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**YOUR CLUB IS
EXPOSED.
HERE'S THE FIX.**

*A Legal Guide for the Clubs That Develop
Tomorrow's Athletes*

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**YOUR CLUB'S
EXPOSURE LIVES IN
ITS ORDINARY
OPERATIONS, NOT
IN A CATASTROPHE.**

BRANDON LEOPOLDUS, ESQ.

Founder, Leopoldus Law, APC. Former professional baseball umpire.

 READ THIS FIRST

THE CLUBS THAT SURVIVE ARE NOT THE ONES THAT NEVER FACE A LEGAL ISSUE.

Your club is built on a commitment to athlete development. Legal problems are rarely part of the plan. But they happen, and when they do, they threaten your coaches, your athletes, your organization, and your reputation, and they arrive at the worst possible time, mid-season, mid-tournament, mid-growth. The clubs that survive and thrive are the ones that built the structure to absorb it before it arrived.

The most common sources of legal exposure are not extraordinary events. They are everyday operational decisions: the coach agreement that was never drafted, the waiver that will not hold up in court, the player who left for a competing club after your staff developed them for three seasons, the transfer that got flagged by the state federation. This guide walks the areas where clubs face the most exposure, and tells you the truth about what the law in a state like California really allows, because some of the "protections" clubs think they have do not work the way club directors assume.

One idea runs through everything below. Your club's legal exposure lives in its ordinary operations, and the fix is structure built in advance, not a lawyer called after a crisis. Each area is manageable, and far cheaper to get right up front than to fix after something goes wrong.

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This guide is educational. It is general information, not legal advice for your club's specific situation, and reading it does not create an attorney-client relationship with Leopoldus Law, APC. Employment, waiver, and governing-body rules vary by state and change; confirm before you act.

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**THE NON-COMPETE
YOU ARE COUNTING
ON
IS PROBABLY VOID.**

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Followed by scenarios from the field, frequently asked questions, a glossary, ten myths that expose clubs, and how to reach us.

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CHAPTER ONE

THE SIX EXPOSURE AREAS

The map of where a club's legal risk actually concentrates

CHAPTER 1

THE RISK NO CLUB DIRECTOR PLANS FOR

IT IS MUNDANE, NOT CATASTROPHIC, AND IT IS EXACTLY WHY IT GOES UNADDRESSED

Most club directors picture the wrong risk. They imagine the catastrophic injury, and they buy insurance against it, which is right. But the losses that actually take down clubs are usually mundane: a coach misclassified as a contractor triggering back taxes, a waiver that fails when tested, a departing coach who takes half the roster, a transfer misstep that sidelines athletes and exposes leadership.

The exposure is created quietly, in a decision that seemed fine at the time, and it stays invisible until it is triggered. Because it has no symptoms until it fires, it is easy to defer, and deferral is exactly how clubs accumulate risk they did not know they had.



DID YOU KNOW?

These risks cannot be spotted by waiting for a problem. They have to be addressed proactively, by looking at how the club operates and fixing the exposures before they fire.

