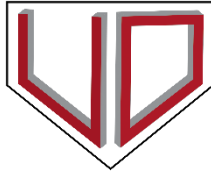


Upper Deck Travel-Ball Corporation

PARENT/PLAYER CONTRACT



“The Upper Deck Travel-Ball Corporation holds our players to the highest expectations by enforcing discipline, structure, community service, and leadership on and off the field. These policies will allow our athletes to shine and excel at a championship caliber anywhere they go in their future.”

- Upper Deck Board of Directors

AGREEMENT

This player/parent agreement (“Contract”) is made between The Upper Deck Travel-Ball Corporation and _____ (Print Player Name), _____ (Print Parent/Guardian Name) On this _____, day of _____, 2018 . The Upper Deck Travel-Ball Corporation and player and parent, in consideration of the promises of each to the other, agree as follows:

Attendance

Every effort should be made to attend all practices, games, tournaments and be on time. That means, “on the field, warming up” by the start time designated by the coach. Be on time for all baseball/softball related activities; the team will not wait on you. If you are running late please call the coaching staff. Parent shall be solely responsible for ensuring that the player is transported to and from all practices, games, tournaments and related activities. Such transportation shall be at the parent's sole expense.

Absences

If a player must miss a practice, he/she must call the coach. If a player misses a practice, he/she should not “expect” to start the following game, though, he/she may. The coach reserves the right to make this decision at his/her discretion

Injuries/Insurance

In the event of an injury, if possible, the player should still attend practice. Much can be learned from helping coaches and listening to practice. If the player becomes injured or becomes ill during a game or practice, it is their responsibility to report it to a coach immediately. Parents shall maintain medical, health, dental and accident insurance for the benefit of the player. The parent understands that any insurance that might be procured by the Upper Deck Travel-Ball Corporation will be secondary. Such insurance (if procured) will only provide benefits to the player once the limits of coverage of the insurance procured by the parent have been

exhausted. Player and parent agree to immediately notify the Upper Deck Travel-Ball Corporation Board of Directors of any claim that the player was injured while participating with the Upper Deck Travel-Ball Corporation.

Attire/Equipment

Parents shall be solely responsible for ensuring the player has the equipment necessary to play for the team including gloves, bats, cleats, catcher's gear (for catchers), and other protective gear. Proper practice attire shall be worn at practice. Please do not wear attire from other organizations; we want players to represent the Upper Deck Travel-Ball Corporation. Players should arrive in the correct uniform for all games and it should be clean and in good shape. Before warm ups start all shirts/jerseys are to be tucked in & remain tucked in for the entire game. All jewelry is to be off before stepping onto the field.

Attendance of Friends/Parents

Players should always remember that practice/game time is not designated as time to visit with friends or family outside the field of play. If necessary, coaches may hold closed practices. Parents please refrain from coaching your child on the sidelines. That includes comments or instruction when up at bat or in the field. Please be courteous to the coaching staff and allow coaches to coach. Outbursts and disruptive behavior from the parents, fans, and players will not be tolerated and any such actions may result in removal from team.

Dugout

Only coaches and players are allowed in dugout. Parents are encouraged to support their children. However, during practices and games they should refrain from approaching the dugout to coach, counselor, or to critique their child. Players should not leave dugout during games unless it is to use the restroom. Players should have everything they need with them inside the dugout (sunscreen, medications, water, etc.). Players are not to make phone calls or send text messages at any time during practice, tournament play, or team meetings unless it is an emergency and permission is granted from the coach.

Conduct

Good sportsmanship and professional behavior is expected at all times, and in all circumstances by both the player and the parent. There should be no conversation with umpires, coaches, players, or parents regarding a call or a play. We will not tolerate disruptive behavior on the field or in the dugout. Upper Deck Travel-Ball Corporation reserves the right to dismiss any player or parent who breaches good sportsmanship or ethics at its sole and absolute discretion that it determines are contrary to the best interest of the Upper Deck Travel-Ball Corporation.

Addressing Concerns/Problems:

The parent agrees to not bring up concerns during and after a game or in the middle of a practice. Parents should call the manager or coach to set up an appropriate time to address questions or concerns.

Financial Obligation/Team Fees:

It is important to be reminded of your financial obligation and ensure that every effort be made to pay your fees on time. In order to keep the Upper Deck Travel-Ball Corporation operating (reserve spots in tournaments, order uniforms & equipment, and provide field and facility use, it is absolutely essential that all fee be paid timely. A non-refundable thirty-dollar player protection fee (PPF) will be due once player has accepted position on the team. This fee is in place to protect the parent/player from an increase in monthly dues if another player on the team leaves. The sibling discount for multiple players is restricted to siblings who share the same parent (legal guardian) and live in the same household.

