

**BUILDING BLOCKS SOCCER CONSENT, WAIVER, RELEASE OF LIABILITY,  
INDEMNIFICATION, AND CODE OF CONDUCT AGREEMENT**

As part of, and in consideration of, the participation of my child(ren) or ward(s) identified below (my “Minor Child(ren)”) in youth soccer-related programs and activities sponsored or provided by Borm 901, LLC d/b/a Building Blocks Soccer, including but not limited to any transportation related to or in connection with such programs and activities (collectively, the “Programs and Activities” sponsored or provided by “Building Blocks Soccer”), I, an undersigned parent or legal guardian of the Minor Child(ren), acknowledge and agree that:

1. By participating in the Programs and Activities, there are certain risks to my Minor Child(ren) arising from the Programs and Activities, including but not limited to personal injury, illness, or death. I am fully aware of the hazards associated with such Programs and Activities, and I knowingly and voluntarily assume full responsibility for any and all risk of personal injury, illness, death, or other loss that my Minor Child(ren), or that I, may sustain in connection with such Programs and Activities. I have taken and will take all necessary precautions to protect my Minor Child(ren) and others.

2. As a parent or legal guardian of the Minor Child(ren), I consent to my Minor Child(ren) participating in the Programs and Activities. My Minor Child(ren) are physically fit and competent to fully participate in the Programs and Activities.

3. I, jointly and severally for myself and for my Minor Child(ren), and on behalf of my heirs, assigns, beneficiaries, executors, administrators, personal representatives, spouses, and next of kin, **HEREBY EXPRESSLY RELEASE, HOLD HARMLESS, AND FOREVER DISCHARGE** Building Blocks Soccer and its members, directors, officers, employees, representatives, agents, independent contractors, volunteers, others acting on its behalf, successors, assigns, and, if applicable, owners and/or lessors of premises upon which the Programs and Activities take place (collectively, the “Released Parties”), from any and all claims, demands, suits, causes of action, losses, costs, damages, attorneys’ fees, expenses, and liabilities of any kind whatsoever, whether in law or equity, arising out of or related to any **ILLNESS, INJURY, DISABILITY, DEATH, PROPERTY DAMAGES, OR OTHER DAMAGES** that I or my Minor Child(ren) incur due to or in connection with any Programs and Activities (or arising out of or related to any care provided by the Released Parties to me or my Minor Child(ren) after such illness, injury, disability, death, property damages, or other damages occur), **WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE** (collectively, the “Claims”), to the fullest extent permitted by law. For purposes of this Agreement, the term “illness” expressly includes possible exposure to communicable diseases, including, but not limited to, the virus known as “severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2),” which is responsible for the Coronavirus Disease (also known as COVID-19), and/or any mutation or variation thereof.

4. I, jointly and severally for myself and for my Minor Child(ren), and on behalf of our heirs, assigns, beneficiaries, executors, administrators, personal representatives,

spouses, and next of kin further agree to **INDEMNIFY AND HOLD HARMLESS** the Released Parties of and from all Claims (including all costs of defense and attorneys' fees incurred by the Released Parties) that I or my Minor Child(ren) may have or assert at any time (whether asserted by me, my Minor Child(ren), or any other person or entity) against the Released Parties and which are related, directly or indirectly, to the Programs and Activities or to illness, injury, disability, death, property damages, or other damages to me or my Minor Child(ren) arising from the Programs and Activities.

5. I, jointly and severally for myself and for my Minor Child(ren), and on behalf of my heirs, assigns, beneficiaries, executors, administrators, personal representatives, spouses, and next of kin further agree to **INDEMNIFY AND HOLD HARMLESS** the Released Parties of and from all Claims (including all costs of defense and attorneys' fees incurred by the Released Parties) that other persons or entities may have or assert at any time against the Released Parties that relate, directly or indirectly, to my participation in the Programs and Activities or to my Minor Child(ren)'s participation in the Programs and Activities.