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CHAPTER 1 • REFERENCE

THE MAP: SIX PLACES EXPOSURE CONCENTRATES

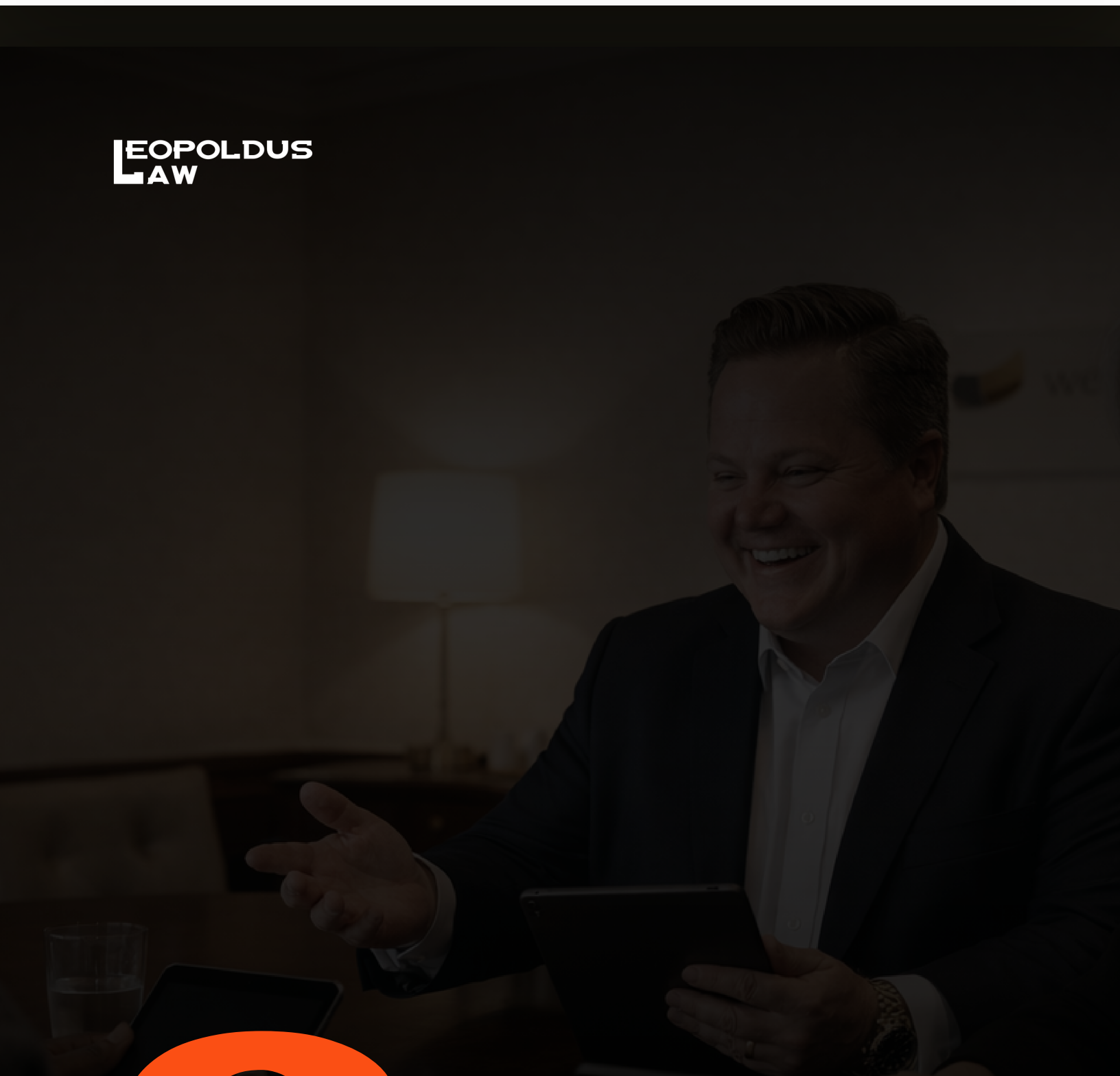
EXPOSURE AREA	WHAT GOES WRONG WITHOUT COUNSEL
COACH AND STAFF AGREEMENTS	Contractor misclassification; no IP assignment for curriculum; agreements never drafted.
PARTICIPANT WAIVERS AND LIABILITY	Generic waivers that fail; missing assumption-of-risk framing; weak minor protocols.
PLAYER DEPARTURES AND "POACHING"	Reliance on non-competes unenforceable in states like California; no real IP or content protection.
GOVERNING-BODY COMPLIANCE (CIF, ETC.)	Transfer-eligibility and recruitment missteps that sideline athletes and expose leadership.
ENTITY AND INSURANCE STRUCTURE	Operating without entity protection; personal liability for directors and coaches; insurance gaps.
SPONSOR AND VENDOR CONTRACTS	Unsigned or one-sided deals; no IP protection on the club's name, logo, and content.

