

COMPETITIVE BASEBALL AGREEMENT

12U Team

This Agreement is entered into on the date entered below between The Lee's Summit Cubs Baseball Team ("Team") and _____ ("Parent") on behalf of and relating to Parent and _____ ("Player").

Jason M. Kueser ("Manager") shall execute this Agreement on behalf of Team. Manager, Team, Parent, and Player shall be collectively referred to herein as "the Parties."

This Agreement shall be binding on the Parties for the period beginning August 1, 2016 and ending July 31, 2017 (the "Season").

In exchange for good and valuable consideration, the receipt of which is hereby acknowledged, the Team, Parent, and Player agree to the following terms:

1. Voluntary Participation. Parent and Player have elected, without coercion, undue influence, or any threats, to participate as a member of Team. As such, Parent and Player understand that the Team will be participating in competitive baseball during the Season. Because of the nature of competitive baseball, Parent and Player understand and agree that Player may not receive an amount of playing time equal to that received by other players on the team in any game during the Season or during the Season as a whole.

2. Age of Player, Birth Certificates. Parent agrees and represents that Player is born on or after May 1, 2004.

3. Team Environment. Manager and Team agree to provide Player with an environment to learn and play competitive baseball. Neither Manager nor Team provide any guarantees or other assurance that Player's baseball playing ability will improve during the Season. Manager also does not guarantee that Player will receive as much playing time as other players on Team or that Player will receive equal opportunities to play any position(s) as other players on Team.

4. Coaches. All coaches, including Manager are volunteers and shall not receive any compensation for their work. However, Manager and the Team's coaches shall receive a discount on their son's team dues, as follows:

| | |
|----------------------|---------|
| Manager | \$1,000 |
| Assistant Head Coach | \$ 500 |
| Assistant Coaches | \$ 250 |

This discount is not to be considered as compensation to the Coaches.

5. Team Expenses. Parent acknowledges and understands that Manager and Team have incurred and will incur substantial expenses related to the Team. As of the date of this Agreement, Manager has estimated the Team Expenses for the year. This estimated amount includes all necessary league dues and tournament entry fees, as well as equipment costs, and at least one jersey and hat. If Parent would like to see a copy of the estimated Team Expenses, they may request that information from Manager.

6. Team Dues/Payments. Prior to any discounts, credits, or any other deductions, each player's Team Dues shall be One Thousand Two Hundred Fifty Dollars (\$1,250) for the Season. This amount does not include any payment toward Team's Cooperstown Fund (see below).

During the Season, Parent shall be responsible for paying Player's Team Dues in two payments to Team.

a. Initial Payment. Parent shall pay team an amount equal to one-half (1/2) of their Team Dues on or before September 30, 2016. Parent agrees, acknowledges, and understands that if Player is

removed from Team for any reason anytime after August 24, 2015, Parent shall not be entitled to a refund of any portion of the Initial Payment.

b. Second Payment. Parent shall make second payment to team in an amount equal to one-half (1/2) of their Team Dues on or before February 15, 2017.

c. Effect of Suspension or Removal from Team. If Player is suspended or Removed from Team after one or both of the payments referenced in this paragraph are made, Parent acknowledges and agrees that they will not be entitled to any refund from team upon said suspension or Removal.

7. Cooperstown Fund. Team is planning to participate in the Cooperstown Dreams Tournament in Cooperstown, New York during the Summer of 2017.

a. Total Cooperstown Expenses. Team will be required to pay a minimum of Fifteen Thousand Dollars (\$15,000) as its Entry Fee for the Cooperstown Tournament.

b. Payments To Date. To date, Team has paid One Thousand Dollars (\$1,000) toward its Entry Fee, which leaves a remaining balance of Fourteen Thousand Dollars (\$14,000).

c. Required Payments by Team. Team is required to make an additional payment of Three Thousand Dollars (\$3,000) on or before November 1, 2016 and the remaining balance is due on or before March 1, 2017 ("Remaining Cooperstown Balance").

d. Fundraising Goals/Deficiency. Team is expecting to raise funds to cover the Remaining Cooperstown Balance. However, if Team is not able to raise funds to cover the Remaining Cooperstown Balance on or before February 1, 2017, and Team decides they want to participate in the Cooperstown Tournament, Manager will apply Team funds to cover the Remaining Cooperstown Balance and will require each Parent to pay a pro-rata share of the Remaining Cooperstown Balance, less the amount of Team funds applied. If Team does not receive funds adequate to cover the Remaining Cooperstown Balance on or before February 15, 2017, Team will not participate in the Cooperstown Tournament.