6. I, jointly and severally for myself and for my Minor Child(ren), and on behalf of my heirs, assigns, beneficiaries, executors, administrators, personal representatives, and next of kin further **COVENANT NOT TO SUE** Released Parties in any forum arising out of any losses, damages, sickness, injuries, death, or other loss, of whatever nature and howsoever incurred, that may arise out of or in any way be related to my or my Minor Child(ren)'s participation in the Programs and Activities, including, but not limited to, claims resulting from delay, the criminal acts of others, the use of any vehicle, strike, war, a threat or act of terrorism, weather, the provision of medical care, quarantine, any governmental restriction or regulation, force majeure, communicable disease, or any act or omission by any other person.

7. I authorize a physician, hospital, nurse, or emergency medical technician to administer that medical care to me or my Minor Child(ren) which, in their professional opinion, is necessary and reasonable for me or my Minor Child(ren).

8. **PHOTO WAIVER:** I permit Building Blocks Soccer to use still photography and or video originating from the Programs and Activities for Building Blocks Soccer's promotional purposes to include, but not limited to, print, website, and various forms of visual print media like Facebook, Instagram, Twitter, YouTube, and other forms of social media. I grant and convey to Building Blocks Soccer all right, title, and interests in any and all photographs, images, video, or audio recordings of me, my Minor Child(ren), or our likenesses or voices made by Building Blocks Soccer in connection with the Programs and Activities.

9. **WEATHER WAIVER:** I understand that Building Blocks Soccer will attempt to make up any Programs and Activities cancelled due to inclement weather; however, if that is not possible, I understand that no refunds will be given due to cancellations for inclement weather.

10. I agree to abide by, and will ensure that my Minor Child(ren) at all times abide by, the requirements, rules, regulations, and directives of the Released Parties relating to the Programs and Activities.

11. I agree to abide by, and will ensure that my Minor Child(ren) at all times abide by, the Building Blocks Soccer Code of Conduct and policies attached hereto.

12. It is agreed that this Agreement shall be interpreted, construed, and enforced according to the laws of the State of Tennessee without regard to Tennessee's choice of law provisions. It is also agreed that any lawsuit, proceeding, or other legal action relating to or arising out of this Agreement or the Programs and Activities shall be instituted only in a state or federal court sitting in Shelby County, Tennessee, and that by executing this Agreement I irrevocably and unconditionally subject myself to the personal jurisdiction of such court. It is further agreed that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Tennessee, and if any portion hereof is held invalid, it is agreed that the remainder shall continue in full legal force and effect.

**13. I HAVE READ THIS WAIVER, CONSENT, RELEASE OF LIABILITY, INDEMNIFICATION, AND CODE OF CONDUCT AGREEMENT (INCLUDING ANY ATTACHMENTS THERETO), FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

I certify that I am a legal parent/guardian with responsibility for the Minor Child(ren) named below, and that I have read the foregoing Agreement and do consent and agree to my release of, and indemnification obligations to, all the Released Parties as provided above.

Minor Child(ren)'s Name(s) and Age(s): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Parent/Guardian Printed Name      Parent/Guardian Signature      Date      Phone #

\_\_\_\_\_  
Parent/Guardian Printed Name      Parent/Guardian Signature      Date      Phone #



## CODE OF CONDUCT

The actions of parents/guardians, players, coaches, and spectators reflect on Building Blocks Soccer during all Programs and Activities. The actions of any one of us can affect all of us. This Code of Conduct encourages us to work together to play with good sportsmanship and to treat players, coaches, referees, and parents/guardians with respect. It also identifies the possible consequences of not behaving in an appropriate manner.

### **Treat Your Team with Respect**

- Ensure your child and all his/her equipment gets to classes, league play, and any other Programs and Activities on time.
- Do not leave without your child. A parent or guardian must be present for the duration of all Programs and Activities.
- Disagreements with the coach should not be addressed on the soccer field before, during or after a game or practice. Questions and comments should be voiced later to the coach or Director of Coaching outside the presence of other parents/guardians or players.

