



2023 NL BULLS BASEBALL SPRING CONTRACT

NEXT LEVEL SPORTS GROUP, INC, DBA NL SPORTS GROUP OR NL SPORT OR BULLS BASEBALL CLUB, PARTICIPATION RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AND PARENTAL CONSENT AGREEMENT, AND CLUB TEAM CONTRACT

("AGREEMENT")

POLICIES AND PROCEDURES

Purpose

The purpose of Next Level Sports Group (NLSG) a.k.a. NL is to promote the participation in sports by providing an environment and training whereby individuals who are interested in select sports can participate as teammates in practices, leagues and tournaments composed of developmental and/or highly competitive select sports teams with the professional coaching provided by the NL staff.

RULES AND REGULATIONS

- 1. ACKNOWLEDGEMENT** - All parents must review and acknowledge, receipt of, 2023 NL BULLS Baseball Spring Contract.
- 2. POLICIES & PROCEDURES** - All players, parents and coaches are responsible for reading and abiding by these Policies and Procedures of NL, any association in which NL (or any of its teams) registers and any leagues and tournaments in which NL (or any of its teams) participates.
- 3. THIS IS A NON-REFUNDABLE CONTRACT** - There are no refunds of NL fees for a player who resigns or is removed or dismissed from a team, including but not limited to injury or chronic illness of a player. A future credit or other value could possibly be considered in the event of a pause, or abrupt end to the season as a direct cause of local, state, or federal mandated ordinances, including but not limited to a pandemic, natural disaster, global catastrophe, or act of war. NL will make every effort to provide a value to the team including but not limited to online resources and training.
- 4. TOURNAMENTS & SHARED FEES** - This team is considered a select baseball club, with the possibility of playing in tournaments, giving every player a chance to earn playing time, playing positions, and order in the batting lineup. There is no guarantee in any of these, other than a chance to earn or "audition" for them. At any time, a guest player or players can be brought in to assist the team in whatever way the coach or NL deems necessary, especially if the current roster has players that have had an injury, an illness, discipline issues, missed practices, or other circumstances. The coach or NL is not required to play any players more or less than any other player(s). Because tournaments are considered team events, all players on the roster must share tournament fee expenses (if not payable out of the NL



budget). No tournament assessments will be refunded due to change of plans of any single player. Refunds for trips will be made only as feasible at the sole discretion of the NL Leadership Team.

5. TRAVEL EXPENSES - NL BULLS is considered a select "traveling" club and players and their families are expected to meet the additional financial requirements for travel. NL requires that all parents determine transportation arrangements for practices and other team and/or any NL events. Parents are solely responsible for all aspects of the safety, behavior, control, transportation, housing, and oversight of their player when traveling to and from games, wherever located, and when staying overnight away from home. Unless a coach takes express responsibility for a player in this regard, a parent may not assume that a coach has assumed this liability or responsibility.

6. SHARED EXPENCES - All parents are obligated for a proportionate share of the expenses/fees of their respective team. These fees will be communicated prior to the start of the season. Please see bullets 30 and 31 regarding fund raising.

7. TEAM ROSTERS - The NL coach of the respective team has the sole discretion as to which players make up such team. Such coach may hold tryouts or, at his discretion, select one or more players to be on such team. Players on each team participate at the discretion of the coach and the NL Leadership Team. The coach or the NL Leadership Team may, at any time for any or no reason, remove any player from any team.

8. PLAYER COMMITMENT - All players will commit to the NL and only NL. If any player is caught playing for another baseball team, they will be released from NL immediately. Please see bullet 3 regarding refunds.

9. PLAYING TIME - NL cannot, and does not, warrant, represent or guarantee that any player will receive a specified amount of playing time. The amount of playing time a player receives, if any, is in the sole and absolute discretion of the coach. NL expressly disclaims any warranty or representation as to the amount, if any, of playing time a player will receive. No fees or other costs will be refunded or refundable due to a parent's perceived lack of playing time for his/her player.

10. PLAYER POSITIONING - The NL coach has the sole discretion as to which position the player plays, if any and the amount of playing time the player receives.

