

## USS Referee Agreement, Release, Waiver & Indemnification

For value, Official and Unified Soccer Solutions, LLC (hereby known as USS) agree that Official will officiate soccer matches assigned to by USS and accepted by Official on the terms and conditions of this agreement.

In consideration of this Agreement, USS agrees that it will:

- Communicate all applicable rules, including changes in rules, to Official in a timely manner;
- Accord each Official fair treatment and equal opportunity;
- Support all officials with loyalty, pride, and dignity, including dealing with misconduct by coaches, players and spectators in a prompt, formal, and appropriate manner;
- Provide, or cause the sponsoring organizations to provide opportunities for continuous learning and development of officials, and
- Provide each Official with due process and fair treatment in connection with any claim or misconduct against Official or any claim by Official of misconduct by players, coaches, spectators or USS representatives or agents. Any procedures for such matters adopted by any sanctioning body, such as the USSF, shall have ultimate jurisdiction over such matters.

Official hereby agrees to pay to USS all dues and administrative fees, including 4% of all game fees, loans (if any), and fines, which amounts may be paid directly to USS from what is owed to Official if Official so states in writing.

Official acknowledges that he/she is an independent contractor and not an employee of USS. Official will provide his/her own transportation, uniforms and equipment. As an independent contractor, Official acknowledges that he/she is not entitled to payroll deductions or any employee benefits such as health or accident insurance, worker's compensation, or OSHA protection and is responsible for filing all tax returns and paying any taxes due as an independent contractor.

Official warrants that he/she has not been convicted of any criminal offense against persons or against public health and decency. If required by USS or any league which wishes to hire Official, Official will sign and deliver any form required to conduct a criminal background check on Official.

Official understands that (1) USS activities (including refereeing and training) are strenuous; (2) participating involves risks including personal injury, adverse affects on my health, death or other consequences; (3) these consequences may result from Official's own or others action or inaction or the conditions of the premises or any equipment used; (4) there may be other risks, including risks that are unknown or not reasonably foreseeable; and (5) participation in USS refereeing activities is voluntary; (6) I may stop participating at any time, and I should stop immediately if I have any concern that carrying on will adversely affect my health. Official assumes all risk of injury, death, property damage, and theft and waives all claims on account of any such risks against USS.

For myself and my successors and assigns, I release USS, its officers, directors, members, and agents from all: current and future claims and liability of any kind that are related directly or indirectly to my participation in USS activities.

I will indemnify, defend, and hold harmless USS persons from all claims, causes or action, judgments, costs or expenses, including attorney's fees, which are related directly or indirectly to my participation in USS activities or this agreement. I understand that USS will be facilitating with the gathering of private information (like social security and birth date information) in order that I may be paid. USS will use reasonable standards to protect this information, but I hereby agree to hold USS harmless from any liability that may occur from my private information being unintentionally released or stolen.

I consent to medical treatment in a medical emergency in which I am unable to consent to such treatment.

This agreement and its performance are governed by the laws of the State of Oregon and all parties consent to personal jurisdiction in Oregon.

**I, THE UNDERSIGNED, HEREBY CERTIFY THAT I AM OVER 18 YEARS OF AGE, AND THAT I HAVE READ THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS. Must be signed by parent or legal guardian if Official is under the age of 18 at the time of this signature.**

The "Standards of Conduct" attached hereto, or on the reverse side, are incorporated herein by this reference.

Print Referee Name: \_\_\_\_\_ Date of Birth \_\_\_\_\_

Referee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent Signature if under 18 \_\_\_\_\_

## Standards of Conduct

1. Official will (a) officiate accepted matches in accordance with rules (aka laws) adopted by any sanctioning body, such as the USSF, and/or any league which hires Official, and in a fair and safe manner that promotes player safety and spectator enjoyment, (b) maintain his/her physical fitness for peak performance, (c) faithfully keep all appointments assigned to and accepted by him/her, (d) support fellow officials with loyalty, pride, and dignity, (e) conduct himself/herself in a way to be ethically and morally beyond reproach, (f) grant players and coaches dignity and self-respect, and (g) remain committed to continuous learning and improvement.
2. Official will reject assignment of any match that (a) would create the appearance of impropriety, including any match in which they or a family member plays, coaches, attends or works, or (b) is clearly beyond Officials fitness or skill level.
3. Official will comply with the published standards (dress, appearance, and conduct), policies, and procedures of USS, USSF or other sanctioning body, and league which hires Official. Official understands that timeliness in accepting or rejecting assigned matches, in officiating matches, and completing and submitting match reports are important criteria in evaluating Officials performance of his/her contract duties. Unless otherwise provided by USS rule, Official must communicate match reports within 24 hours. Failure to do so may result in a late game report fee of \$10/game.
4. Unless otherwise specified in the applicable rules, Official will be ready to enter the field 30 minutes before the time of the match. Failure to arrive at the field on time may result in removal from assignment with no compensation. Referees who do not show up for accepted assignments will forfeit game fee and may be subject to additional penalties.
5. Prior to the match, Official will examine the credentials of the players and coaches desiring to participate in the match if and as required by USSF or other sanctioning body and/or the league which hired the Official, and without exception, will not knowingly allow any player and coach without such credentials to participate in the match.
6. Unless properly excused, Official will attend all required education programs provided by USS. Official will annually complete all education, testing, and assessment requirements imposed by USSUSF or other sanctioning body and USSF.
7. Unless caused by an emergency, Official may not return any accepted assignment within 24 hours before the match time. Unless allowed by USS Official may not return an accepted assignment in order to accept an assignment by another league or sponsoring organization.
8. Official authorizes USS to share and coordinate information regarding Officials assignments, qualifications, and performance. Upon request, Official will be entitled to a written summary of criteria upon which his/her assignments are based.
9. USS will have the right to withdraw any assignment at any time without cause and without compensation to Official. USS will also have the right to withdraw any assignment at any time without compensation to Official if the game is canceled. USS also will have the right to cancel any assignment or this agreement at any time for good cause shown.
10. USS will make available to officials the schedule of game fees as well as its own schedule of fines for, among other things, unauthorized or improper return of assignments, unexcused "no shows" unexcused absence from required trainings/meetings; and failure to deliver match reports in a timely manner. Official acknowledges that USS has authority to impose fines. Official also acknowledges that a fine system is a fair and reasonable method of enforcement of rights and duties and does not constitute a penalty.
11. All communications by Official to USS, other than matters relating to day-to-day assignments and changes, will be in writing or by email.
12. Official agrees not to make statements to the media, or post on the internet, statement regarding the performance or behavior of players, coaches, league administrators, USS staff, or fellow referees.
13. Official agrees that he/she will remain physically and mentally fit and duly licensed by USSF or other sanctioning body to officiate any match assigned to and accepted by Official