### **Treat Our Players and Opponents with Respect**

- Coaches, not parents/guardians, are the ones we entrust to instruct our players during Programs and Activities. Parental criticism of (or "constructive help" for) other Building Blocks Soccer players is usually not well received by the player, coach, or the player's parents/guardians.
- Whether you win or lose, do so with class.
- Never yell at or criticize a player on the opposing team. Think how incensed you become when another parent or coach, especially one from the opposing team, yells at your child.
- Avoid confrontations or shouting matches with the coaches, parents, or fans of an opposing team. An effective response is to move to a part of the field where you cannot hear them.
- Constant yelling is very irritating to the people around you (even if you think your comments are positive).
- No alcohol, drugs, profanity or fighting are ever permitted at Building Blocks Soccer Programs and Activities.
- Grievances and Consequences
  - Your Director of Coaching is the first person you should contact if you feel a parent's/guardian's, player's, or coach's behavior (e.g., verbal abuse of players, coaches, or opposing fans) warrants corrective action. The Director of Coaching will attempt to resolve or correct the issue.
  - The Board may impose penalties, including reprimands, suspension of playing/coaching/spectator privileges, and expulsion from a team or the club.

### **Financial Responsibility**

Upon commitment to any Building Blocks Soccer program, you are financially responsible for all Building Blocks Soccer fees as stated for the duration of the Building Blocks Soccer program/season.

*As a coach or parent/guardian of a player in Building Blocks Soccer, I acknowledge that...*

- I have read, understand and will adhere to this Code of Conduct;
- My continued participation in club activities, and that of my children, is contingent upon my ability to do so; and
- I will help my fellow parents and coaches when, in the emotions of the games or other Programs and Activities, they need to be reminded of their own commitment to this Code of Conduct.

### ***Building Blocks Soccer League/Camp Policies:***

1. Full payment of all league and registration fees is expected at the time of registration. Players will not be permitted to participate unless payment has been received.
2. Returned Checks: There is a \$25 administration fee for any returned checks or cancellation.
3. Refunds: Refund requests must be made in writing to **info@buildingblocks.soccer** in accordance with the deadline below. All refunds will be applied electronically and processed within 30 days of the written request.

For Building Blocks Soccer, the following refund policies apply: A full refund, minus a \$25 processing fee, will be provided up to midnight the day **before the first day of a camp or the first scheduled game of the season** for which the player is registered. Once the first day of the camp or first game of the season begins, the camp or season is considered to have officially started. Players who withdraw from a camp prior to the second day of camp or who withdraw from a team/league prior to the second game of the season will receive a 50% refund. No refunds will be made after the second day of camp or the second game of the season.

4. Missed Practices/Games: During the season or camps, there will be no reimbursement/prorated fees or make-ups for practices or games missed due to personal matters, including (but not limited to): vacations, school, and social events. Parents of players who will miss more than one week of the program due to illness or injury should contact Building Blocks Soccer to discuss billing and make-up options.
5. Weather/Session Cancellation policy: Building Blocks Soccer tries to guarantee one less session than planned (ex: 3 of 4, 5 of 6, 6 of 7) due to bad weather. If there is an unusual number of cancellations due to ongoing weather, and if rescheduling is not possible, no refunds will be given due to inclement weather, and the guaranteed number of sessions may not be possible to meet. Building Blocks Soccer will make every effort to reschedule around field availability, weather, and coach availability. Days/times of rescheduled Programs and Activities are subject to change from usual days/times.