11. DRUGS & ALCOHOL POLICIES - Possession, manufacturing, distributing, using, or being under the influence of illegal drugs or abusing alcohol on NL premises, in route to or at NL functions, or present at a NL function is strictly prohibited by coaches, players, and parents with NL. A violation of this policy can result in a fine and the player will be subject to immediate dismissal from the team.

12. PLAYER DISCIPLINE - The NL coach, in his sole discretion, may discipline any player for acts the coach deems are insubordinate to his authority. Such discipline may include, without limitation, denying such player playing time, requiring running or other physical activity, expulsion from practice or expulsion from the team.

13. PLAYER POLICY VIOLATIONS - Players who violate team NL Policies and Procedures during games, at practice, when traveling, or at any NL sponsored event may be fined, sent home, or expelled from the team.

14. PLAYER REMOVAL - If a player is removed from the team for insubordination or other reasons at the discretion of the coach, no fees or other costs will be refunded to the player or his parents, and any remaining balance will be due in full to be paid within 10 calendar days.



15. LEAGUE & TOURNAMENT DECISIONS - NL and the respective team, in connection with the coach, shall determine in which leagues and which tournaments NL teams shall participate.

16. STAY POSITIVE - All players, parents, coaches, fans, and others who participate with NL are expected to employ positive techniques of encouragement, reinforcement, and redirection. NL expects all, to always lead by example and act as role models for all players on and off the field.

17. REPRESENT WELL - All players, parents, coaches, fans, and others who participate with NL will conduct themselves in a manner that will not reflect negatively upon the team or its members and associations. Refrain from using profanity towards players, parents, coaches, fans, and others who participate with NL. Always conduct yourself with a respectful and professional manner. Derogatory comments to the coach or to umpires are strictly prohibited.

18. SHOW RESPECT - NL expects all players, parents, coaches, and NL Staff to respect all other parents, coaches, teammates, playing fields, outdoor practice facilities, indoor practice facilities, hotels, restaurants, opposing teams, opposing coaches, opposing fans, umpires, and the game of baseball in general.

19. CERTIFIED COACHING - NL will provide coaching and training through the NL organization, by one head coach and additional assistant coaches when available, whom all have completed the coaches certification and federal background checks. Additional coaches or supportive staff may assist in practices and/or games when available, and when deemed necessary by the Head Coach or Director of Baseball Operations.

20. COACHING STYLE - The NL coaches will be solely responsible for the manner and means in which they coach the team(s). The head coach of the team will determine all player involvement and related baseball issues in their sole discretion. The coach shall be solely responsible for recruitment of and playing time of any players who comprise any team of NL.

21. COACH'S FIRST PRIORITY & PLAYER SUPERVISION - During practices or games, a coach's first responsibility is to his players. No player should be left unsupervised. This includes, but is not limited to, practices, league games and tournaments. Parents are ultimately responsible for the supervision of their own player(s).

22. HOW TO COMMUNICATE TO THE COACH - No parent, relative, or fan of any NL players will approach any coach before, during, or after a game or practice to question playing time, playing position, team strategy or more. All communication regarding any matter will be initiated via telephone or email and then a meeting will be established. A violation could result in a fine and the player can be subject to dismissal from the team. Parent conferences with or without the coach, will be held by the NL Leadership Team and at a time specified by the NL Leadership Team.

23. SUPPORTING THE COACH - The NL coach must be supported. Assistance with equipment, communications, travel, and special events may be required.

24. VOLUNTEERING EXPECTATIONS - If NL (or any of its teams) hosts a tournament or other fund raising activity, each family is expected to participate in some volunteer capacity, if requested. Please see bullets 30 and 31 regarding fund raising.



25. PLAYER TEAM MEETINGS - Team meetings are intended to be instructional, and because of that they may need to be closed to parents at times. Any team meeting that is intended to be “players only” will be held in an area where it is obvious that the team needs privacy. Please respect these times. (However, a parent may always be in attendance at a meeting which is between a coach and an individual player for any reason.) Likewise, parents cannot participate in team practices unless specifically requested by the coach.

