

2020 PLAYER/PARENT (GUARDIAN) WAIVER, CODE OF CONDUCT AND PERMISSION TO PARTICIPATE

All participants in any NORTH VALLEY YOUTH SPORTS, LLC dba PHOENIX STORM FOOTBALL event must acknowledge and accept the following TERMS AND CONDITIONS. Additionally, league participants must sign this waiver of liability to participate. Failure or refusal to waive liability will result in non-participation of that individual and will void any refund.

ACKNOWLEDGEMENT OF ORGANIZATION: I fully understand and acknowledge that North Valley Youth Sports, LLC, (“NVYS”) is a for profit Arizona Limited Liability Company doing business as Phoenix Storm and that part of my registration fee is to assist in funding the organizational and operational matters of the business and company, including but not limited to, company expenses, employees, equipment, coaches, staff, volunteers, and that I have no right to request or inquire about how funds of the company are used or distributed. I fully understand that Phoenix Storm is registering and participating its registered participants and teams in an organized tackle football league known as American Youth Football (AYF) or National Youth Sports (NYS) to compete, that neither AYF or NYS is associated directly with North Valley Youth Sports, LLC or Phoenix Storm Football Club.

EQUIPMENT RESPONSIBILITY: I understand that I am responsible to purchase (outside of the registration fee) and provide my participant with the proper safety equipment, including but not limited to, helmet, shoulder pads, girdle pads, pant pads, socks, shoes, mouth guard. I acknowledge that Phoenix Storm may provide convenient and recommended vendor opportunities to purchase such equipment, however assumes NO RESPONSIBILITY for the overall safety and integrity of such equipment. Phoenix Storm does not endorse any particular brand or vendor. Additionally, I assume full financial responsibility to provide my participant such equipment. I also agree to assume full responsibility for any and all equipment/uniforms loaned to the above named participant from the league or team, and I agree to promptly return, upon request, the uniform and other equipment issued to the above named participant in as good of condition as when received except for normal wear and tear. If I fail to adhere to this policy, I will be responsible for the full replacement cost of such equipment.

INSURANCE DISCLOSURE: I am aware that North Valley Youth Sports, LLC dba Phoenix Storm and AYF and NYS carries group accident insurance which is considered secondary or excess for medical purposes to any and all valid insurance I possess is considered primary insurance. Furthermore, I agree to notify in writing my head coach and North Valley Youth Sports, LLC, dba Phoenix Storm of any medical claim as a result of participation in the Phoenix Storm as soon as reasonably possible. I understand that any registration fee paid does not constitute a direct premium for insurance and that a deductible(s) may apply.

SCHOLASTIC CERTIFICATION: I am of the opinion that my son/daughter/ward is scholastically fit and would benefit by participation in this program. I agree to submit a copy of my son/daughter/wards last completed grade, end of year/last completed report card or a written statement of scholastic fitness from the school administration. I acknowledge that it is my full responsibility to monitor my child's education, and it is my full decision as to if it is necessary to remove or excuse my participant from additional football activities should my child not be able to maintain a solid education.

REFUND POLICY: I understand that registration fees are not refundable for any reason, barring event cancellations prior to the start of the season, or sold out events, trips or leagues. Phoenix Storm reserves the right to exclude intoxicated or disorderly persons from any portion of an event, league or trip without refund of money. Failure to abide by Phoenix Storm or AYF or NYS rules and regulations will result in forfeiture of league/event participation and void any refunds. All prices and arrangements are subject to change without notice. All Travel is non-transferable. No refund on unused services and any refund, if afforded, will be less administrative fees and any expenses incurred in support of the season.

COMMUNICATION AND PROMOTIONAL CONSENT: As a condition to my child's participation, I hereby consent to receive communications via email and mail from North Valley Youth Sports, LLC, and its partners. I understand that NVYS does not sell its contact lists and communications sent may contain program information as well as special offers and may be opted out of by following the instructions in the email or via written request to NVYS. Furthermore, I hereby grant to NVYS the absolute right and permission to make, reproduce, broadcast or otherwise use participant's name and likeness, any photograph, films, videos, recordings, or other depictions or images in whatever form or media in connection with participation in NVYS, throughout the universe in perpetuity and in any and all advertising and promotion materials, in any manner or media whatsoever for purposes of art, advertising, editorial, trade or promotion or any other purpose whatsoever. To the extent that any benefit accrues or may accrue to NVYS. I hereby and forever waive any interest in or claim to such benefits and acknowledge that NVYS is under no obligation to exercise any rights granted herein.

