



TERMS OF MEMBERSHIP

IMPORTANT-READ THIS DOCUMENT CAREFULLY BEFORE BECOMING A MEMBER OF WISE COUNTY YOUTH SOCCER ASSOCIATION. THIS DOCUMENT IS A LEGAL AGREEMENT THAT GOVERNS YOU AND YOUR CHILDS PARTICIPATION IN WCYSA. WCYSA RESERVES THE RIGHT TO UPDATE THE TERMS OF MEMBERSHIP AS NEEDED AND UPDATED TERMS APPLY IN FORCE AS THE PREVIOUS TERMS DID WHEN EXECUTED.

BY JOINING WCYSA, YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS IN THERE ENTIRETY:

- 1. MEMBER RESPONSIBILITIES FOR POLICY CHANGES.** WYCSA may, from time to time, and without notice, make changes to this Terms of Membership, Code of Conduct(s), Rules and Discipline Procedures, Privacy Notice, Field Policies, and website Terms of Use. You agree to abide by the most recent version of any WCYSA policy or procedure and undertake to review these policies from time to time.
- 2. CODE OF CONDUCT.** All members of WCYSA (player, parent, coach, and referee, volunteer) agree to adhere to the code of conduct as posted on the WCYSA website. The codes of conduct may change periodically and should be reviewed each season.
- 3. PARENTAL WAIVER/MEDICAL RELEASE.** Submission of registration and/or payment of fees to WCYSA constitutes membership and granting of parental waiver and medical release to WCYSA in the following manner:
 - a. I/my child is/are in good physical condition and is able to participate in WCYSA. I will not hold WCYSA or any constituent responsible for any injury that might occur during participation in any WCYSA sponsored event.
 - b. I do hereby give my permission for any and all medical treatment necessary to be administered to my member child in the event of accident, illness, injury or sickness under the direction of WCYSA official until such time as I may be contacted. I also assume the responsibility for payment of any and all treatment rendered.
- 4. Privacy Policy.** WCYSA will endeavor to keep any and all information submitted to WCYSA private to the greatest extent allowable and will resist efforts at unauthorized disclosure. This policy relates to the contents of this website and the operation of the association. Not withstanding, members acknowledge and agree that your use of this site

may involve the submission of private information and is not and will not ever be 100% secure. As such, your use of this website and as a member constitutes acceptance of this privacy policy for information collection and use. For more in depth review of WCYSA privacy policies, please see the document "WCYSA Privacy Policy".

5. **By-Laws.** WCYSA By-Laws will govern the operation of the association and thusly the members. By becoming a member of WCYSA, you affirm that you understand and agree with these By-Laws.
6. **Participation.** WCYSA has taken diligent steps to ensure that activities sponsored by the association are safe for participants, the member assumes all responsibility for their participation and do so at your own risk. Activities are subject to any and all local, state and federal laws.
7. **Kidsafe.** WCYSA requires all non-player participants to complete a Kidsafe application as described in the Kidsafe practices as defined on WCYSA's website and as prescribed by VYSA. If a Kidsafe form has not been submitted in the prescribed timeframe, the non-player participants must cease all interaction immediately.
8. **Rules and Discipline.** By becoming a member in WCYSA, you agree to abide by the arbitrary and binding decisions of the Rules and Discipline Policy as administered by the R&D Committee.
9. **Field Use Policies.** WCYSA currently plays all home matches at Veldon Dotson Recreational Park in Wise, VA. This use is permitted by the Town of Wise Parks and Recreation Department. By participating in WCYSA activities at this site, you agree to abide by all WCYSA policies as well as any policies specified by the Town of Wise and/or the Code of Virginia.
10. **Other Policies and Procedures.** WCYSA may develop and implement additional policies and procedures, as developed by the Board of Directors. By becoming a member, you agree to abide by these policies and procedure. These changes will immediately become part of these terms and will apply in force as did the original terms at execution.
11. **INDEMNITY.** You agree to defend, indemnify, and hold harmless WCYSA and its affiliates and all of their employees, agents, directors, officers, proprietors, partners, representatives, shareholders, servants, attorneys, predecessors, successors, and assigns from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs and expenses (including reasonable attorneys' fees and litigation expenses), relating to or arising from your membership and participation in WCYSA and WCYSA related activities and any breach by you of the Terms of Membership.
12. **TERMS AND TERMINATION.** The Terms of Membership will take effect at the time WCYSA received payment for your membership and/or you have submitted application for membership. The Terms of Membership and Membership may be terminated and other actions take by WCYSA in accordance with its Rules and Discipline process if you fail to comply with the limitations described herein.

- 13. SURVIVABILITY.** The provisions concerning property rights, permission of use, submissions, and events beyond WCYSA'S control, confidentiality, and admissibility of this Terms of Membership, termination and governance will survive the termination of this Terms of Membership for any reason.
- 14. WAIVER.** Non-adherence to these terms and conditions will not be construed as a waiver of any subsequent default or failure of performance. No waiver by WCYSA of any right under this Terms of Membership will be deemed to be either a waiver of any other right or provision or a waiver of that same right or provision at any other time.
- 15. ADMISSIBILITY.** A printed version of this Terms of Membership and of any related notice given in electronic form shall be admissible in judicial or administrative proceedings to the same extent and subject to the same conditions as other documents and records originally generated and maintained in printed form.
- 16. SEVERABILITY.** If any part of these terms are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and the liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most clearly matches the intent of the original provision and the remainder of these terms shall continue in effect.
- 17. RESERVATION OF RIGHTS.** Any rights not expressly granted by WCYSA herein are reserved.
- 18. ENTIRETY OF AGREEMENT.** The whole of governing documents contained within the WCYSA website and in paper format set forth shall constitute the entirety of your agreement with WCYSA with respect to your membership.
- 19. IMPLIED OR TANGIBLE RELATIONSHIPS.** No joint venture, partnership, employment, or contract exists between you and WCYSA as result of this Terms of Membership, Membership or your use of this website or any documents contained herein, except your participation as a member with all rights and privileges.
- 20. CONTACT INFORMATION.** If you have questions regarding this Site, your membership or WYCSA, please contact WYCSA at PO Box 444 Wise, VA 24293.
- 21. LIMITATION OF LIABILITY.** In no event shall WCYSA be liable for any direct, indirect punitive, incidental, special or consequential damage resulting or arising out of or connected with the member's participation in Wise County Youth Soccer Association or sponsored activities. Some states do not allow for limitations, so the above limitation may not apply. In any event, the total liability for Wise County Youth Soccer Association for any reason whatsoever shall not exceed the total amount paid by the member to Wise County Youth Soccer Association for the soccer season that the dispute occurred.