

TERMS OF SERVICE

MidWay Play

A California Nonprofit Public Benefit Corporation

Effective Date: August 28, 2026 • **Last Updated:** August 28, 2026

These Terms of Service (“Terms”) are an agreement between you and MidWay Play (“MidWay Play,” “we,” “us,” or “our”) governing your use of <https://midwayplay.com> (the “Site”) and your participation in MidWay Play programs, including the North County Youth Soccer League (NCYSL) and related clinics, training, events, volunteering, and fundraising.

MidWay Play is a California Nonprofit Public Benefit Corporation (Entity No. B20260275884) recognized as a tax-exempt public charity under Internal Revenue Code Section 501(c)(3) (EIN 42-3122520), with its principal office at 452 Chestnut Ave, Carlsbad, CA 92008.

By using the Site, submitting a contact form, registering a player, donating, volunteering, or otherwise participating in a MidWay Play program, you agree to these Terms and to our Privacy Policy. If you do not agree, do not use the Site or enroll in a program.

If you are a parent or legal guardian, you agree to these Terms on behalf of yourself and the minor player you register. Children may not accept these Terms or create an account on their own.

1. Who May Use the Site and Programs

- The Site is intended for adults — parents, guardians, coaches, volunteers, donors, and community members.
- Players in MidWay Play programs are youth. A parent or legal guardian must complete inquiries, registration, waivers, and payments.
- You represent that the information you provide is accurate and that you have authority to act for any minor you register.
- We may refuse, suspend, or cancel Site access or program participation if information is false, fees are unpaid, or these Terms or our code of conduct are violated.

2. Relationship to Other Documents

These Terms cover the Site and general program rules. Participation in a season or event may also require:

- A registration form and fee schedule for that season.
- A signed waiver / assumption of risk / medical authorization.
- A photo and media consent (or opt-out).
- A parent, player, and coach code of conduct.
- Financial-aid or payment-plan paperwork, if applicable.

If a signed season document conflicts with these website Terms on a program-specific point (fees, refunds, schedule), the signed season document controls for that season. Our Privacy Policy controls how we handle personal information.

3. The Site — What You May and May Not Do

3.1 Permitted use

You may use the Site to learn about MidWay Play, contact us, apply or register when registration is open, donate, and access schedules or documents we post for families.

3.2 Prohibited use

You may not:

- Use the Site for any unlawful purpose or to harm a child, family, volunteer, or MidWay Play.
- Scrape, hack, overload, or attempt to bypass security on the Site.
- Post or send content that is false, defamatory, harassing, discriminatory, or that reveals another person's private information.
- Impersonate MidWay Play, an officer, a coach, or another family.
- Use MidWay Play names, logos, or team names to suggest an official partnership without our written permission.
- Upload malware or interfere with other users.

We may remove content or block access that we reasonably believe violates these rules.

4. Program Nature and Year-1 Operations

MidWay Play offers accessible youth sports programming intended to sit between typical recreation and full competitive club play: licensed or screened coaches where available, planned development, reasonable travel, included uniforms where advertised, and financial aid when funding allows.

For Year 1, NCYSL is operated as an independent recreational / developmental league and is not affiliated with Cal South or another state association unless we later announce otherwise. Affiliation status can affect guest play, insurance products, and player cards. We will tell registered families if that status changes.

We do not guarantee a particular number of games, a specific field, a specific coach, equal results, or high-school or club placement. We do aim for balanced schedules, equal playing time as a program principle, and character-first coaching.

5. Registration, Eligibility, and Rosters

- Registration is complete only when we have accepted the application, required forms are signed, and the applicable fee (or approved aid / payment-plan arrangement) is in place.
- Age groups are based on date of birth or the age-group rules we publish for that season. We may request a birth certificate or other proof.

- We may place players on teams by age, location, experience, and roster balance. Placement requests are considered but not guaranteed.
- A roster spot is not transferable to another child without our approval.
- We may combine, divide, or cancel a team or age group if enrollment is too low or too high to operate safely and fairly. If we cancel a team before the season starts, we will refund the program fee paid for that player, less any non-recoverable third-party charges we disclose.
- Providing false eligibility information is grounds for removal without refund.