ADULT CODE OF CONDUCT: In order to uphold the goals of North Valley Youth Sports, LLC, dba Phoenix Storm and ensure that all participants have the benefit of a safe and fun learning environment, all parents, guardians and other adults and attendees of NVYS, Phoenix Storm or AYF events, including but not limited to practices, competitions, and banquets, must behave accordingly in a respectful, courteous and sportsmanlike manner at all times. Any adult who is using alcohol, tobacco or non-prescription drugs and/or appears intoxicated at a NVYS, Phoenix Storm or AYF or NYS event, and/or who is flagrantly rude, attempts to intimidate, verbally abuse, heckles, taunts, ridicules, boos, throws objects and/or uses vulgarity or profane language/gestures with an official, coach volunteer, staff member, participant or other event attendee, must receive a verbal warning and/or be asked to leave a NVYS, Phoenix Storm or AYF event. The member organization may also provide a written warning to the individual regarding the misbehavior. The adult's children may also be removed from the event. Any adult who physically assaults an official, coach, volunteer, staff member or participant or threatens grave bodily harm may be banned from any and all NVYS, Phoenix Storm or AYF or NYS events for one year from the date of the offense, and their children may also be removed from any and all NVYS programs for that same period of time. After the ban has expired, if the individual commits another offense of the adult code of conduct, the individual will be permanently banned from any and all NVYS events and the individual's children may also be permanently removed from any and all NVYS programs.

RIGHT OF TERMINATION: NVYS and Phoenix Storm reserves the right to deny admittance or terminate the membership if the participant exhibits anti-social, inappropriate or disruptive behavior or attempts to use these services for improper, immoral, illegal or exploitative purposes. In addition, any member who knowingly provides false information will be terminated from the Phoenix Storm. Phoenix Storm reserves the right to refuse any individual or team without explanation. Upon registration, Phoenix Storm and AYF league rules and regulations are to be followed by any and all team members and individuals.

ADHERENCE TO NVYS & AYF & NYS RULES AND PROCEDURES: I hereby understand and acknowledge that as a parent/guardian of a Phoenix Storm participant it is my responsibility to comply with all rule and regulations stipulated, adopted or recognized by NVYS, or AYF or NYS, and understand that any non-compliance with any and all rules and regulations may be cause for discipline and/or dismissal of the participant, myself, and/or any spectators or other person affiliated with the acknowledging party and the named participant. I further understand that the participant must meet AYF and NYS age and weight requirements on their official certification date as established by AYF without exception and that the decision of AYF or NYS is final. I agree to furnish and authenticate a certified copy of a birth certificate of the named participant to Phoenix Storm and AYF or NYS and understand that valid proof of age, a current calendar year's signed medical release, and this acknowledgement must be presented by date of certification in order to participate further in Phoenix Storm and AYF or NYS activities. I/We hereby hold North Valley Youth Sports, LLC, dba Phoenix Storm harmless of any financial loss as a result of any disciplinary action.

CLUB FOOTBALL ASSOCIATION RIGHTS: Phoenix Storm reserves the right to change specific league locations and operating times as necessary due to any required scheduling changes. All fees must be paid in full as listed by each sport and/or event. Verbal registrations will not be accepted nor be considered as confirmation for holding a team or individual spot without individual full payment or team deposit. Phoenix Storm is a Club Football Association that participates in AYF and NYS, and abides by the published football rules and regulations provided by AYF and NYS. Phoenix Storm wants to provide participation to as many athletes as possible, however is also sensitive to its' intent of controlling each team's roster count for quality playing time. Phoenix Storm reserves the right to manage rosters in a manner determined by the Phoenix Storm, including the process for selection and notification to registrants in the event the number of registered players exceeds the minimum roster count. Phoenix Storm does not guarantee equal playing time or position opportunity for every participant; this is a competitive league football association.