8. Sponsors. The team encourages Parents to obtain sponsors. Accordingly, Team offers a discount to Parent toward Player's Team Dues for bringing sponsorship contributions to the team. The discount offered varies based on the amount of sponsorship contributions Parent brings to the team, as referenced in the following table:

| Sponsorship Contribution | Credit Toward Payments |
|--------------------------|------------------------|
| \$1,000 - \$1,250 | \$150.00 |
| \$1,251 - \$1,500 | \$250.00 |
| \$1,501 - \$2,000 | \$400.00 |
| \$2,001 - \$3,000 | \$600.00 |
| \$3,001 or more | \$1,000.00 |

For purposes of this paragraph, a Parent is deemed as having obtained or brought a sponsorship contribution to Team if they deliver payment from the sponsor to Manager or if the sponsor instructs Manager that the sponsor is making payment on behalf of Parent or Player. Further, a sponsorship contribution shall be defined as payment of cash or other consideration deemed acceptable by Manager from Sponsor to Team. Team will use contributions from sponsors for additional uniforms, equipment, gear, tournaments and to provide other opportunities for Team.

9. Removal From Team: For purposes of this Agreement, a player shall be deemed as "Removed" from Team if that player voluntarily leaves the team AND/OR if that player is involuntarily removed from the Team (i.e.,

dismissed from the Team).

10. Parent Code of Conduct. Parent agrees to be bound to the Parent Code of Conduct, attached hereto, fully and completely and accepts all terms of the Parent Code of Conduct.

11. Player Conduct; Dismissal. Parent agrees, acknowledges, and understands that Player is expected to follow the Player Code of Conduct and that failure to do so may result in Player being suspended and/or dismissed from the Team.

12. Waiver and Release. Parent hereby gives his or her approval for Player to participate in any and all baseball or baseball related activities related in any way to Team, including transportation to and from the activities. Further, Player agrees, acknowledges, and understands that participation in baseball may result in serious injuries and protective equipment does not prevent all injuries to players, and does hereby waive, release, absolve, indemnify, and agree to hold harmless Jason M. Kueser, the Lee's Summit Cubs, and any coaches, organizers, sponsors, supervisors, participants, and persons otherwise assisting Team during any practice, game, activities relating to Team, and/or transporting Player to and from any practice, game, or activities relating to Team from any claim arising out of any injury to Player whether the result of negligence or for any other cause.

DATED: _____
BY:

PARENT

MANAGER

CODE OF CONDUCT AGREEMENT

This Code of Conduct Agreement is part of the Competitive Baseball Agreement entered into between Parent and Team.

The following policies regarding the conduct of parents are being established to support the Lee's Summit Cubs. We need parental support and participation as we seek to develop quality young men from boys through the game of baseball. In consideration for your support of this Parent Code of Conduct, you can expect the coaching staff to abide by Cubs coaching policies and team philosophy. By signing the Agreement and this Code of Conduct Agreement, you agree to be bound to this Code of Conduct.

