Officiating Independent Contractor Agreement

This Agreement will specify the terms and conditions of this contract between the undersigned party and CNM Umpires LLC regarding officiating services for 2021.

The undersigned umpire agrees to the following:

- 1. **Term**: The Term of this agreement is for the 2021 calendar year.
- 2. **Assignments**: I agree that it is my responsibility to keep CNM Umpires LLC updated on any changes to my personal information such as addresses, telephone numbers, e-mail addresses, etc. and that failure on my part to do so may result in delayed payments or missed game assignments.
- 3. <u>Independent Contractor Status</u>: I agree to participate as an independent contractor for all purposes under this agreement. I acknowledge that I am not an employee of All World Sports New Mexico or CNM Umpires LLC.
- 4. Independent Contractor Insurance: I understand and agree All World Sports New Mexico and CNM Umpires LLC does not offer any form of insurance to its contractors, and is not responsible, in any way whatsoever, for payment of any costs related to any injury or illness incurred because of traveling to or from, or officiating in, any athletic contest assigned. As an independent contractor, I understand that workers compensation insurance is not offered, and that all medical bills and other related costs such as lost wages, property damage, etc. resulting from injury or illness received in, or traveling to or from, such a contest are exclusively my own responsibility. I understand that there are inherent risks of injury involved in any athletic competition, and freely choose to undertake such risk in knowledge of the previous statements. I further certify that I have personal medical insurance coverage; or if I do not, that I freely choose to officiate knowing the risks involved and that CNM Umpires LLC and contracting organizations do not provide any such coverage.
- 5. <u>Required Insurance</u>: CNM Umpires LLC only schedules officials to work in All World Sports (AWS) sanctioned leagues and tournaments. All CNM Umpires are required to register as AWS umpires and receive accidental injury insurance overage only when officiating AWS sanctioned events.
- 6. <u>Independent Contractor Tax Responsibilities</u>: I understand and agree that, as an independent contractor, I am exclusively responsible for any and/or all tax liability resulting from payment of game fees, and that CNM Umpires LLC is not my employer, and is not responsible for withholding, deducting, or accounting for my individual payments, or for furnishing the IRS with any information regarding payments to its independently contracted officials, unless required by statute.
- 7. Waiver of Liability and Release: I understand that my participation carries with it the risks of serious injury to me including death. In recognition of this, I agree to assume responsibilities of all such risks and forever release and hold harmless CNM Umpires LLC, Board of Directors and members that may sanction or permit the aforementioned activities from and against such injury and death, and waive any and all claims, rights, or suit for damages of any kind whatsoever that may be brought by myself, my heirs, successors of this offer of contract is an irrevocable waiver of any right to additional compensation or benefit from CNM Umpires LLC including workers compensation.
- 8. <u>Umpire Training:</u> I have received ample independent training in the game of softball either in a training clinic sponsored by CNM Umpires LLC, or another softball umpire training clinic, or I am planning on attending the CNM Umpires LLC or equivalent training clinics.

- 9. <u>Umpire Code of Ethics:</u> I understand and agree to uphold not only the policies and procedures of CNM Umpires LLC, but abide by CNM Umpires LLC Umpire Code of Ethics.
 - I will not possess or consume any alcoholic beverage, marijuana, illegal drugs or substance at any time when preforming my Independent Contractor duties on the playing field, in the dugouts, parking lot or any other areas near or around the playing fields.
 - I understand fighting, threats and or abusive or profane language will not be tolerated. <u>Uniforms:</u> I will provide my own uniform in accordance with CNM Umpires LLC and USSSA standards.

I represent that I have read, understand and agree that any officiating assignment accepted during the 2021 season(s) shall be subject to and performed in accordance with the terms and conditions outlined in the agreement.

Signature		
Printed Name		
Date		