26. PUNCTUALITY - NL coaches will arrive on time for all practices and games. The parents are responsible for the players arriving on time for all practices and games.

27. NL PROPERTY - All equipment of any kind or nature, including, without limitation, uniforms, caps, gloves, baseballs, shoes and shirts, that are purchased by NL shall remain at all times, at the discretion of NL, the property of NL; provided, however, that any equipment purchased directly by a parent for exclusive use by their player shall be and remain the property of such parents and player NL will, under no circumstances, be liable to the parent or player for the loss, destruction or damage to any equipment owned exclusively by the player or parent.

28. TEAM COLORS - The NL colors are red, white, and navy. Only approved NL uniforms will be worn by players and coaches.

29. NO MEDICAL INSURANCE – NL will carry a limited liability insurance policy on the team. However, this policy will not cover any medical expenses if a player is injured. All medical expenses will not be covered by NL and is the responsibility of the player and his parent(s).

30. FUND RAISING - Every player and parent can participate in fund raising efforts, including but not limited to sales of marketing or advertising to companies and individuals, team fund raising events, sponsorships or any other legal and ethical efforts for reducing the cost of the entire team’s fees, uniforms, equipment, training, fields, tournaments and more. However, fund raising is not required.

31. NL FUND RAISING ASSISTANCE - NL can provide assistance in all fund raising efforts, including but not limited to sales of marketing or advertising to companies and individuals, team fund raising events, sponsorships or any other legal and ethical efforts for reducing the cost of the entire team’s fees, by providing fund raising coordinators, strategy and help in other areas necessary. Parents agree that they will lead, organize and hold solely the responsibilities for all fund raising efforts with the assistance of the NL coaches, coordinators and staff.

32. TEAM FEES & PAYMENTS - The team base fees are all included. The payment options are (A) Pay in Full, (B) Deposit & Balance, or (C) Pay Installments - using a 3rd party financing source. Every player and their parents must register and pay their DEPOSIT through the registration system and link provided by NL, and it will be used to archive the player's waivers and contract.



| PLAYER TYPE | SELECT | ACADEMY | COLLEGE SHOWCASE |
|-------------------------------------|---|---|---|
| FACILITY ACCESS: | Now - 7/16 | Now - 7/16 | Now - 8/6 |
| SEASON: | 2/22 - 7/16 | 2/22 - 7/16 | 4/15 - 8/6 |
| *PRACTICES: | 1-2 / wk | 1-2 / wk | 1-2 / wk |
| SPEED / PERFORMANCE: | Only in Practice | Only in Practice | Only in Practice |
| LEAGUE: | Possible / Not Included | Possible / Not Included | NA |
| **LEAGUE FEES: | Not Included / TBD | Not Included / TBD | Not Included |
| ***TOURNAMENTS: | Not Included / TBD | Not Included / TBD | 6 Included |
| TOURNAMENT FEES: | Not Included / TBD | Not Included / TBD | TBD |
| GATE FEES: | Not Included / TBD | Not Included / TBD | Not Included / TBD |
| PLAYER UNIFORM (NEW): | <ul style="list-style-type: none"> • 1 Cap • 1 Practice / Game Jersey • 2 Game Jerseys • 1 NL Helmet • 1 Batting Gloves • 2 Pair of Socks • 1 Belt \$200 | <ul style="list-style-type: none"> • 1 Cap • 1 Practice / Game Jersey • 2 Game Jerseys • 1 NL Helmet • 1 Batting Gloves • 2 Pair of Socks • 1 Belt \$200 | <ul style="list-style-type: none"> • 1 Cap • 1 Practice / Game Jersey • 2 Game Jerseys • 1 NL Helmet • 1 Batting Gloves • 2 Pair of Socks • 1 Belt \$200 |
| PLAYER UNIFORM (RETURNING): | <ul style="list-style-type: none"> • 1 Cap • 1 Practice / Game Jersey • 2 Game Jerseys • 1 Batting Gloves \$130 | <ul style="list-style-type: none"> • 1 Cap • 1 Practice / Game Jersey • 2 Game Jerseys • 1 Batting Gloves \$130 | <ul style="list-style-type: none"> • 1 Cap • 1 Practice / Game Jersey • 2 Game Jerseys • 1 Batting Gloves \$130 |
| NEW PLAYER FEE / MEMBERSHIP: | \$1,355 | \$835 | \$2,105 |
| RETURNING FEE / MEMBERSHIP: | \$1,355 | \$835 | \$2,105 |
| ****NEW PLAYER BASE TOTAL: | \$1,555 | \$1,035 | \$2,250 (includes 6 CST) |
| ****RETURNING BASE TOTAL: | \$1,485 | \$965 | \$2,180 (includes 6 CST) |

**PRACTICES can vary depending on weather and game schedules.*

***LEAGUE FEE is a separate fee paid directly through the league, unless a club discount is applied.*

****TOURNAMENTS can vary depending on weather and availability. Each tournament will be paid for separately via Venmo before each tournament.*

*****BASE FEE if PIF (Paid In Full) but installments are available with a financing fee. Includes everything listed above. However, the final cost can vary depending on whether the player has addition uniform needs, if there is a League Fee, and the number of tournaments played.*



PLAYER AND PARENTS COMMITMENT CONTRACT AND LIABILITY RELEASE

By our execution of the attached signature page, we do hereby agree to participate in the Next Level Sports Group Baseball Club known as the NL BULLS for the "Baseball Season" (therein so called) of February 22, 2023 – July 16, 2023. As a member of this team and as the parent (or legal guardian) of a member of this team, we agree to the following:

PLAYER COMMITMENT

As a member of the team (a) I will play only for NL and no other team (b) I will provide a copy of my progress report from my school and will maintain an A-B average (except for certain situations); (c) I will attend all required practices and games at the time requested by my coach; (d) if I am delayed or unable to attend a practice or game, I will inform my coach or team manager; (e) I will train and play to the best of my ability while demonstrating the highest levels of sportsmanship at all times; (f) I will adhere to my coach's instructions at all times and will never question his authority; (g) I have received, read, and will comply with the NL Policies and Procedures; and (h) I will not violate the law and I will never use drugs, alcohol, or other similar substances, legal or illegal, while I am participating in NL activities including, without limitation, playing, practicing and traveling with my team or any other team. I understand that I will be subject to expulsion from my team and NL if I violate any of the foregoing rules.

PARENT COMMITMENT

We, as the parents (or legal guardians) of a member of this team understand and agree that (a) we will be sure our player arrives and departs from his team practices and games in a timely fashion because we understand it is not respectful to our player, the team or the coach to be late; (b) we have received, read and agree to comply with the NL Policies and Procedures; (c) we agree to meet our financial obligations to the team and to the NL in a timely manner; (d) we understand that all monies received by NL will be disbursed in accordance with the purposes which NL is formed; (e) we agree to volunteer our time to NL as needed, including working as a volunteer when possible; (f) by our execution hereof, we understand the terms and conditions of this Player's and Parents Commitment Contract and the Liability Release Form and have received independent legal advice regarding the Liability Release Form; (g) we understand that any costs that go beyond the coverage of the team insurance policy will be the responsibility of the player or his parent(s) while participating in select baseball and other events sponsored by NL; (h) and I/we hereby release, acquit, defend, and hold NL harmless from any liability of any kind or nature related to our players participation on a NL team or in connection with our player(s) participation in any NL sponsored event or activity.



LIABILITY RELEASE

WE UNDERSTAND THAT THE POSSIBILITY OF INJURY AND ILLNESS EXISTS AS A RESULT OF PARTICIPATION IN THE ACTIVITIES OF NL AND THAT NL ASSUMES NO RESPONSIBILITY FOR ANY SUCH INJURY OR ILLNESS. WE WILL NOT HOLD NL, ITS LEADERSHIP TEAM, ITS BOARD OF DIRECTORS, ITS OFFICERS, ITS FACILITIES, ITS STAFF, ITS AGENTS, ITS ATTORNEYS, OR ITS VOLUNTEERS LIABLE FOR ANY INJURY OR ILLNESS TO OUR PLAYER WHICH MAY OCCUR OR FOR PAYMENTS, FEES, FINES OR FURTHER OBLIGATIONS INCURRED THAT MAY BE ASSOCIATED WITH PARTICIPATION IN THE ACTIVITIES OF NL. WE HEREBY RELEASE NL, ITS LEADERSHIP TEAM, ITS BOARD OF DIRECTORS, OFFICERS, FACILITIES, STAFF, AGENTS, ATTORNEYS AND VOLUNTEERS, FROM ALL CLAIMS, DEMANDS, ACTIONS, AND CAUSES OF ACTION OF EVERY KIND OR NATURE RESULTING FROM OUR PLAYER'S PARTICIPATION ON A TEAM WHICH IS A MEMBER OF NL AND/OR RESULTING FROM OUR PLAYER'S PARTICIPATION IN ANY NL SPONSORED ACTIVITY. FURTHER, WE AGREE TO INDEMNIFY, DEFEND, AND HOLD NL, ITS LEADERSHIP TEAM, ITS BOARD OF DIRECTORS, FACILITIES, OFFICERS, STAFF, AGENTS, ATTORNEYS, AND VOLUNTEERS HARMLESS FROM ANY AND ALL LIABILITIES, CLAIMS, COSTS AND EXPENSES, INCLUDING THOSE ARISING FROM, OR CAUSED BY, ANY NEGLIGENT ACTS OR OMISSIONS OF NL, ITS LEADERSHIP TEAM, ITS BOARD OF DIRECTORS, OFFICERS, FACILITIES, STAFF, AGENTS, ATTORNEYS, AND VOLUNTEERS. WE WILL BE SOLELY RESPONSIBLE AND LIABLE FOR THE ADMINISTRATION TO OUR PLAYER OF ANY MEDICATION REQUIRED BY OUR PLAYER. HOWEVER, IF, IN THE JUDGMENT OF NL, ITS LEADERSHIP TEAM, ITS BOARD OF DIRECTORS, COACHES, OFFICERS, STAFF, AGENTS, ATTORNEYS OR VOLUNTEERS, OUR PLAYER SHOULD NEED IMMEDIATE CARE AND TREATMENT AS A RESULT OF ANY INJURY OR SICKNESS, WE DO HEREBY REQUEST, AUTHORIZE, AND CONSENT TO SUCH CARE AND TREATMENT AS MAY BE GIVEN OUR PLAYER BY ANY PHYSICIAN, TRAINER, NURSE OR NL REPRESENTATIVE (AS SPECIFIED ABOVE) AND WE DO HEREBY AGREE TO INDEMNIFY AND SAVE HARMLESS NL, ITS LEADERSHIP TEAM, ITS BOARD OF DIRECTORS, OFFICERS, STAFF, ATTORNEYS, AGENTS, VOLUNTEERS AND ANY TRAINER, PHYSICIAN, NURSE, OR HOSPITAL REPRESENTATIVE FROM ANY CLAIM BY ANY PERSON WHOMSOEVER ON ACCOUNT OF SUCH CARE AND TREATMENT OF OUR PLAYER. IF AT ANY TIME ANY ILLNESS OR INJURY SHOULD OCCUR TO OUR PLAYER THAT MAY LIMIT THE PLAYER'S PARTICIPATION, WE AGREE TO NOTIFY NL OF SUCH ILLNESS OR INJURY.

PHOTO & VIDEO RELEASE AGREEMENT

I GRANT TO NL AND ITS REPRESENTATIVES THE RIGHT TO TAKE PHOTOGRAPHS AND/OR VIDEOS OF THE MINOR, ME, AND MY PROPERTY IN RELATION TO SUCH ACTIVITIES. I AUTHORIZE NL TO COPYRIGHT, USE AND PUBLISH THE SAME IN PRINT AND/OR ELECTRONICALLY. I AGREE THAT PHOTOGRAPHS AND OR VIDEOS MAY BE USED FOR ANY LAWFUL PURPOSES, INCLUDING SUCH PURPOSES AS PUBLICITY, ILLUSTRATION, ADVERTISING, AND WEB CONTENT.