

**PLAYER MEMBERSHIP AGREEMENT**  
**Hamilton Wildcats FC**

Accepting a position on any Hamilton Wildcats FC (herein "the Club") team represents a binding agreement subject to the following conditions.

1. **Player.** The Player is identified as one of the following:
  - a. The parent or legal guardian of a minor child under the age of 18 who is entering this agreement on behalf of that minor child.
  - b. An adult over the age of 18 who is entering this agreement.
2. **Non-compete.** The Player agrees to play soccer only for Hamilton Wildcats FC for the duration of this Agreement, except when:
  - a. The Player is granted explicit permission by the Club to participate with another team during that time as a guest player.
  - b. The Player is participating with the Club as a guest from another club.
  - c. The Player is participating with the Club as a secondary pass holder.
3. **Non-solicitation.** The Player agrees not to solicit or recruit players or staff members away from the Club while this Agreement is in effect and for a period of 2 years following the termination of this Agreement. Solicitation of players or staff members includes:
  - a. Directly offering an active player or staff member a position with another team or club.
  - b. Indirectly offering an active player or staff member a position with another team or club.
  - c. Acting as an intermediary for another team or club for the purposes of recruitment.
  - d. Contacting active players or staff members regarding opportunities outside of the Club.
  - e. Coercing or influencing the decision of a player or staff member which results in the player or staff member leaving the Club.
4. **Term.** The term of this Agreement is considered in full effect at the time of offer acceptance by the Player. This Agreement shall end on July 31st of the year following the offer acceptance or upon execution of a revised Agreement between the Club and the Player.
5. **Fees.** The Player agrees to pay all fees, including deposits and other membership fees, uniform costs and proportional team expenses which may be incurred during the season. Fees must be paid in full in accordance to the payment schedule defined upon offer acceptance, except when:
  - a. A prior credit exists and is applied to the fee balance.
  - b. A credit is issued based on special circumstances as specified by the Executive Board.
6. **Refunds.** The Player acknowledges that no fees are eligible for refund, regardless of the collection status, except when a majority of the Executive Board votes to issue a full or partial refund on the basis of special circumstances to be reviewed on a case by case basis.
7. **Termination.** This Agreement can be terminated by the Club only with a majority vote of the Executive Board. Grounds for termination include any violation of the Player, Parent or Coach Code of Conduct. This agreement cannot be terminated by the Player. The Player acknowledges that all fees are non-refundable regardless of the status of this Agreement.
8. **Severability.** If, for any reason, any provision of this agreement is held invalid, all other provisions of this agreement shall remain in effect. If this agreement is held invalid or cannot be enforced, then to the full extent permitted by law any prior agreement between the Club and the Player shall be deemed reinstated as if this Agreement had not been executed.
9. **Modifications.** This instrument is the entire Agreement of the Club and the Player. Oral changes have no effect. It may be altered only by a written Agreement signed by all parties.
10. **Settlement by Arbitration.** Any claim or controversy that arises out of or relates to this Agreement, or the breach of it, shall be settled by arbitration in accordance with the rules of the American Arbitration Association. Judgment upon the award rendered may be entered in any court with jurisdiction.
11. **Electronic Signature.** Electronic acceptance of this Agreement is equivalent to any other means of signature and represents a binding contract.