



## **MAGIC CITY SOCCER CLUB** **COACH WAIVER OF EMPLOYMENT**

I understand that my volunteer activities at the Magic City Soccer Club do not constitute or create an employment relationship with the Magic City Soccer Club. I acknowledge that my participation in MCSC activities is completely on a volunteer basis and that I will not receive compensation for my volunteer participation. If, however, my relationship with the MCSC is ever deemed an employment relationship, I understand that employment at the MCSC is at-will and for no definite duration and may end at any time, for any reason, and that no agreement to the contrary is binding unless made in writing and signed by me and the Agency's Executive Director. If I am ever deemed an employee, I agree not to commence any lawsuit relating to my employment or the termination of my employment with MCSC.

Volunteering with the MCSC is "at Will" and is at the mutual consent of the volunteer and MCSC. Accordingly, either MCSC or the volunteer can terminate the volunteer contract at will, with or without cause.

In consideration of serving as a volunteer coach with the MCSC, I am hereby requesting a background check be conducted thru Volunteer Select (see attached description). I will furnish as requested my social security number, my drivers license, and my date of birth in order to facilitate this check.

### **Risk Factor**

The undersigned understands and acknowledges that the activity involves risks such as but not limited to the following: RISK OF BODILY INJURY, DEATH, and/or PROPERTY DAMAGE.

### **Assumption of Risk**

The undersigned ASSUMES ANY AND ALL RISKS INVOLVED IN OR ARISING FROM THE ACTIVITY, including without limitation the risk of DEATH, BODILY INJURY or PROPERTY DAMAGE resulting from the activity, unavailability of emergency medical care; or the negligent or deliberate act of another person.

### **Release**

The undersigned RELEASES the Magic City Soccer Club, the Montana Youth Soccer Association, the United States Youth Soccer Association, the City of Billings, Montana, the Amend Park Development Council and the Amend Park Maintenance group.

**Insurance**

The Magic City Soccer Club is covered by an insurance policy that is a secondary policy with a \$1,000 deductible. The undersigned acknowledges it is his or her responsibility to review their insurances and acquire any amount they believe is necessary.

**VOLUNTEER EMPLOYEES are NOT covered by Worker’s Compensation Insurance.**

**Code of Conduct**

As a VOLUNTEER COACH for the Magic City Soccer Club I agree to abide by the following:

I will conduct myself accordingly, responsibly, and professionally, at any and all Magic City Soccer Club sponsored events. These include but are not limited to home and away matches, practice and any extracurricular activities.

I understand that my actions may adversely affect the Magic City Soccer Club.

I will show respect to all competition officials, opposing teams, spectators.

I understand that the Magic City Soccer Club strongly supports the Montana Youth Soccer Association’s “ZERO TOLERANCE POLICY” (see attached).

**Signature of Volunteer**

This is to acknowledge that I desire to volunteer my services to the Magic City Soccer Club under the direction of the Magic City Soccer Club Director of Coaching and the Magic City Soccer Club Board of Directors. I understand this position is voluntary. I hereby certify that all statements made on this application are true and complete to the best of my knowledge and belief. I understand that falsification of the below record may be considered cause for termination.

Volunteer’s Signature \_\_\_\_\_

Print Volunteer’s Name \_\_\_\_\_

Date \_\_\_\_\_