The chapters that follow add the one that outranks them all: safety and abuse prevention, the club's most serious obligation. Every exposure here is created in the ordinary course of running the club, and every one is invisible until something triggers it.

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COACH AND STAFF AGREEMENTS

The misclassification trap, and what the agreement must contain

CHAPTER 2

ARE YOUR COACHES EMPLOYEES, OR CONTRACTORS?

THE LABEL DOES NOT DECIDE. THE ABC TEST DOES.

Many clubs treat coaches as independent contractors, paying on 1099s and assuming that is fine. California uses the "ABC test," under which a worker is a contractor only if the club can prove all three prongs, and the club bears the burden.¹ A coach coaching for a coaching club is doing work squarely within the usual course of the club's business, the prong where clubs fail.

Getting this wrong is expensive. Misclassification can trigger liability for back employment taxes, unpaid overtime, and penalties, often discovered years later. The fix is to analyze the classification honestly and structure agreements and payroll accordingly, rather than defaulting to contractor status because it is cheaper in the moment. The moment is not when the savings matter; the audit is.

**MANY CLUB COACHES ARE
LEGALLY EMPLOYEES,
WHATEVER THE CLUB HAS BEEN
CALLING THEM.**

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CHAPTER 2

WHAT THE COACH AGREEMENT MUST CONTAIN

A HANDSHAKE PROTECTS NOTHING

Every coach relationship should be papered well. The agreement should define the role, compensation, and term clearly; set expectations for conduct, safety, and compliance; address termination cleanly; and, critically, assign to the club the intellectual property the coach creates, the training content, curriculum, drills, and methods developed on the club's time.

A club that never got an IP assignment can find that a departing coach walks out with the very curriculum the club built its reputation on. Clubs resist papering these relationships because it feels formal in a world that runs on relationships, but the savings from informality are a loan against a future liability that compounds with interest.



DID YOU KNOW?

It is not expensive to paper a coach relationship properly. It is expensive not to.

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CHAPTER THREE

PARTICIPANT WAIVERS AND LIABILITY

What a waiver can do, what it cannot, and the minor problem

CHAPTER 3

THE LINE YOUR WAIVER CANNOT CROSS

ORDINARY NEGLIGENCE, YES. GROSS NEGLIGENCE, NEVER.

A well-drafted release can be enforceable as to **ordinary negligence**, which is real, valuable protection. But a release purporting to waive future gross negligence is generally unenforceable as a matter of public policy.² Gross negligence, an extreme departure from the ordinary standard of care, cannot be waived away in advance.

Get a properly drafted waiver, because it genuinely helps against ordinary-negligence claims, and do not rely on it as a license to be careless, because it will not save you from gross negligence, and it was never meant to.



DID YOU KNOW?

Alongside the waiver sits primary assumption of risk: a club owes no duty to protect against risks inherent in the sport, but does have a duty not to increase them.³ Do not increase risk beyond what is inherent, and this doctrine does much of the protective work.

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CHAPTER 3

THE MINOR PROBLEM: SIGNATURES AND PROTOCOLS

WHERE A GENERIC WAIVER MOST OFTEN FAILS

A minor cannot sign a binding waiver themselves, and the enforceability of a parent's pre-injury waiver on a minor's behalf is a complicated, state-specific question. Who signs, in what capacity, with what language, and whether the protocols actually create enforceable agreements is genuinely important. A generic waiver with sloppy signature protocols for minors can fail exactly when it is needed.

Put the three together, a properly drafted waiver, the assumption-of-risk doctrine, and correct minor protocols, plus good insurance and a genuine commitment to safety, and a club is well protected. Rely on a generic downloaded waiver alone, and the club has a false sense of security that will fail under pressure.

