, CONSENT AND RELEASE OF LIABILITY, DISCLAIMER, ASSUMPTION OF RISK AND WAIVER, AND ACKNOWLEDGEMENT AND CONSENT AGREEMENTS, FULLY UNDERSTAND THE TERMS OF EACH, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY MY SIGNING THIS FORM AND AGREEING TO THESE TERMS, AND I SIGN THIS FORM AND AGREE TO THESE TERMS FREELY AND VOLUNTARILY. FURTHERMORE I AGREE TO INFORM H.S.S.F. IN A TIMELY MANNER IF ANYTHING ON THIS FORM OR ITS ATTACHMENTS CHANGES.

**I CERTIFY THAT ALL INFORMATION PROVIDED BY ME IN THIS DOCUMENT IS COMPLETE AND ACCURATE.**

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Signature Date

The parties have executed this Agreement as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2018.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Contractor Signature H.S.S.F. Representative Signature