6. Fees, Payment Plans, Financial Aid, and Refunds

6.1 Fees

Program fees, due dates, what is included (for example, uniforms), and any extra costs (such as optional tournaments) will be stated at registration. Fees support fields, equipment, uniforms, insurance, officials, coaching, and administration.

6.2 Payment plans

If we offer a payment plan, you agree to pay each installment on time. A missed installment may pause the player's participation until the account is current, after notice to the parent.

6.3 Financial aid

Scholarships and reduced fees are awarded from available funds and are not guaranteed. Aid information is used only to evaluate and administer the request, as described in our Privacy Policy. Misrepresentation in an aid request is grounds for denial or removal.

6.4 Refunds

Unless a season registration form says otherwise:

- A written withdrawal received before we order the player's uniform and before the first team practice: refund of the program fee minus any stated processing fee and any aid already applied.
- Withdrawal after uniforms are ordered or after the first team practice: no program-fee refund, unless we cancel the team or are required by law to refund.
- Donations are not refundable except as required by law or as we agree in writing for a clear processing error.
- Third-party processing fees charged by a payment vendor may be non-refundable.

Email withdrawal and refund requests to info@midwayplay.com.

7. Code of Conduct

MidWay Play exists to build character, fitness, teamwork, and sportsmanship. Parents, players, coaches, and spectators agree to:

- Treat players, opponents, referees, coaches, staff, and families with respect.
- Follow the coach's and referee's instructions during sessions and games.

- Stay off the field of play unless invited by a coach or official.
- Never coach from the sideline in a way that contradicts the team coach or intimidates a child.
- Never use abusive, discriminatory, or threatening language or conduct.
- Never use or be under the influence of alcohol or illegal drugs at a MidWay Play session.
- Follow field rules set by cities, schools, and park owners (parking, pets, trash, no smoking).
- Raise concerns with the coach or MidWay Play privately, not by confronting a child or official during a game.

We may warn, suspend, or remove a player, parent, or volunteer from a session, season, or the organization for conduct that endangers others or undermines the program. Removal for a serious conduct violation is generally without refund.

California law and common sense apply: bullying, harassment, and any form of abuse are prohibited and will be reported as required.

8. Safety, Medical Information, and Emergencies

- Parents must provide current emergency contacts and any medical notes needed for safe participation (for example, asthma, allergies, or injury restrictions).
- Players should not attend if they have a contagious illness or an injury that makes play unsafe. A doctor's clearance may be required after certain injuries.
- MidWay Play staff and volunteer coaches are not medical professionals. In an emergency we may call 911 and notify the parent. You authorize reasonable first aid and emergency care if you cannot be reached.
- Coaches and volunteers who work with youth are subject to screening consistent with our policies and applicable law.

No youth sports program can eliminate all risk. See Section 11.

9. Fields, Weather, and Schedule Changes

Practices and games depend on field permits, school and city calendars, weather, air quality, and referee availability. We may postpone, relocate, shorten, or cancel sessions. We will communicate changes through the contact information you give us.

A cancelled session does not automatically create a refund or a guaranteed makeup. We will make reasonable efforts to preserve a fair season when conditions allow.

10. Photos, Video, Names, and Intellectual Property

10.1 Your content

If you send us a message, testimonial, or photo, you grant MidWay Play a non-exclusive, royalty-free license to use that content to operate and promote the nonprofit, subject to our Privacy Policy and any media opt-out you have on file.

10.2 Our content

The Site, MidWay Play name and logo, NCYSL name, curriculum outlines, graphics, and written materials are owned by MidWay Play or our licensors. You may not copy them for a competing program or commercial use without written permission. You may share public pages and official posts for personal, non-commercial purposes.

10.3 Player images

Photo and video use is described in our Privacy Policy. Public parks may be photographed by others; we cannot control third-party cameras.

11. Assumption of Risk

Soccer and other youth sports involve inherent risks. Those risks include, among others, collisions, falls, thrown or kicked balls, uneven fields, weather, physical exertion, and the actions of other players, coaches, officials, and spectators. Injuries can be minor or, in rare cases, serious.

By registering a player or attending a session, you understand and voluntarily assume those inherent risks on behalf of yourself and the minor player, to the fullest extent allowed by California law.

A separate written waiver may be required before a player takes the field. Signing that waiver is a condition of participation.