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CHAPTER FOUR

THE NON-COMPETE MYTH

Why it fails in California, and what actually protects the club

CHAPTER 4

THE CLAUSE YOU ARE COUNTING ON IS VOID

AND ACTING ON IT IS A MISTAKE, NOT A PROTECTION

California law is emphatic: employee non-competes and customer non-solicitation restraints are generally void, unless a narrow exception applies, and recent legislation has strengthened that rule and added penalties for even including such clauses.⁴ A non-compete telling a coach they cannot go work for a rival, or cannot solicit the club's players, is generally unenforceable, and including it can itself expose the club.

Any advisor who tells a California club to just put a non-compete in the coach agreement is giving advice the law does not support. Relying on it means the club has no real protection at all.

**THE CLAUSE THE CLUB IS
COUNTING ON IS VOID.
RELYING ON IT MEANS NO REAL
PROTECTION AT ALL.**

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CHAPTER 4

FOUR TOOLS THAT ACTUALLY WORK

ENFORCEABLE PROTECTION AGAINST POACHING, WITHOUT THE VOID CLAUSE

IP ASSIGNMENT. The curriculum and content a coach develops should be owned by the club through proper assignment. This the law will protect.

TRADE-SECRET PROTECTION. Genuinely proprietary methods can be protected through confidentiality obligations, enforceable unlike a non-compete.

PLAYER AND PARENT AGREEMENTS. Clear registration agreements and season commitments govern the relationship far more effectively than an unenforceable restraint on the coach.

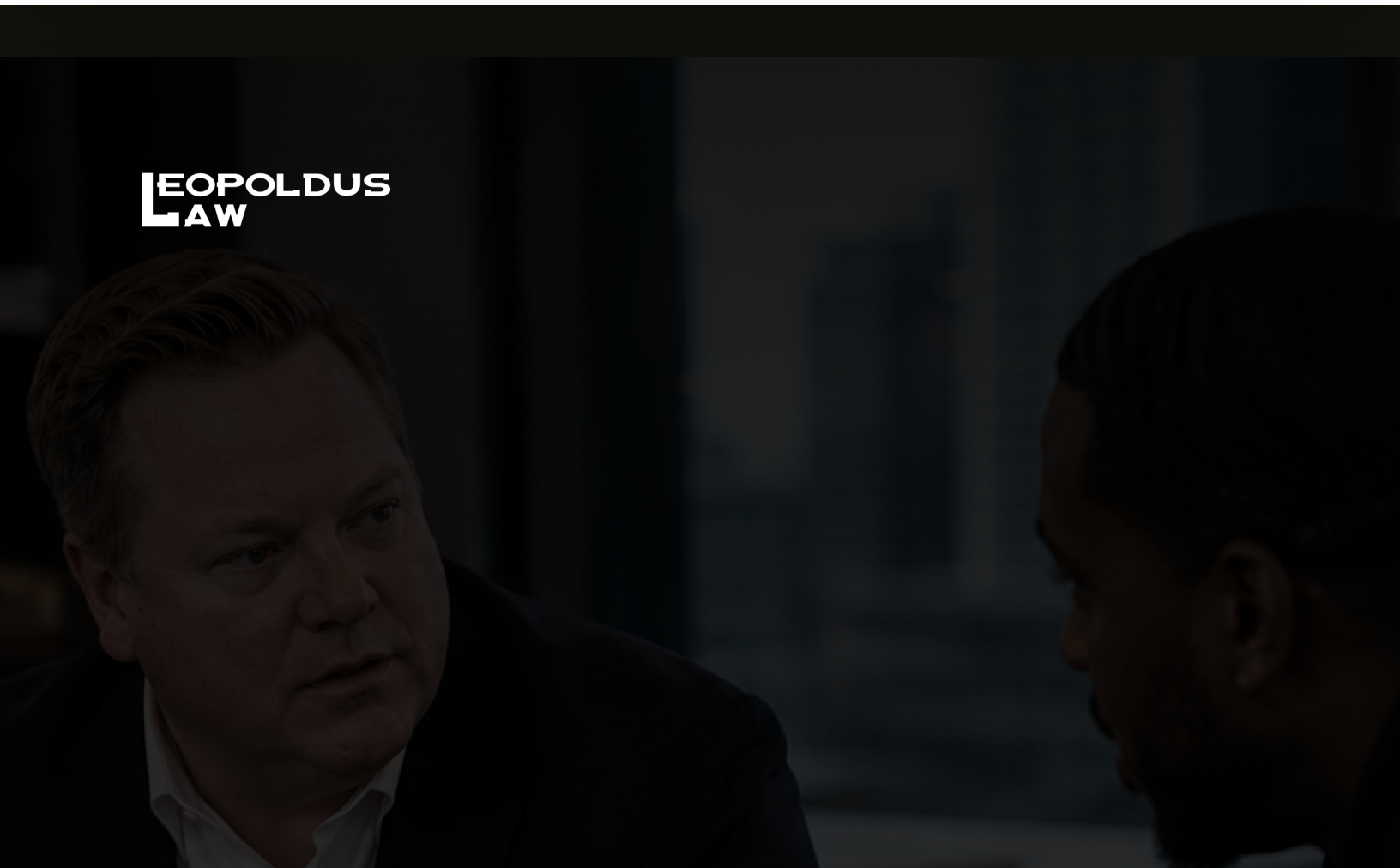
BEING THE CLUB WORTH STAYING AT. Not a legal tool, but the truest protection: clubs that develop players well and treat coaches fairly lose fewer of both.

