

**SACRAMENTO YOUTH FOOTBALL**

**LEAGUE ASSOCIATION / TEAM CONTRACT AND RELEASE**

1. WHEREAS, Sacramento Youth Football (“SYF”) is a privately organized league, the purpose of which is to, among other things, facilitate, manage, and establish bylaws, rules, guidelines, conferences and divisions for youth football and cheer associations and teams in the greater Sacramento area.

2. This Contract covers the football and cheer season for the year 2012; this Contract, whether you opt-in or opt-out for 2012 shall be delivered to the SYF Commissioner’s Office no later than **November 1, 2011**, failure to timely deliver this signed Contract by said date shall result in a team’s immediate forfeiture of all championship participation rights.

\_\_\_\_\_ On behalf of my association / team, I certify that my association will *not*  
(Initial) be a member of SYF for the year 2012 and thus *opt-out* of membership and this Contract with no further signature(s) required as to paragraphs 3 through 9.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name, Title and Association/Team

By: \_\_\_\_\_  
Signature of Authorized Team Representative

\_\_\_\_\_ On behalf of my association / team, I certify that my association will be a  
(Initial) member of SYF for the year 2012 and thus *opt-in* of membership after fully reviewing each and all of the terms, conditions and releases stated in this Contract, paragraphs 3 through 9, signing on page 3.

3. NOW THEREFOR, the Commissioner of the SYF, Louis Jay Erhart, or his duly elected representative, shall have the sole and exclusive authority and responsibility over any and all matters for the league including but not limited to: its membership; its divisions; its game schedules and locations; its sponsors and advertisements; its use and selection of officials; the election of Vice-Commissioner’s for each division of football and cheer offered for a particular year (the Vice-Commissioners volunteer at the sole discretion of the Commissioner); and eligibility requirements for all participant athletes.

4. NOW THEREFOR, the Commissioner on a yearly basis shall select and offer various association/teams to be members; either as members in good standing with full rights or as a member in good standing but on probationary status with limited rights. Membership for a particular year is subject to forfeiture and termination, is discretionary and revokable immediately at any time without any written notice at the sole and complete discretion of the Commissioner; likewise membership for the present year does not in any way expressly or impliedly guarantee membership in subsequent years. All such members, through their duly selected representatives, shall execute this Contract and any other contract(s)/agreements inclusive of conditions as selected by the Commissioner especially as to those members which shall be on probationary status for the year.

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5. NOW THEREFOR, each and every team association/member, on behalf of its president, association board, staff members, representatives, successors, in consideration of the value of the membership in SYF and all terms herein, hereby agrees to be an independent member of SYF, except as otherwise set forth herein or by another agreement with SYF (inclusive but not limited to the SYF Rules and Code of Conduct), and to be solely responsible for all management, tax and financial matters for their own football and cheer programs. Each and every association member shall be solely responsible and in good standing with respect to: any required federal and state non-profit regulations inclusive of 501(c)3 requirements; any and all applicable federal and state taxes; maintaining at all times facility insurance with \$1,000,000 limits including SYF as additionally insured.
6. NOW THEREFOR, the undersigned, on behalf of said team and association, acknowledge, appreciate, agree, and covenant that all football and cheer coaches shall be certified (including background checks if necessary) by SYF or third parties
7. NOW THEREFOR, each and every team association/member shall defend and hold harmless and indemnify SYF, SYF's Commissioner, Vice- Commissioner's, their spouses, agents, attorneys, successors, assigns, the game site host(s), assistants, volunteers, medical personnel, coaches, football officials, employees, sponsors, advertisers, owners or lessors of any premise used to conduct the event (collectively known herein as "Releasees"), with respect to any and all injury of any kind, disability, death, financial loss, and/or damage to person or property (tangible or intangible), from participation, travel, or otherwise, whether arising from the negligence of the Releasees or otherwise, and further agree and promise to indemnify and hold harmless the Releasees from any and all claims, liabilities, damages, and expenses (including attorneys' fees and costs incurred) in any proceeding or claim including but not limited to enforcing or defending this Contract or otherwise (venue to be Sacramento County, California).
8. NOW THEREFOR, as for liquidated damages, I appreciate that SYF and each member association of SYF relies on each other member for among other things, maintaining teams in each division (Jr. Pee Wee, Pee Wee, Jr. Midget, Midget, and if applicable levels Mighty Mite and Junior Varsity, if added by a majority association vote) during the season, in order to operate its youth football and cheer programs competently and fund its operations. I appreciate, agree and understand, that when an association / team fails to maintain a team in each division it is not easy to determine, fix or calculate the amount of monetary and non-monetary damages caused thereby, and therefore agree as a result, for liquidated damages the sum of \$1,000.00 may be required to be paid to each other team in a conference if an association/ team fails to maintain a team in each division. I understand that there will be between 7 and 10 teams in each conference (conference members determined by April 1, 2012). I agree to be personally responsible as does the board of directors, and legally liable for the payment of all said sums required; payments, if required, are due to each team in the conference within 30 days after notice sent by first class mail from SYF to the address provided below. If payment is required and not made within said 30 day period, SYF at its election may file legal action to collect said sums due, the prevailing party shall be entitled to interest, reasonable attorney's fees and costs incurred. I also understand and agree that I am the authorized representative on behalf of my association/ team, all other authorized Board of Directors signature's are also below.

