

TAHOE SPORTS & SOCIAL

Softball League Team Manager Agreement

By clicking “I agree” the Team Manager agrees to the following terms regarding participation in Tahoe Sports & Social’s (“TS&S”)’s summer softball league in South Lake Tahoe (the “League”):

Details: The TS&S League is scheduled to run tentatively from ~May to ~Late August / early September subject to registrations, weather, and other factors. A maximum of 7 teams may register, and the registration deadline is May 12th or until the maximum number of teams have registered, whichever occurs sooner.

Responsibilities: The Team Manager is responsible for the following:

- (1) The Team Manager is responsible for the team and its roster of players. The integrity of the League is dependent upon quality managers who ensure their roster shows up each week and competes in a fair manner with good sportsmanship. The Team Manager is expected to be familiar with, comply with, and enforce team and player compliance with League rules and Softball COVID-19 League Policy, whether communicated orally or in writing. Failure to manage a compliant, respectful roster may result in suspension and/or eviction from the League as determined in TS&S’s sole and exclusive discretion.
- (2) Paying the League registration fee of \$ 745 . Any division of the registration fee amongst the team roster is the responsibility of the Team Manager and not TS&S. All payments are non-refundable unless special circumstances, including a terminated season due to COVID-19. Please use online payment system or coordinate paying with a check made to Tahoe Sports & Social.
- (3) Paying the per game umpire fee of \$15 /team/game. In other words, the umpire is to be paid \$34/game by the teams participating in the game. Payment of and/or division of the umpire fee is the responsibility of the Team Manager and not TS&S. Failure to pay prior to start of game may result in forfeit and failure to pay the next week for overdue and current dues may result in eviction from league without any refund.
- (4) The Team Manager will be the contact person for the team and is responsible for sharing communications and updates with team players.
- (5) The Team Manager is responsible for curating a team roster, keeping that information current, and conveying that information to TS&S. The league is to be notified if a minor (under 18 years old) is trying to be rostered, and may be conditionally approved with a parent / guardian signature.
- (6) The Team Manager is responsible for confirming that all players on the team roster, as well as any substitute player(s), complete, sign, and return a Release of Liability and Waiver of Claims (the “Liability Waiver”). Any team that allows someone to play without a signed Liability Waiver may forfeit the rest of their games, and in the event of a League incident involving a person without a signed Liability Waiver, the Team Manager from that team

shall personally protect, defend, indemnify, and hold TS&S harmless from any liability or damages arising therefrom.

General Agreement Terms:

- This agreement contains the entire agreement between the parties related to the subject matter of this agreement. No other agreement(s), statement(s), representation(s), warranty(ies), covenant(s), and/or promise(s), oral or written, made on or before the date of this agreement will be binding on the parties hereto.
- This agreement shall not be assigned to any other party without the written consent of TS&S. Any attempted and/or actual assignment or transfer of this agreement, without the express written consent of TS&S, is void and of no force or effect. TS&S may assign this agreement to a business entity formed for the purpose of operating the league.
- The failure of TS&S to insist upon strict performance of this agreement, or to exercise any option, right, or remedy herein contained, or available pursuant to applicable law, shall not be construed as a waiver or relinquishment of such term, provision, option, right, or remedy, and the same shall continue and remain in full force and effect.
- This agreement shall be interpreted and governed by the laws of the State of California, and any mediation, arbitration, or other proceeding filed to enforce this agreement, or arising out of the subject matter of this agreement, shall be instituted and maintained only in the State of California, County of El Dorado, City of South Lake Tahoe.
- If a dispute between the parties arises, the parties agree to use their best efforts to attempt to mediate the dispute. A mediator may be an attorney or someone deemed mutually acceptable to the parties who has experience in dispute resolution. If the parties cannot agree on a mediator, then the parties shall each hire a mediator or attorney for the sole purpose of selecting a mediator for the parties. If mediation is ultimately unsuccessful, or if one or both of the parties refuses to participate in mediation, the parties agree to binding arbitration and the arbitrator shall be selected in the same way as the mediator.
- TS&S is not responsible or liable for acts of God; acts of teams or team agents; inclement weather; acts of public bodies; scheduling difficulties; or other contingencies unforeseen by TS&S and/or beyond TS&S's reasonable control. TS&S will make best efforts to reschedule games that need to be cancelled for any of the above reasons but is under no obligation to do so.

Agreement:

I, _____, agree to the terms outlined above as identified by my signature below:

Manager Signature & Date