The strongest retention tool is not legal at all; it is being a club people do not want to leave. The enforceable protections simply make sure that when someone does leave, they cannot take the club's own development system with them.

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CHAPTER FIVE

GOVERNING-BODY COMPLIANCE, ENTITY & INSURANCE

CIF rules, personal liability, and where the coverage gaps hide

A COACH'S GOOD INTENTIONS CAN COST AN ELIGIBILITY

THE LINE BETWEEN PROMOTION AND PROHIBITED RECRUITMENT IS NOT OBVIOUS

Clubs that work with high-school-age athletes operate in the shadow of the state federation's rules on transfers, recruitment, and undue influence.⁵ A club that contacts, recruits, or influences a high-school athlete in a way that violates those rules can trigger findings that cost the athlete eligibility and the club its standing.

The well-meaning coach who wants to help a young athlete is precisely the person most likely to cross a line they did not know was there. Clear internal guidance on what coaches may and may not do with high-school-age athletes protects both the athlete and the club from a good intention that becomes a violation.

FORM THE ENTITY. THEN ACTUALLY MAINTAIN IT.

WITHOUT THE SHIELD, A CLAIM AGAINST THE CLUB IS A CLAIM AGAINST YOU

A club operating informally, or through an entity formed and then never maintained, exposes its directors, officers, and coaches to personal liability. A properly formed and maintained LLC or nonprofit generally shields the individuals behind it, but only if the entity is genuinely kept separate, with its own accounts, records, and formalities.⁶

Directors and officers should be covered by D&O insurance, and every club should run an insurance gap analysis, reviewing what it actually faces against what its policies actually cover. Unglamorous, and often reveals the club is far less protected than it assumed.

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CHAPTER SIX

SAFETY, ABUSE PREVENTION, AND MANDATED REPORTING

The obligation that outranks every other exposure in this guide

IF YOU ACT ON NOTHING ELSE, ACT ON THIS

THESE ARE LEGAL OBLIGATIONS, NOT OPTIONAL BEST PRACTICES

The days when a youth organization could operate without formal child-protection measures are over. In California, youth service organizations are required by law to develop child-abuse-prevention policies, require background checks for those with direct contact with or supervision of minors, and require mandated-reporter training.⁷ SafeSport adds its own requirements for Olympic-movement clubs.

A club that has not implemented these is out of compliance and exposed, both to enforcement and, far worse, to the consequences of an incident proper measures might have prevented.