PARENT CODE OF CONDUCT & SUPPORT

- Be supportive of, and reinforce all elements of the Player Code of Conduct on and off the field.
- Don't complain about things! You would be surprised as to what trickles down from you to your child. Even though they don't listen to us many times, that's only selective listening. Complaining about any of the following may result in your son being suspended or dismissed from the Team:
 - Umpire calls
 - Field & facility conditions
 - Coaches' decisions
 - Game circumstances
 - Coaches on opposing teams
 - Playing time
- Additional things that will not be tolerated, and may result in your son being suspended or removed from the team, include, but are not limited to, the following:
 - Allowing a player to leave the dugout or bench to sit with you (except in emergency situations). Send him back to the dugout. Be sure to provide him with ample fluids to sustain him throughout the game.
 - Use of crude, profane or vulgar language.
 - Outward displays of displeasure with the officials.
 - Consumption by you (the Parent) of alcohol and/or drugs prior to or during games or practices.
 - Critical, judgmental, or negative talk directed toward teammates and opposing team members.
 - Critical, judgmental, or negative talk directed toward parents of the opposing team or any person in the stands.
 - Other general behavior that is deemed unacceptable under the circumstances.
- If you have a complaint or problem with anyone on the coaching staff of this team, go to that person directly and work it out. Do not let things build up.
- If you have concerns regarding the team and how it's being run, bring them to the Manager, one of the coaches, or to the coaching staff.
- Please discuss all complaints, problems, or concerns privately and outside the listening range of the players on the Team, including your child.
- Please let the coaches instruct, position players, and handle the running of the game. Many times we use signals to set up defensive situations or possible plays, so we don't necessarily want to broadcast where we've positioned players.
- Please notify the team's Manager in advance if your son will not be able to attend a practice, game, or other team event, or will be late to a practice, game, or other team event. All players will be expected to arrive to each game no later than 45 minutes prior to the game's scheduled start time.
- This is competitive baseball. As such, please understand that some players on the team may receive more plate appearances, playing time, positions/roles, and starting assignments, than other players.

Consequences for the above actions: Most often, you will be asked by the Manager or one of the coaches to stop the inappropriate behavior. In some cases, particularly if you have offended an official or disrespected a coach, you will be requested to leave the field area. If you do not cease from the behavior or refuse to leave the field area when asked, your son may be pulled out of a game, temporarily suspended from participating in future games and

other team activities, or possibly even dismissed from the team. These decisions are at the discretion of the Lee's Summit Cubs coaching staff. If you or your son are dismissed from the team for a Parent Code of Conduct violation or a violation of the Player Code of Conduct, you will be responsible for any costs specified in the Competitive Baseball Agreement, and NO refunds will be given.

Lastly, by signing below, you acknowledge your clear understanding that all medical, financial, and legal liability issues, activities, and consequences are the exclusive responsibility and domain of the player and/or his respective family, parent(s), and/or guardian(s) and at no time will the Lees Summit Cubs nor any of its associated personnel (including, but not limited to, its Manager or Coaches) be sued legally in any manner, for any expenses, damages (perceived or real, intentional or unintentional), losses, injuries, complaints/problems, complications, and/or inconveniences which may result from participation with the team activities and/or team initiatives. Accordingly you agree to release and forever hold harmless said team and related personnel in all matters, legal, medical, personal, financial, and/or otherwise and assert that no claims shall be made against said team or related personnel for any such reason.

DATED: _____

BY:

PARENT

MANAGER

PLAYER CODE OF CONDUCT

All players on the Lee’s Summit Cubs Baseball Team shall adhere to the following standards as a member of the Team.

Every player on the Team:

1. WILL be coachable (listen to coaches and follow instruction from coaches)
2. WILL demonstrate respect to every other player on the Team, as well as to the Team’s coaches and parents, opposing players, opposing coaches, umpires, and other league or tournament officials;
3. WILL hustle at practices and in games (unless player has a medical condition that limits his ability to do so);
4. WILL arrive at practice on time and properly dressed (unless Manager approves otherwise);
5. WILL arrive at each game IN UNIFORM no later than 45 minutes ahead of the time the game is scheduled to begin (unless Manager approves otherwise);
6. WILL give 100% of his attention, commitment, and effort to the Team during practices and in games.
7. WILL NOT argue with any coaches, players, umpires, opposing players, opposing coaches, or other league or tournament officials;
8. WILL NOT Use foul, abusive, or offensive language or start any argument, altercation, or fight with any other player (or coach) on the Team;
9. WILL NOT question any decision made by Manager or any Coach regarding playing time, position in the batting order, position assigned to player during a game or inning, pitching (or not pitching), or any decision made by Manager or Coach during any game.

I have read, have discussed, and understand this CODE OF CONDUCT AGREEMENT, and on behalf of myself, my spouse (if I am married), and my son, state that I unequivocally support it, and intend to be bound to it, fully, its intent, and its essence. I also acknowledge that my son's failure to comply with the terms of this Agreement, including the Player Code of Conduct may result in my son being suspended or removed from the Team.

DATED: _____

BY:

PLAYER

PARENT

MANAGER