Should player/parent quit, withdraw or leave the team at any point, for any reason once a team position has been accepted, they will not receive a refund of any kind. A withdrawal form or removal form needs to be completed by the player/parent and an Upper Deck Board Member. Player fees/budgets are set based on the number of players that originally join the team and monthly dues are based on these figures. Should a player decide to leave the team and still have a balance due, they will be held liable for the remaining balance and any other fees acquired. The parent agrees to pay any of said fees as determined by the Upper Deck Travel-Ball Corporation Board of Directors. All fees paid up to the players departure will not be refundable. The parent agrees that players ending a season with an open and delinquent balance may be disclosed to future teams. Future play with other teams may be held in jeopardy until such balances are cleared.

If player fees are behind, the players participation with the team may be affected. If you cannot meet this financial responsibility, or have questions, please contact the Upper Deck Travel-Ball Corporation as soon as possible. All checks should be made payable to Upper Deck Travel-Ball. A returned check fee of \$25 will be charged for any dishonored check. Credit/Debit cards are accepted, there is a fee of \$2.50 for each transaction processed by credit card. Payment for monthly dues will be due by the 7th day of each month. If the due date should fall on a holiday or Sunday, please make your payment on the business day prior to the due date. The parent agrees that a late fee may be imposed after 7 days of a delinquent balance. If payment in full is not received by the 8th day of each month, the parent agrees to pay the late fee of \$20. If payment is still delinquent after 30 days, the player will be suspended from the team. After 90 days of delinquency, our collection agency will be contacted, and the parent will be held responsible for paying any additional fees accrued from the collection agency.

There will be a \$2.50 surcharge added to all credit card transactions.

Facility and Field Use

Players and Parents are expected to maintain proper procedures and cleanliness for the facility and field during and after each use. Please clean up all trash.

Rules and Expectations

The player and parent agree to accept, abide by and comply with all provisions of the Upper Deck Travel-Ball Corporation Bylaws and rules and expectations set forth in this contract. Use of

tobacco products, and consumption of alcohol and/or drugs is strictly prohibited by parents and players at any organized activity associated with the Upper Deck Travel-Ball Corporation.

Listed below are expectations that the Upper Deck Travel-Ball Corporation expects, including but not limited to:

Practice hard at game tempo. We WILL NOT coach poor attitudes. "We cannot coach EFFORT".

Sprint on and off the field at all times. (NO WALKING BETWEEN THE BASELINES).

Be a GOOD teammate.

Be coachable, we know you bring a lot of experience but keep an open mind.

Accept your role on the team. If you do not like it, work harder to change it.

Do not transfer blame or make excuses. It is not allowed. (HOLD YOUR KIDS AND SELF ACCOUNTABLE)

Do not question coaches on the field. We will meet one on one to clear up any misunderstandings. (TAKE ALL ISSUES TO THE BOARD OF DIRECTORS)

Disrespect for coaches, instructors, facilities, or staff will not be tolerated.

Players will be respectful and wear organizational gear with respect.

Shirts are to be tucked in at all times and caps are to be worn forward at all times. Hats are not to be worn backwards or sideways.

The use of alcohol, tobacco, and any other drug will not be tolerated.

Playing time will NEVER be discussed between the coaches and parents or players.

Lead by example on and off the field.

Be an example and set the standard high for future players to follow.

And last but not least, DO NOT do anything to embarrass your family, the program, your coach, and yourself.

Have fun, learn the game, and enjoy the privilege of playing the great game of baseball/softball!

Baseball/Softball Promotion

In addition to his/her actual playing on the field, the player and parent agrees to cooperate with the Upper Deck Travel-Ball Corporation and participate in any and all reasonable promotional and fundraising activities of the Upper Deck Travel-Ball Corporation, which, in the opinion of the Upper Deck Travel-Ball Corporation, will promote the welfare of the Upper Deck Travel-Ball Corporation. There will be a value placed on each fundraiser that each player/team will be responsible for. Failure to participate will result in that value being added to the following months dues. Player and parent agree to observe and comply with all reasonable

requirements of the Upper Deck Travel-Ball Corporation respecting conduct, at all times whether on or off the field.