**NO ADULT SHOULD HAVE CONTACT
WITH YOUR MINORS
UNTIL CHECKS AND TRAINING ARE
COMPLETE.**

A POLICY IN A DRAWER PROTECTS NO ONE

THE REQUIREMENTS HAVE TO BE GENUINELY IMPLEMENTED

Meeting these obligations means: background checks conducted before contact begins and kept current; written prevention policies that are actually followed, covering one-on-one situations, communication protocols, and reporting; mandated-reporter training so staff know their legal duty; and clear internal procedures for raising concerns.

The legal requirements are the floor, and they should be met fully and kept current, but the real standard is a culture that protects the children in the club's care as the first priority. This is the area where a club should least tolerate a gap.



CHAPTER SEVEN

CONTRACTS, AND YOUR CLUB'S BRAND

Reviewing deals before they are signed, and protecting the club's IP

DO NOT SIGN THE OTHER SIDE'S DRAFT UNREAD

A QUIET SOURCE OF EXPOSURE AS THE CLUB GROWS

As a club grows, it enters deals with apparel brands, facility operators, tournament organizers, and vendors, and these contracts are a quiet source of exposure when unsigned, one-sided, or missing the terms that protect the club. A handshake apparel deal, a facility-use arrangement never papered, each is a risk that surfaces when the relationship sours.

Every significant relationship should be papered on terms the club has actually reviewed and negotiated. Apparel and sponsor deals should define what the club gives and gets; facility agreements should address liability and insurance; tournament and vendor agreements should be read for terms that shift risk onto the club.

YOUR CLUB IS A BRAND. PROTECT IT EARLY.

OFTEN OVERLOOKED UNTIL IT IS CONTESTED

The club's own IP, its name, logo, brand, and the content it creates, is often its most valuable and least protected asset. A club that has not protected its name and logo, through trademark where appropriate, can find them used by others or lost in a dispute.

As the club grows, its brand acquires genuine value, value a competitor could exploit or that could simply be lost for never having been secured. The clubs that will still own their brand in ten years are the ones that secured it early, before it was valuable enough for someone else to want.

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CHAPTER EIGHT

THE VALUE OF ONGOING COUNSEL

Predictable cost, ongoing access, and structure built in advance

LEGAL RISK MANAGED, NOT LEGAL RISK REALIZED

PREDICTABLE COSTS, NOT OPEN-ENDED BILLS

A club that has counsel available as it grows, reviewing agreements before signing, structuring the entity before it is tested, catching a compliance issue before it becomes a finding, is a club that closes its exposures in advance rather than discovering them under pressure.

Flat-rate pricing on defined matters lets a club know costs before work begins, without hourly-billing surprises. For clubs that want ongoing coverage, a retainer arrangement provides regular access to counsel, a kind of fractional general counsel, built into operations rather than summoned only when something breaks.

COUNSEL WHO KNOWS THE CLUB

VALUE CREATED IN THE PROBLEMS AVOIDED, NOT JUST THE ONES LITIGATED

A lawyer who has structured the entity, drafted the coach agreements, reviewed the waivers, and handled the compliance understands the club's operation in a way a stranger brought in during a crisis never can. That means the club has someone to call with the quick question, before a small issue becomes a large one.

A firm that works only in sports understands the governing-body rules, the athlete-development context, and the operational realities of clubs in a way a general-practice lawyer does not, which means less time explaining the industry and more solving the problem.

SCENARIOS FROM THE FIELD

Composites, stripped of identifying detail, to show the exposures in motion.

THE CONTRACTOR WHO WAS AN EMPLOYEE

A club treated its coaches as contractors for years. When one filed a claim, the ABC test found the club could not satisfy it, exposing back taxes and penalties far larger than the savings the misclassification produced.

THE WAIVER THAT DID NOT COVER WHAT HAPPENED

A club trusted a generic waiver as blanket protection. When an injury arguably showed gross negligence, the waiver had a hard limit exactly where the club needed it most.

