

# **AAD / USSSA TOURNAMENT PARTICIPATION AGREEMENT** – April 2022

*The Team Manager agrees to communicate the below expectation/understandings to his/her team prior to participation.*

## **CODE OF CONDUCT -**

As a condition of participation, the Team Manager will adhere and require the adherence of his/her team (coaches, players, parents, spectators and sponsors) to the following terms and conditions:

1. Agree that only legal players, compliant with the National USSSA Bylaws and rostered on the national USSSA roster will participate in this event AND if the players parent/guardian has not signed the on-line USSSA waiver, will secure parent / legal guardian signatures for each participant AND submit roster to the Site Director prior to participation.
2. Agree to allow only coaches that are listed on the team's page on the national USSSA website and that have passed the required JDP background check to participate in the event.
3. Agree that all players, coaches, managers, sponsors and spectators are expected to conduct themselves in a sportsmanlike manner at all times. If warranted, the offending party shall be sanctioned at the discretion of the Umpires and / or Tournament Directors, up to and including removal from the remainder of the event and submitted to the state office of USSSA for disbarment.
  - a. Agree arguing of or objectionable demonstration at an official's judgment calls shall not be tolerated and may result in an ejection, and/or up to removal from the event.
  - b. Agree negative dialog, between opposing teams, shall not be tolerated and may result in ejections and/or up to removal from the remainder of the event.
  - c. Agree throwing of equipment (intentional or accidental) may result in an automatic ejection.
  - d. Agree abusive language or cursing shall not be tolerated under any circumstances and WILL result in an automatic ejection and/or, up to the removal from the remainder of the event.
4. Agree that any player, coach, manager, sponsor, or spectator leaving their position or base, in the field, on the bench, in the dugout area or grandstands to participate in a fight, brawl or altercation shall be immediately ejected from the event and will be submitted for disbarment pursuant to USSSA Rule 13.00.
5. Agree that any coach, manager or sponsor ejected from a game shall immediately remove him/herself to the parking lot for the remainder of the game and will be suspended the next two games. Additional sanctions may be assessed at the discretion of the Tournament Director or State/National USSSA Office.
6. Agree that any spectator ejection, will suspend that spectator for the balance of that game, and disqualify, the player associated with the spectator, for the remainder of that game. Subsequent spectator ejections, during the same event, will result in the suspension of that spectator and the player associated with that spectator, for the remainder of the event.
7. Agree that any player ejected from a game shall either immediately remove him/herself from the vicinity of the playing field for the remainder of the game or be confined to the dugout area for the remainder of the game at the discretion of the game officials and/or Tournament Director. Depending upon the violation the player may be suspended for the next game, and/or up to the remainder of the event.
8. Agree that any physical contact or assault of a game official or director will result in the immediate forfeiture of that game and the team's immediate removal from the event and ban from future invitational events for a period of 1 year AND submitted to the State/National USSSA office for disbarment.
9. Agree that possession and/or consumption of alcoholic beverages is prohibited at all facilities, including parking lots. Those, who in the opinion of an official or Tournament Director that appear intoxicated, shall be removed from the remainder of the event.
10. Agree to only use equipment that is approved by the State/National USSSA office.
11. Agree that, if necessary, a team may be forced to forfeit a game and/or be removed from the event and may not be invited back to a future invitational event.
12. Agree to adhere to all other provisions of the current National and NM/TXW USSSA Rules and By-Laws as well as local park rules.

**BOTTOM LINE – If you have an issue during the game contact the Site Director or Tournament Director. Do not abuse the officials or staff.**

## **LIABILITY WAIVER -**

The Team Manager (here after referred to as the Applicant), under the authority granted by his/her team (participants, parents, spectators, coaches and sponsors) and freely accepted by the Applicant hereby releases the USSSA, NM/TXW USSSA and AAD/USSSA, its elected and appointed officials, employees, contractors and volunteers and any others (here after referred to as the Organizer) working on behalf of this program and it's events, from any and all liability or responsibility to the applicant or anyone claiming through or under the applicant by way of subrogation or otherwise, for any loss or damage to applicants property or person resulting from any incident, except damages resulting from gross negligence of the Organizer. The Applicant acknowledges the potential for injury to participants, coaches, and spectators and is responsible for acquiring medical and liability insurance covering all exposed individuals and has been informed the Organizers may not insure those at risk while attending or participating in the event. The Applicant further agrees that he/she will inspect all facilities (c/o playing fields, dugouts, stands, restrooms, etc.) on behalf of his/her team, and only participate after accepting the conditions present at the time of the contest. This agreement shall remain enforce for the foreseeable future events if the team's name and manager stay the same.

**Payment/Withdrawal Policy** - The entry deadline is the deadline to withdraw. The entry deadline is posted on the national USSSA website for each event. 100% of the entry will be refunded if the in writing (email) is received by the withdraw deadline. After the withdraw deadline has passed, if a team drops there will be no refunds unless a replacement team can be found and placed in the withdrawing teams spot in the bracket. When a division is full and a waiting list started, the payment deadline may be moved earlier and any unpaid team can be replaced with a paid waiting list team.

**Cancelations/Refund Policy** – In Pandemic Risk - If the risk of a government mandated shut down exists (due to a pandemic or similar event) we will not be ordering trophies or individual awards until after the event to ensure lower overhead and events specific indirect expenses and increase the credit amount. Any team or individual awards earned will be shipped/delivered to the recipients. If the event is canceled after the registration/withdrawal but prior to the start of the event, the team will be issued an 100% credit for a future AAD/USSSA event.

Post Pandemic Risk – If operations have returned to normal there is always a chance an event could be completely rained out or cancelled by a disaster or act of God. Please be aware that up to 40% of the entry fee could be retained to cover the event expenses (event branded awards, event branded trophies, insurance fees, umpire scheduling, printing, branded souvenirs, out of town officials lodging as well as administrative costs and overhead) if the tournament is canceled after the registration/withdrawal deadline), the team will be issued a 60% credit for a future AAD/USSSA event. After any percentage retained is deducted the remaining credit will be based on a prorated amount of games guaranteed. A game that has started but suspended counts as a game played if it cannot be continued.

**Game Officials (Umpires)** – Since Covid, finding, recruiting, training and retaining game officials have become increasingly difficult. That said, every attempt will be made, including bringing in out of town/state officials to ensure every game is officiated by two officials. If two officials cannot be put on a game the teams involved will receive a refund for the portion of the entry fees allocated to the missing official/s.

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Team Name

Age

Manager Name

Manager Signature

Date