DISPUTE RESOLUTION POLICY SEVERABILITY: I hereby understand and acknowledge that all civil disputes between North Valley Youth Sports, LLC, dba Phoenix Storm and all affiliated parties will be subject to binding arbitration in the state of Arizona and in accordance with Arizona law under the guidelines and rules of the American Arbitration Association. I hereby agree that this binding arbitration shall be in lieu of any litigation by and between me, North Valley Youth Sports, LLC dba Phoenix Storm and any and all affiliated parties. I also understand and agree that if I contest any decision or ruling of North Valley Youth Sports, LLC dba Phoenix Storm and seek other recourse, that I will reimburse North Valley Youth Sports, LLC, dba Phoenix Storm for all legal fees and expenses it reasonably incurs. If any portion of this form shall be deemed unenforceable, illegal, and/or invalid, the remainder shall remain in full force and effect.

COVID 19 WAIVER: As a condition of participating in any Phoenix Storm Football Club, NYS, North Valley Youth Sports, LLC “Activities”, I acknowledge and agree to the following: (1) I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I, my registered athlete, family or invitees may be exposed to or infected by COVID-19 while participating in the Activities, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. (2) I understand that the risk of becoming exposed to or infected by COVID-19 at the Amenities and/or while participating in the Activities, may result from the actions, omissions, or negligence of myself and others, including, but not limited to, the Association, the managing agent, and its employees, volunteers, and program participants. (3) I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to the members of my family or to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or that my family members may experience or incur in connection with my use of the Amenities and/or in connection with my participation in the Activities (“Claims”). (4) On my behalf, and on behalf of my family members, I hereby release, covenant not to sue, discharge, indemnify and hold harmless the Association and its directors and officers, managing agent, and their respective employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating in any way thereto. (5) I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of North Valley Youth Sports, LLC, dba Phoenix Storm Football Club, NYS, AYF, Pinnacle High School, Paradise Valley Unified School District, and its directors and officers, the managing agent, and their respective employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after my participation in the Activities.

PERMISSION TO PARTICIPATE: I the parent/guardian of the participant hereby acknowledge that my child is in good general health and I give my approval for my child to participate in any and all activities associated with Phoenix Storm Football. I acknowledge that I am fully aware of the potential dangers of participation in any sport and I fully understand that participation in specific activities relating to football can potentially result in SERIOUS INJURY, PARALYSIS, and PERMANENT DISABILITY AND/OR DEATH. Furthermore, I fully acknowledge and understand that it is not possible to prevent all participants from these and other potential injuries, and therefore I do hereby waive, release, absolve, indemnify, and agree to hold harmless North Valley Youth Sports, LLC, Phoenix Storm, Pinnacle High School, Paradise Valley Unified School District, City of Phoenix Parks and Recreation, City of Phoenix, All Play Foundation, Inc. and any and all managers, members, directors, coaches, organizers, sponsors, supervisors, participants, volunteers, and persons from any claim arising out of any injury to the participant of whom I am a legal parent/guardian, whether the result of negligence or for any other cause. By signing or agreeing to this form, the named participant and I (parent/guardian) acknowledge and fully understand that the Parent/Guardian(s) assume all risk of injury. **EMERGENCY MEDICAL AUTHORIZATION:** I hereby grant my permission for any and all emergency medical/dental treatment and/or first aid to be administered to my child/participant, including authorizing and medical treatment facility/hospital to administer emergency treatment for any illness/accident resulting from participation in any and all Phoenix Storm Football activities.

In consideration of participation in North Valley Youth Sports, LLC, dba Phoenix Storm activities and by my acknowledgement, I hereby stipulate that I have read, fully understand and voluntarily agree to be bound by all of the above and that all information provided by me is true and accurate to the fullest extent of my knowledge.

Parents/Guardian Full Name:		Signature:		Date:	
Participants Full Name:					