12. Disclaimers

THE SITE AND OUR PROGRAMS ARE PROVIDED “AS IS” AND “AS AVAILABLE.” TO THE FULLEST EXTENT PERMITTED BY LAW, MIDWAY PLAY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

We do not warrant that the Site will be uninterrupted or error-free, that program information on the Site is always complete, or that participation will produce a particular athletic result.

Nothing on the Site is medical, legal, or tax advice. Donation deductibility depends on your circumstances; keep your acknowledgment letter and consult your own advisor.

13. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY CALIFORNIA LAW, MIDWAY PLAY AND ITS DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND AGENTS WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS OR DATA, ARISING OUT OF THE SITE OR THE PROGRAMS.

OUR TOTAL LIABILITY FOR CLAIMS ARISING OUT OF THE SITE OR THESE TERMS IS LIMITED TO THE GREATER OF (A) THE PROGRAM FEES YOU PAID TO MIDWAY PLAY FOR THE SEASON IN WHICH THE CLAIM AROSE OR (B) FIFTY DOLLARS (\$50).

THIS LIMIT DOES NOT APPLY TO LIABILITY THAT CALIFORNIA LAW DOES NOT ALLOW TO BE LIMITED, INCLUDING LIABILITY FOR GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR OTHER CLAIMS THAT CANNOT BE WAIVED.

14. Indemnity

To the fullest extent permitted by law, you agree to indemnify and hold harmless MidWay Play and its directors, officers, employees, and volunteers from claims, damages, and reasonable legal costs arising out of: (a) your or your player's violation of these Terms or the code of conduct; (b) your misuse of the Site; or (c) your infringement of someone else's rights — except to the extent caused by MidWay Play's gross negligence or willful misconduct.

15. Donations

Donations are voluntary gifts to a 501(c)(3) public charity. They are generally tax-deductible to the extent allowed by law. A donation does not purchase a roster spot, naming right, or control over team placement unless we agree in a separate writing.

We do not sell donor lists. Gift processing may run through a third-party payment vendor whose terms also apply to the transaction.

16. Third-Party Services and Links

The Site may link to payment processors, city field pages, maps, social media, or other tools. Those services are not under our control. Their terms and privacy policies apply when you use them. MidWay Play is not responsible for their content or practices.

17. Privacy

Our collection and use of personal information is described in the MidWay Play Privacy Policy, available on the Site and by request at info@midwayplay.com. The Privacy Policy is part of how we operate; please read it before you submit information.

18. Electronic Communications and Signatures

You agree that we may communicate with you by email, by notices on the Site, and by other contact methods you provide. Electronic acceptance of these Terms, a registration form, or a waiver (checkbox, typed name, e-sign platform) has the same effect as a handwritten signature to the extent allowed by the federal E-SIGN Act and the California Uniform Electronic Transactions Act.

19. Termination

You may stop using the Site at any time. You may withdraw a player subject to the refund rules in Section 6.

We may suspend or terminate Site access or program participation if you materially breach these Terms, fail to pay, endanger others, or if we discontinue a program. Sections that by their nature should survive (including 10–15, 20, and 21) remain in effect.

20. Governing Law and Disputes

These Terms are governed by the laws of the State of California, without regard to conflict-of-law rules. You agree that state or federal courts located in San Diego County, California, are the proper venue for disputes that are not resolved informally, except where a different venue is required by law.

Before filing a claim, please email info@midwayplay.com and give us 30 days to try to resolve the issue. This section does not limit either party's right to seek urgent injunctive relief to protect a child or intellectual property.

If you are a consumer entitled to rights that cannot be waived under California law, those rights still apply.

21. General

- These Terms, plus the Privacy Policy and any signed season forms, are the entire agreement for Site use and general participation.
- If a court finds one provision unenforceable, the rest remain in effect.
- Our failure to enforce a provision is not a waiver.
- You may not assign these Terms. We may assign them to a successor nonprofit that continues the program.
- Headings are for convenience only.
- “Including” means “including without limitation.”

22. Changes to These Terms

We may update these Terms as the Site, programs, vendors, or law change. The “Last Updated” date will change when we do. For material changes that affect a season already underway, we will provide additional notice to registered families where reasonably practicable (Site notice or email).

Continued use of the Site after an update means you accept the revised Terms. If you do not agree, stop using the Site and contact us about any active registration.

23. Contact

MidWay Play

Email: info@midwayplay.com

Website: <https://midwayplay.com>