Marketing

The player and parent agree that his/her picture may be taken for still photographs, motion pictures, social media sites or television and agrees that all rights in such pictures shall belong solely to the Upper Deck Travel-Ball Corporation and may be used by the Upper Deck Travel-Ball Corporation, coaches, instructors, and staff for publicity and related advertising purposes in any manner it desires.

The player and parent agree and understands that Upper Deck Travel-Ball Corporation, coaches, instructors, and staff may use the player and parent's name and likeness in advertising and promotional material, and any such use will be made at the sole discretion of the Upper Deck Travel-Ball Corporation. The player and parent understand that he/she is not entitled to any remuneration, profit-sharing or compensation of any kind for the use of his/her likeness in advertising or promotional material.

The player and parent hereby release and hold harmless the Upper Deck Travel-Ball Corporation, coaches, instructors, and staff from any reasonable expectation of privacy or confidentiality associated with the images specified above. The player and parent agree to hereby release the Upper Deck Travel-Ball Corporation, its contractors, its employees, and any third parties involved in the creation or publication of marketing materials, from liability for any claims by me or any third party in connection with my participation.

Representations

The player represents and agrees that he/she has exceptional and unique skills and ability as a baseball/softball player; that his/her services as a player in the Upper Deck Travel-Ball Corporation are unusual and extraordinary character which gives them peculiar value which cannot be reasonably or adequately compensated for in damages at law, and that the player and/or parent's breach of the contract will cause the Upper Deck Travel-Ball Corporation great and irreparable injury and damage.

Termination

The Upper Deck Travel-Ball Corporation may terminate this contract at any time and for any reason. The player and parent understand and agrees that membership on the team is not guaranteed, and that this contract may be terminated at the sole discretion of the Upper Deck Travel-Ball Corporation Board of Directors.

Procedure

If the Upper Deck Travel-Ball Corporation proposes to terminate this contract, the procedure shall be as follows:

(1) The Upper Deck Travel-Ball Corporation, coach, instructor, or staff will notify the parent of its decision to terminate this contract and a Removal form will be filled out.

(2) Upon notification of the above-mentioned termination, the player and parent will promptly return playbook, wristband playbook or any other team property.

(3) The parent will pay any outstanding fees to the Upper Deck Travel-Ball Corporation.

Quit/Withdrawal from team

If a player/parent wishes to quit/withdraw from a team the procedure shall be as follows:

(1) The parent will notify the coach and/or a member of the Board of directors.

(2) A player withdrawal form will be completed and turned in.

(3) The parent will pay any outstanding fees to the Upper Deck Travel-Ball Corporation.

Release of Liability

With the signing of this contract, parents and player hereby release the Upper Deck Travel-Ball Corporation, coaches, staff, instructors, board of directors, and other players from and against any and all claims, injuries, and/or damages which the player and/or parent may suffer during or as a result of the player's participation with the Upper Deck Travel-Ball Corporation, including but not limited to travel to and from practices, games, tournaments, and/or related activities. Parents shall indemnify the Upper Deck Travel-Ball Corporation, coaches, instructors, staff, board of directors, and other players from and hold them harmless against any and all losses, liabilities, claims, damages, cost and expenses including legal fees and court costs of or in connection with the player's participation in the Upper Deck Travel-Ball Corporation and/or the player's performances of the terms of this agreement.

ASSUMPTION OF RISK AGREEMENT

In consideration for being allowed to attend and/or participate in any way in any program, event or activity with the Upper Deck Travel-Ball Corporation and/or at The Upper Deck Sports Facility (Upper Deck, "UD"), including but not limited to programs, events or activities.

Participant acknowledges, appreciates and agrees as follows:

1. The risk of injury from the activities involved in the programs and events in association with the Upper Deck Travel-Ball Corporation is significant; Such risk of injury includes, but is not limited to, the potential for permanent paralysis and death.

2. Participant acknowledges that Participant is attending and/or participating in such programs, events or activities associated with the Upper Deck Travel-Ball Corporation, and will use and/or be present at Upper Deck facilities or any other location used to conduct Upper Deck Travel-Ball Corporation programs or events, at the Participant's own risk.