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9. I REPRESENT THAT I HAVE FULL AUTHORITY ON BEHALF OF THE ASSOCIATION/TEAM, THAT I HAVE READ AND UNDERSTAND THE MEANING AND EFFECT OF THIS CONTRACT AS WELL AS THE COMPLETE SYF BYLAWS AND RULES FOR THE PRESENT YEAR . I UNDERSTAND THAT IF ANY TERM OR CONDITION INCLUDED HEREIN IS DETERMINED BY A COURT TO BE UNENFORCEABLE THE REMAINING TERMS AND CONDITIONS HEREIN SHALL BE GIVEN FULL FORCE AND EFFECT. I FULLY UNDERSTAND THESE TERMS AND THAT I/WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY UNDUE INDUCEMENT OR INFLUENCE. I INDEPENDENTLY DECIDED WITH THE ADVISE OF LEGAL COUNSEL OF MY CHOICE (OR HAVE FREELY AND VOLUNTARILY DECIDED NOT TO SEEK LEGAL COUNSEL) AS TO THE LEGAL EFFECT AND BINDING TERMS OF THIS CONTRACT INCLUSIVE OF THE AFOREMENTIONED LIQUIDATED DAMAGES, AND I AGREE, PROMISE AND COVENANT TO ABIDE FULLY AND COMPLETELY WITH RESPECT TO ALL TERMS AND CONDITIONS HEREIN. I PERSONALLY GUARANTEE THE PERFORMANCE OF THIS CONTRACT AND THE PAYMENT OF ANY AND ALL SUMS REQUIRED AS SET FORTH HEREIN.

IN WITNESS WHEREOF, the Parties below, on behalf of themselves and their respective associations, have read, understand, agree and appreciate this Contract and Release. I have reviewed the terms and conditions herein and provided copies of this Contract to my association's Board of Directors. I am executing this Contract as authorized and duly appointed on behalf of the respective association / team with the full authority granted by said association and team (if my association / team bylaws, regulations and guidelines, etc., require other appropriate signatures I have attached them to this Contract, otherwise I expressly represent that no other signatures are required); notwithstanding I understand that this Contract shall obligate and is legally binding on my team and association and each member of its Board of Directors.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name, Title, and Association/Team

By: \_\_\_\_\_  
Signature of Authorized Team/ Board Representative

ALL THE REQUIRED SIGNATURES FOR THE BOARD OF DIRECTORS FOR MY ASSOCIATION / TEAM ARE SET FORTH ON THE NEXT PAGE.

I represent that all mailings and notices due under this Contract, or otherwise, shall be sent via U.S. first class mail to the following address:

\_\_\_\_\_  
(Physical Mailing Address, including City, State and Zip Code)

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Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name, Title, and Association/Team

By: \_\_\_\_\_  
Signature of Authorized Team/ Board  
Representative

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name, Title, and Association/Team

By: \_\_\_\_\_  
Signature of Authorized Team/ Board  
Representative

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name, Title, and Association/Team

By: \_\_\_\_\_  
Signature of Authorized Team/ Board  
Representative

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name, Title, and Association/Team

By: \_\_\_\_\_  
Signature of Authorized Team/ Board  
Representative

**SACRAMENTO YOUTH FOOTBALL**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
LOUIS JAY ERHART, Commissioner

(Eff. 10/20/2011)