AAD / USSSA TOURNAMENT PARTICIPATION AGREEMENT

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 will secure parent / legal guardian signatures for each rostered participant AND submit roster to the Tournament Director prior to participation.
- 2. 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.
 - a. Agree any player, coach, manager, sponsor or spectator whose conduct is unbecoming or abusive shall at a minimum be reprimanded with a warning.
 - b. Agree arguing of or objectionable demonstration an official's judgment calls shall not be tolerated and may result in an ejection.
 - c. Agree negative dialog, between opposing teams, shall not be tolerated and may result in ejections
 - d. Agree throwing of equipment shall result in an automatic ejection.
 - e. Agree abusive language or cursing shall not be tolerated under any circumstances and shall result in an automatic ejection.
- 3. 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 game and may be disbarred / suspended pursuant to USSSA Rule 13.00.
- 4. Agree that any coach, manager, sponsor, or spectator ejected from a game shall immediately remove himself from the vicinity of the playing field and / or grandstands for the remainder of the game. Additional penalties may be assessed at the discretion of the Tournament Director or State/National USSSA Office.
- 5. 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.
- 6. 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 sanctioned.
- 7. Agree to only use equipment that is approved by the National USSSA office.
- 8. Agree that if necessary, a team may be forced to forfeit a game and / or be removed from the event.
- 9. 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.

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 all future events if the team name and manager stay the same.

Payment/Withdrawal Policy - The entry deadline is the deadline to withdraw. The entry deadline is always 10 days prior to the scheduled start date of the 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.

<u>Cancelations/Refund Policy</u> – 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 deadline (10 days prior to event start) 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 – Once 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 (10 days prior to event start), 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.