3. Participant KNOWINGLY, FREELY AND VOLUNTARILY ASSUMES AND ACCEPTS FULL RESPONSIBILITY FOR ALL RISKS, both known and unknown, including but not limited to, the risk to the Participant of personal injury, disability, death and/or property loss, in relation to Participant's attendance and/or participation in the programs, events or activities of the Upper Deck Travel-Ball Corporation, use of or presence at Upper Deck facilities, and/or use of or presence at any location used to conduct any program or event associated with the Upper Deck

Travel-Ball Corporation , EVEN IF SUCH RISKS ARISE FROM THE NEGLIGENCE OF THE UPPER DECK TRAVEL-BALL CORPORATION AND/OR ITS OWNERS, OFFICERS, OFFICIALS, EMPLOYEES, AGENTS, INDEPENDENT CONTRACTORS, OTHER PARTICIPANTS, SPONSORS, ADVERTISERS, BOARD OF DIRECTORS, AND IF APPLICABLE, OWNERS AND LESSORS OF PREMISES USED TO CONDUCT A PROGRAM OR EVENT (collectively referred to as, the "UPPER DECK RELEASEES") or others.

4. Participant AGREES THAT THE UPPER DECK TRAVEL-BALL CORPORATION RELEASEES SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER arising from any personal injury, disability, death and/or property loss sustained by Participant and/or his/her family in relation to Participant's attendance and/or participation in the programs, events or activities of the Upper Deck Travel-Ball Corporation, use of or presence at Upper Deck facilities, and/or use of or presence at any location used to conduct any program or event of the Upper Deck Travel-Ball Corporation , EVEN IF SUCH DAMAGES ARISE FROM THE NEGLIGENCE OF UPPER DECK Travel-Ball Corporation RELEASEES (defined above) or others.

5. Participant for himself/herself/themselves, and on behalf of his/her/their heirs, assigns, personal representatives and next of kin, hereby fully and forever RELEASE, DISCHARGE, INDEMNIFY, AND HOLD HARMLESS, THE UPPER DECK TRAVEL-BALL CORPORATION RELEASEES from any and all claims, rights of actions, demands, losses, damages and liability arising out of or related to any INJURY, DISABILITY, DEATH or property loss participant may suffer in relation to Participant's attendance and/or participation in the programs, events or activities of the Upper Deck Travel-Ball Organization, use of or presence at Upper Deck facilities, and/or use of or presence at any location used to conduct any program or event of the Upper Deck Travel-Ball Corporation, WHETHER ARISING FROM THE NEGLIGENCE OF UPPER DECK TRAVEL-BALL CORPORATION RELEASEES OR OTHERWISE.

6. Participant agrees that this Release of Liability and Assumption of Risk Agreement ("Release") shall be governed by the laws of the state of Florida. If any provision of this Release shall be found to be invalid or unenforceable, this Release shall be interpreted as if such provision was not a part hereof, but this Release shall otherwise remain in full force and effect.

7. Participant agrees that Participant will follow the rules of conduct and play set by the Upper Deck Travel-Ball Corporation. Failure to do so may result in suspension from participation.

BY ACCEPTING BELOW, I, BEING THE PARTICIPANT (PLAYER/PARENT) CERTIFY THAT I HAVE READ THE ENTIRE ABOVE RELEASE, ACKNOWLEDGE THAT IT IS A RELEASE OF LIABILITY, FULLY UNDERSTAND AND AGREE TO ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY ENTERING INTO THIS RELEASE; I ACCEPT BELOW AND AGREE TO BE BOUND BY THE TERMS OF THIS RELEASE FREELY, VOLUNTARILY AND WITHOUT ANY INDUCEMENT.

CONSENT

1. I, as the Participant, do hereby grant authority to the staff, coaches, instructors, and independent contractors of the Upper Deck Travel-Ball Corporation to render a judgment concerning medical assistance or hospital care in the event of an accident or illness. I do hereby authorize Upper Deck Travel-Ball Corporation and its staff to utilize any and all photographs, pictures or other likeness of myself, as they deem appropriate in its promotional materials.

2. I as the Participant, agree that by accepting below, I am effectively signing this Consent and agreeing to be bound by its terms.

With our signatures, we have executed this agreement and release of all claims freely and without restraint or reservation of any kind or nature. We have read, fully understand and agree to abide to each and every item and condition set forth within this player/parent contract.

Approval

This Contract or any supplement hereto shall not be valid or effective unless and until approved by the Upper Deck Travel-Ball Corporation Board of Directors.

Signed this ____ day of _____, 2018

The parties below hereby agree to the terms laid forth in this contract.

_____ AND The Upper Deck Travel-Ball Corporation
(Print Player’s Full Name)

(Print Parent/Legal Guardian Name)

(Parent Mailing Address)

(Parent Telephone Number)

(Parent Email Address)

(Player Signature)

(Upper Deck Representative Authorized Signature)

(Parent Signature)

(Upper Deck Representative Printed Name)