***Building Blocks Soccer Schools Policies:***

1. **PAYMENT:** Full payment for class sessions is required at the time of enrollment ONLINE; students will not be permitted to participate unless payment has been received.
2. **FOR ALL REFUNDS VIA CREDIT CARDS OR RETURNED CHECKS:** There is a \$10 administration fee for any refund.
3. **MONTH-TO-MONTH CLASSES LATE FEES:** For class billing conducted on a month-to-month basis: Payments must be made online. If check is the only method, please contact Building Blocks Soccer. If payment has not been made by the 2nd week of classes that month, your child will not be able to participate in class until payment is made. Month-to-month billing is conducted at a FLAT RATE. We do not prorate for holidays. December is not prorated for the Holidays.
4. **REFUND REQUESTS:** For classes conducted over a set period of time (e.g., a 12-week session): Refund requests must be made in writing to [info@buildingblocks.soccer](mailto:info@buildingblocks.soccer). All refunds will be paid electronically and processed within 30 days of the written request. A full refund (less a \$25 processing fee) will be provided up to the first class date of a class session. A 50% refund will be given during the first two weeks of class sessions. No refunds will be made after the second week of class sessions.
5. **SCHOOL/BUILDING BLOCKS SOCCER POLICIES:** Each school may have specific class policies which are listed on the enrollment form for that school; a parent's signature on that form acknowledges acceptance of those and all Building Blocks Soccer policies. Building Blocks Soccer is a vendor to the school and, as such, is not responsible for the condition of the school's facilities, nor for any actions taken by the school which might in any way change or impact the Building Blocks Soccer classes.
6. **CLASS CANCELLATIONS:** If classes are cancelled due to inclement weather, Building Blocks Soccer will make every effort to work with the school to schedule a make-up class at some point during the school year. However, Building Blocks Soccer does not guarantee that any classes will be rescheduled. Building Blocks Soccer will observe all local schools' closures due to inclement and unsafe weather.
7. **MISSED CLASSES:** There will be no reimbursement/prorated fees or make-ups for classes missed due to personal matters, including (but not limited to): vacations, school, and social events. Parents of students who will miss more than one class sequentially due to illness or injury should contact the Building Blocks Soccer administrative staff to discuss billing and make-up options.
8. **COVID-19 AND COMMUNICABLE DISEASES POLICY:** Please review and follow any Covid or communicable disease policies in place at premises where Programs and Activities are provided. In light of any school shutdowns, we will try our best to



reschedule any missed classes. For participants who pay a monthly flat fee, there is no refund, however future months will be stopped or pro-rated for when schools open back up. **For one-time payment programs and or Leagues** (e.g., "6 to 12 week session," etc.), a full refund (less a \$25 processing fee) will be provided up to the first class date of a class session. A 50% refund will be given during the first two weeks of class sessions. No refunds will be made after the second week of class sessions. Account credits will have a 100% value to be used towards any future Building Blocks Soccer program, minus the number of sessions that have taken place.

## **PROGRAM ENROLLMENT POLICY OVERVIEW**

### **Payment Policy**

- **Month-to-Month Class Billing:** All payments will be processed automatically on the 1st of each month (15th for some schools). If you are unable to make on-time payments please contact Building Blocks Soccer and we will look into ways of working with you.
- Payments for any of Building Blocks Soccer's Programs and Activities must be paid in full in order for your child to participate.
- If a parent's/guardian's account has an unpaid balance from previous programs or seasons, the outstanding balance must be paid in full before continuing in the current programs. Any payments submitted for the current season will be credited to the previous season until account balance is paid in full.

### **Refund Policy**

- Refunds will not be issued for missing scheduled sessions for personal reasons.
- Refunds will not be issued for any unscheduled cancellation. However, Building Blocks Soccer will try to make-up any missed session, if allowed.
- Refunds will not be issued for any school, league, or field closure due to natural disaster, government mandate, or force majeure.
- Should Building Blocks Soccer or parent/guardian find it necessary to withdraw a child's enrollment, a refund will be issued for the remaining sessions (with the exception of the clauses mentioned above).