

## ANNUAL TEAM REGISTRATION AGREEMENT

Agreement. By checking the box below as my signature and entering my team information I, the undersigned (referred to as “**I**” or “**me**”) agree to all terms and conditions set forth in this Annual Team Registration Agreement (“**Agreement**”) in consideration of my team being permitted to participate in the activities and events provided by Rocky Mountain Tournaments, LLC d/b/a CABA Colorado, a Colorado limited liability company (the “**Company**”).

Registration. I understand and agree that this is a non-refundable registration except as provided in the refunds/cancellations policy set forth below. I represent and warrant that I am authorized to enter my team information and enter into this Agreement on my team’s behalf as a coach, team manager, or team parent. I understand and agree that I must enter my team’s roster in its entirety and that it is solely my responsibility to ensure that all players, coaches, and volunteers are properly registered online and have submitted all necessary agreements, waivers, or releases prior to the start of an activity or event. The Company may verify registration only as a courtesy and such verification should not be relied upon. I am solely and personally liable for any costs, expenses, claims, or actions arising directly or indirectly from an unregistered player’s participation in any activity or event.

**I will not sign any agreements, waivers, or releases on behalf of players for whom I am not a parent or legal guardian.**

Registration does not guarantee a spot in any activity or event unless payment is completed by credit or debit via the online payment portal. If I select the option to “pay by check” I understand and agree that my team will be penciled in as set forth below until payment is received. If registrations fill up prior to my payment, I understand that unpaid teams will be removed in favor of paid teams.

Scheduling. The Company may make any adjustments it deems necessary or advisable including, without limitation, game times, start times, age groups, levels of play, and divisions. Scheduling changes may become necessary due to the number of fields available or other factors. Therefore, the Company cannot accept any scheduling requests. Before registering, ensure that your team is prepared to play all dates listed for the activity or event and to play as early as 8:00 am on each day.

Team Assessment. For each activity or event, teams will be assigned to one of five levels of play set forth below. I understand and agree that I am responsible for selecting the level of play for my team. I have reviewed the levels of play set forth below and represent that I have selected the most appropriate level of play based on a reasonable assessment of my team’s skill. The Company reserves the right to reclassify my team in their sole discretion.

- **AA Gold** – suitable for those teams registered as non-AAA but fall into the top of their division similar to D3.
- **AA Silver** – suitable for those teams not able to compete with the top AA level teams.
- **AAA Gold** – suitable for those teams registered as non-Majors but that fall into the top of their division similar to D2.
- **AAA Silver** – suitable for those teams registered above the AA level but not able to compete with the top AAA level teams.
- **Majors** – suitable for those teams registered as non-AA or AAA level such as D1 or Elite.

Depending on overall registration, bracket play may be broken into a minimum of two brackets based upon pool game results. For example, if there are 12 teams in a level, after pool games the top 6 teams will advance to a gold bracket and the bottom 6 teams will be placed in a silver bracket. Each bracket will then play for a championship. Bracket play is not the same and should not be confused with the level assignments set forth above.

The Company makes every effort to fill brackets at all ages and levels for each activity or event. If a bracket is not filled for an activity or event, the Company may move teams up in age or down in level in order to schedule all registered teams.

Penciling In. I understand and agree that if I select “PENCIL IN” for this registration then my team is not fully registered for the applicable activity or event and no priority or guarantee is given that my team will be able to participate unless and until full payment is received and processed by the Company. Note that payments must be made by credit or debit through the applicable payment gateway opened on January 1 for the applicable season. The Company does not accept payment via check or other method.

Insurance. I shall obtain and maintain insurance for my team in accordance with the requirements communicated by the Company. I shall upload a copy of the insurance certificate evidencing such coverage at least fourteen (14) days prior to the start of an activity or event and I represent and warrant that all players, coaches, and volunteers listed on the roster are covered under such insurance. If I obtain insurance through my league, I have confirmed that such insurance covers any non-league player or I have obtained separate insurance to cover such players. If a player is added to my roster, I represent and warrant that such players are covered by the insurance I provided. I shall added the Company, CABA Colorado PO Box 280653 Lakewood, CO 80228, as a named additional insured on all insurance provided in accordance with this section.

CABA Colorado Rules. I have received a copy of the CABA Colorado Rules, and I have read, understood, and agree to abide by them. I will contact a representative of the Company if I have any questions about the rules or their application. I understand and agree that the Company may remove any coach, player, or team for violating the code of conduct, CABA Colorado Rules, or other Company rules as determined by the Company in its sole discretion and that no refund will be provided.

Concussion Training. I am solely responsible for ensuring that all coaches of my team on the field during a Company activity or event have completed a current concussion training from a certified course.

Births Certificates/Report Cards. I will ensure that proof of age/grade is available on-site at each Company activity or event for all players registered. Verification of age/grade may only occur through an authorized Company representative.

Refunds/Cancellations. The Company intends to continue all activities and events until their conclusion, even if such activities or events are subject to modifications. Modifications may include, without limitation, reducing the total number of games or reducing time limits. If a modification becomes necessary, the Company will make every effort to reschedule or resume play at the first available opportunity, however, the Company rents fields from field providers and takes directives from their staff as to if/when fields are available. In some circumstances an activity or event may need to be shortened, postponed, moved to a single day, or cancelled. In such circumstances, the Company may allow teams to transfer their registration. If transfer is accepted, that registration becomes non-refundable.

In no event will the Company be liable for any consequential costs, expenses, or other claims resulting from a modification or cancellation including, without limitation, any travel or hotel costs incurred.

If you request cancellation of your registration at least fifteen (15) business days (weekend requests are not accepted) prior to the applicable start date, the Company will provide you either a refund less a 5% administrative fee or a transfer to another event at your option. No refund will be provided:

- for cancellations less than fifteen (15) business days prior to the applicable start date;
- if the applicable event has sold out or is closed for scheduling regardless of the timing of the request;
- if a coach, player, parent, or other attendee associated with your team acts in violation of the code of conduct or otherwise in violation of the Company's rules as determined by the Company in its sole discretion;
- if your team is double booked or disbands; or
- if your registration is completed within fifteen (15) business days of the applicable start date.

If there is a modification or cancellation due to weather, field conditions, public health guidelines or orders, or park/field closure, the following will apply for all events:

If 0 games started – full refund less \$100 administrative fee retained by the Company.

If 1 game started – 50% refund of registration fees.

If 2 or more games started – no refund regardless of game format.

Refunds may take up to 30 days to process. All refunds will be made in the same manner as used for payment. Any credit card payment over 120 days cannot be linked for security purposes. If it has been more than 120 days, the Company will issue a check payable to the team and mailed to the address of the account holder.

BY CHECKING THE BOX, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT.