



INTENSITY FOOTBALL

Player Contract

(Please Initial and Date the Bottom of Each Page)

This contract is between the New England Intensity (hereafter the "Team"), a Member Team of the Independent Women's Football League ("IWFL") and _____ (hereafter the "Player"), an individual football Player.

Recitals

The New England Intensity is desirous to retain the Player and the Player is desirous to be retained by the Team as a skilled football player. In consideration of the promises listed in this Contract, and for other good and valuable consideration, the receipt of which and the adequacy of which is acknowledged by the Player and the Team, the Player and the Team agree as follows:

1. SCOPE:

- a. The Player will report promptly for and participate fully in all Team pre-season training camps, all Team meetings, special appearances, fundraisers and practice sessions, and all pre-season, regular season, and/or playoff games scheduled by the Team and/or the IWFL for the Player's Team. If invited, Player may practice for and play in any IWFL sanctioned events, such as the All-Star game and will fully participate in all of the events associated with it, and will participate in ALL reasonable promotional events of the IWFL and the Team, throughout the entire pre-season, regular season and playoffs. Failure to adhere to this scope may result in fines, loss of playing time, and/or other penalties as determined by the Team.
- b. The Player is not authorized to incur any expenses on behalf of the Team or the IWFL unless authorized, in writing, by an authorized New England Intensity Owner or IWFL executive, to do so.
- c. Player agrees not to impede progress and to help where reasonable in growth and development of the Team and the IWFL, including but not limited to generation of revenue through advance ticket sales, advertising and sponsorship.
- d. To participate in Team practices or games, Player must be in good standing with the Team. Good standing includes but is not limited to IWFL or Team suspensions/fines for inappropriate conduct or inability to meet the financial obligations of the Team. Every Player will be responsible in generating \$600 in Player fees to be received by Team not later than April 1, 2012. Failure to do so will result in a \$50 surcharge for each player not paying the full \$600 by 4/1/12.

2. PHYSICAL CONDITION/MEDICAL PROCEDURES:

Physical: The Player represents to the Team that she is at least 18 years of age and born female. Player represents that she is in the physical condition necessary for the rigors of the game of tackle football. Player agrees to have been cleared by her General Physician to participate in any football event. If requested, at any time during this contract Player agrees that she will undergo a complete physical examination if requested (including, if requested to do so, and if permitted by state law, a substance abuse and/or pregnancy test) at any reasonable time, by a physician approved by the Team during which physical examination Player agrees to make full and complete disclosure of any physical or mental condition known to her which might impair her performance under this Contract and to respond fully and in good faith when questioned by the Team physician about such condition. If Player fails to establish or maintain her excellent physical condition to the satisfaction of the Team physician, then the Team may terminate this Contract. When permitted by state law, in addition to taking a substance abuse test if she is asked to do so as part of the entrance medical exam, the Player also agrees to submit to reasonable, confidential random testing for substance abuse during the term of this Contract, the Team may direct the Player to undergo medical examinations and treatments from a health care provider selected and provided by the Team. The Player pays for such examinations and treatments. The health care

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provider shall furnish all relevant information pertaining to the Player to any independent health care provider designated by the Team.

Health Insurance: In addition to any insurance provided by the Team, Player agrees to maintain her own separate health insurance policy, providing for both physician and hospital benefits and providing other coverage comparable to normal group medical benefit programs. Player also agrees to maintain her own separate worker's supplemental insurance.

Injury: If Player is injured in the performance of her services under this contract, she must immediately report the nature of such injury to the Team trainer and Team Coaches no later than twenty-four (24) hours after the Player's first awareness of such injury. The Player will seek out such medical and hospital care during the term of this Contract as the Team's Trainer and/or Coaches deem necessary and appropriate in their professional judgment. Players must follow the instructions of the Team coaches and Trainer and keep all appointments for treatment and/or rehabilitation. This includes traveling to meet with the physician and trainer, if required. If the Player fails to keep appointments or follow the physician and/or trainer's instructions, it will be grounds for termination of this Contract by the Team. Player must receive written Doctor's approval to participate if requested by Team Trainer.

3. **INDUCING OTHERS TO BREACH CONTRACT:** The Player shall NOT, during this Contract's term, entice, induce, or persuade any other player or coach under contract to the Team and/or the IWFL or any IWFL member's team to negotiate with any other person or organization for services as a player or coach.
4. **TERMINATION OF CONTRACT:** The rights of termination set forth in this contract will be in addition to any other rights allowed by either party or by law. The Team may terminate this contract immediately upon written notice to the Player in the event that any of the following events occur during the term of this contract:
 - (a) Player is convicted of any felony involving moral turpitude,
 - (b) Player's conduct is otherwise adjudged by the Team or IWFL to be detrimental to Player's Team,
 - (c) Player does not perform within the standards of skill, performance and conduct required by the Team,
 - (d) Player induces others to breach contract
5. **IWFL RULES AND REGULATIONS:** The Team and the IWFL have established reasonable written rules for the conduct of IWFL Players and these rules are deemed a part of this Contract. The Team and the IWFL may impose reasonable fines or suspensions on the Player for violating these rules by giving the Player written notice of the amount of any fine or the length of any suspension and the reasons for the fine or suspension, and by deducting the fine from any money due to or to become due to the Player. During any suspension, the Player is not entitled to any remuneration or compensation under this Contract.
6. **INTEGRITY OF THE GAME:** Player recognizes the detriment to the Team that would result from the impairment of public confidence in the honest and orderly conduct of Team sanctioned events or the integrity and good character of IWFL Players. Player therefore agrees not to accept a bribe, throw, or fix any IWFL game. Player also agrees not to bet, legally or illegally, anything of value on the result or margin of victory of any IWFL game. Player also agrees to promptly report to the Team any knowledge of any such behavior by any player or member of any Team in the IWFL. Player also agrees not to use or distribute illegal drugs; not to provide players with stimulants or other drugs for the purpose of enhancing on-field performance; or to be found guilty of any other form of conduct reasonably judged by the Team to be detrimental to the team, IWFL or women's football. If the Team, at their sole discretion, finds any Player responsible for any of the above violations, the Team may suspend, dismiss and/or permanently disqualify the Player from any further association with the Team. The Team's findings and decisions with regard to this matter are final, binding and cannot be appealed.

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7. **RIGHTS OF PUBLICITY AND PRIVACY:** The Player grants to the Team and the IWFL, separately and together, the full authority to use her name, signature, likeness and/or picture for all publicity and promotional purposes in newspapers, magazines, motion pictures, trading cards, game programs, roster manuals, all broadcasts and telecasts, and all other publicity and advertising media. The Player consents to allow the Team and IWFL to videotape, photograph, or otherwise record, or to authorize others to do so, all practices or games in which the Player performs under this Contract. In addition, the Team and the IWFL may make pictures and sound recordings of the Player alone or with others, or photographs, computer images, motion pictures, television and other media known or unknown. The Team and the IWFL may use the pictures and recordings, no matter by whom taken, in any matter for publicity, advertising, promotional or trade purposes. The rights in any pictures and recordings belong to the Team and the IWFL.
8. **PROMOTIONAL ACTIVITIES:** The Player agrees to cooperate with the news media and to participate, upon request, in any reasonable promotional activities of the Team and/or the IWFL. The Player agrees not to engage in any promotional, advertising, sponsorship or other activity for any entity or purpose during the term of this Contract without the prior written permission of the Team and the IWFL. Such permission will not be unreasonably withheld if the Team finds that such activity does not conflict with any and all Team and IWFL protected trademarks, copyrights, and/or logos associated with the Team, the IWFL or other IWFL Teams, and does not otherwise conflict with the purposes, reputations, and businesses of the Team, the IWFL or the sponsors of the Team and/or IWFL. The terms "publicity", "endorsements", and/or "promotions", as used herein, will include, but will not necessarily be limited to, the following: athletic gear and/or apparel provided or supplied by the Team to the Player. The Player may not use any logo, trademark and/or copyright of the Team or IWFL for any purpose without the prior written consent of the Team and the IWFL.
9. **SHARING OF INFORMATION:** Team utilizes heavily electronically shared information in the form of website located at www.newenglandintensity.com and through emails sent by Team Administration (management and coaches). Player agrees that ALL information passed from Team Administration in these and other forms (including but not limited to phone, fax, email, website, handouts, etc.) is to remain CONFIDENTIAL in nature and may not be shared with or forwarded to those not formally associated with the New England Intensity. Additionally, Player agrees not to share information passed by any of these means to any individual not expressly associated with the Intensity without prior written approval from Team Owner(s). The Team Administration and the IWFL agree also that written or verbal information provided by any Player or Coach in regard to the specifics of the Team and it's internal goings-on will remain confidential unless otherwise approved for release by the Head Coach and Player verbally or in writing. This includes specific team and player information, team playbooks and written instruction, and coaching and personal specifics not previously mentioned in this contract. Player may not use Team email list for dissemination of any communication not approved by Team Management. Team email lists are the property of the Team and may not be sold, misused, abused, or otherwise used for any other intention other than pre-approved forms of Team communication. Any questions or correspondence should be addressed directly to the Owner(s), General Manager, and/or coaches.
10. **UNIFORM:** The Player must purchase and wear the official uniform of the Team including, but not limited to, helmets, jerseys, pants, socks, pads, and appropriate athletic shoes at all games, practices, and other occasions when she wears a football uniform or plays football in the IWFL or for the Team. The Player may not wear the identifying logo, name colors, marks or design of any other sports organization, product or service at any Team or IWFL sanctioned event, practice or other occasions when she represents the Team or the IWFL, including, but not limited to, logos, names, colors, marks or designs on headbands, arm or wrist bands, socks and bandanas. Upon the termination of this Contract, or at the end of the playing season, the Player must return to the Team any of the uniforms and equipment issued to her by the Team. The Team may deduct from any payment due the Player, the value of any uniform or equipment not returned by the Player.

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11. **PLAYER WARRANTIES:** The Player warrants and represents that she is not obligated to perform any duties for any other football team or league during the term of this Contract, and is not subject to any agreements that would be violated by Player's entering into this Contract. The Player will indemnify and hold harmless the Team and the IWFL for any claims, expenses, liability and damages with respect to any contract the Player has previously executed to play football during the term of this Contract, Player will give her best services and loyalty to the Team and the IWFL, and Player will play football only for the Team during the term of the Contract. Player also warrants she will be neatly and fully attired in public and will always conduct herself on and off the playing field according to the highest standards of honesty, morality, fair play and sportsmanship.

12. **DISPUTES:** If any dispute between the Player and the Team arises out of or related to this Contract and/or the Player's recruitment, employment or termination or employment by the Team, such dispute(s) shall be first attempt to be mediated by the IWFL's Council, and if not resolved, referred in writing to binding arbitration. This arbitration provision does not apply to claims for workers' remuneration or unemployment remuneration. The player expressly acknowledges and agrees that she is waiving the right to have heard in a judicial forum any dispute or claim arising out of or related to this Contract, and the Player agrees to have such claims decided by arbitration as set forth in this Contract. Arbitration proceedings initiated pursuant to this Contract shall be conducted in accordance with the Rules of the American Arbitration Association, and shall provide for more than minimal discovery by each party. The Team shall bear the expense of the arbitration, and its own attorneys' fees and expenses, and the Player shall bear her own attorneys' fees and expenses. The arbitrator shall consider the matter in controversy and may hold hearings regarding the same. The arbitrator may grant any remedy or relief deemed just and equitable, including, but not limited to, any remedy or relief that would have been available to the parties had the matter been heard in court. The arbitrator shall enter an award in writing detailing consideration of the relevant facts, the basis and reason for the decision, and adherence to the applicable law. This written decision shall be issued within twenty days after the matter is finally submitted. Notwithstanding the foregoing, the Team may seek and obtain injunctive or other appropriate equitable relief from a court of competent jurisdiction to prevent or end a violation of this Contract that would cause irreparable harm to the Team and for which it would be difficult or impossible to determine the damages that would arise from such violation or the continuance thereof; provided, however, that the substance of any dispute is to be resolved through arbitration as provided in this section and that the court's equitable relief may include an order compelling such arbitration.

13. **ASSUMPTION OF RISKS:** The Player understands and acknowledges that the participation in the IWFL constitutes a hazardous activity that will necessarily expose the player to the risk of physical injury and/or disability due to the nature of the contact, speed and physical stress of the game of football. The Player understands that the Team and the IWFL cannot represent or warrant the safety or freedom from risk of injury of the Player in conjunction with her participation in the IWFL. Accordingly, the Player – for herself, her heirs, assigns, representatives, and administrators – acknowledges the existence of and assumes the known, knowable and and/or unknown risk related to such hazards and hereby discharges and releases the New England Intensity and the IWFL, Coaches of any IWFL Team, employees of the IWFL, and all the contractors to the IWFL, the heirs, successors and assignees of each of them, from any and all liabilities, claims, demands, cost, expenses, damages, of the known, knowable and/or unknown risk related to the Player's participation in, involvement with, or attendance at any game, practice, appearance or other Team activity of the New England Intensity and/or the IWFL.

14. **AMATEUR STATUS:** By signing this Contract, the Player acknowledges she may forfeit any amateur or collegiate eligibility or scholarship eligibility she may have.

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- 15. **ENTIRE AGREEMENT:** This Contract, and the documents explicitly incorporated by reference into this Contract, constitute the entire agreement between the Team and the Player and cannot be modified or supplemented orally. No change, termination or attempted waiver of any portion of this Contract is binding unless in writing and signed by the Player and the Team.
- 16. **EXECUTION OF CONTRACT:** This Contract is valid and binding upon the Player and the Team immediately upon execution. The Team will file a copy of this contract, including any attachment to it with the Team Office within ten (10) days after execution and will be available upon written request and subsequent approval by the Team to the general public. Execution of contract paperwork may include photocopy of Player's Photo ID, photocopy of Player's certified Birth Certificate in addition to any required IWFL required paperwork.
- 17. **INTEGRATION:** This Contract embodies the entire agreement and understanding among the parties relative to subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.
- 18. **BINDING EFFECT:** Except as herein or otherwise provided to the contrary, this Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, assigns and personal representatives; provided, however, the Player may not assign her rights or obligations hereunder without prior written consent to the Team. The Team may assign its rights or obligations hereunder without prior written consent of the Player.
- 19. **SEVERABILITY:** The invalidity or partial invalidity of any portion of this Contract shall not invalidate the remainder thereof, and said remainder shall remain in full force and effect. Moreover, if one or more of the provisions contained in this Contract shall, for any reason, be held excessively broad as to scope, activity, subject or otherwise, so as to be unenforceable at law, such provisions shall be construed by the appropriate judicial body by limiting or reducing it or them, so as to be enforceable to the maximum extent compatible with then applicable law.

The Player and the Team agree to this contract by signing it. The Team and Witness have reviewed and approved this contract by signing it. Examine this contract CAREFULLY before signing it.

EXECUTED:

This _____ day of _____, 2012 in the state of Rhode Island:

NEW ENGLAND INTENSITY

PLAYER

 By: Patricia Donovan
 Majority Owner

 By:
 Player

Witness

 Witness' Signature

 Witness' Printed Name

Initials: _____ Date: _____



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Initials: _____ Date: _____