THE NON-COMPETE THAT WAS WORTHLESS

A California club tried to enforce a coach non-compete after a departure and discovered it was void. What would have protected it, IP assignment and trade-secret confidentiality, it had never put in place.

THE ENTITY THAT WAS DISREGARDED

A club formed an LLC, then ran everything through a personal account with no formalities. A lawsuit disregarded the entity, and the director's personal assets were suddenly at risk.

THE SPONSOR DEAL THAT GAVE AWAY THE LOGO

A club signed a sponsor's draft unread. Buried inside were broad rights to its name and logo, and a long term the club could not escape when a better opportunity came along.

FREQUENTLY ASKED QUESTIONS

Can I just treat my coaches as independent contractors?

Often not, in California. The ABC test makes a coach doing the club's core work very hard to classify as a contractor.

Does our waiver protect us from everything?

No. It can protect against ordinary negligence, but it cannot waive gross negligence, which is unenforceable as against public policy.

Can a non-compete stop coaches from leaving with our players?

In California, generally no. IP assignment, trade-secret confidentiality, and well-structured player agreements are the enforceable tools.

Do we really need to form an entity?

Yes, to protect the people who run the club. A properly formed and maintained LLC or nonprofit shields them; forming it is step one, maintaining it makes the protection hold.

How can our interactions with high-school athletes get us in trouble?

Through federation rules on recruitment, transfers, and undue influence. Improper contact can trigger findings against the athlete and the club.

We are a small club on a tight budget. How do we afford counsel?

Flat-rate pricing on defined matters, or a retainer for ongoing access. The most expensive path is having no counsel until a crisis forces it.

What abuse-prevention requirements does my club have to meet?

Child-abuse-prevention policies, background checks, and mandated-reporter training, plus SafeSport for Olympic-movement sports. These are legal obligations, not optional.

REFERENCE

A GLOSSARY

ABC TEST. California's independent-contractor test; hard for a club's coaches to satisfy.

RELEASE / WAIVER. Enforceable for ordinary negligence, not for gross negligence.

PRIMARY ASSUMPTION OF RISK. No duty to protect against inherent risks; a duty not to increase them.

IP ASSIGNMENT. Gives the club ownership of curriculum a coach creates; enforceable, unlike a non-compete.

D&O LIABILITY. Personal exposure of club leaders, covered by directors-and-officers insurance.

MANDATED REPORTER. Required by law to report suspected child abuse; club staff often qualify.

BACKGROUND CHECK. Screening required before contact with a club's minors begins.

MISCLASSIFICATION. Treating an employee as a contractor; a source of back-tax and penalty exposure.

GROSS NEGLIGENCE. An extreme departure from the ordinary standard of care; cannot be waived away.

NON-COMPETE / NON-SOLICITATION. Generally void in California; not a reliable protection there.

TRADE SECRET. Proprietary information protected by confidentiality; enforceable where non-competes are not.

ENTITY MAINTENANCE. Keeping an entity separate and formal, on which its liability shield depends.

SAFESPORT. Abuse-prevention framework for Olympic-movement sports.

FRACTIONAL GENERAL COUNSEL. An ongoing retainer relationship giving regular legal access.

TEN MYTHS THAT EXPOSE CLUBS

"Our coaches are contractors because we call them that."

The ABC test, not the label, decides. Most club coaches are legally employees.

"A non-compete will stop our coaches from poaching players." In California it is void. IP assignment and trade secrets are the real tools.

"We do not need an entity; we are just a club." Operating informally exposes the people who run it personally.

"Recruiting is the athlete's eligibility problem, not ours." Improper contact can trigger findings that expose the club, too.

"Abuse-prevention policies are just paperwork we can do later." They are legal obligations and the most important thing a youth club does.

"Our waiver protects us from anything." It cannot waive gross negligence. It helps against ordinary negligence and no further.

"We downloaded a waiver, so we are covered." Generic waivers with sloppy minor protocols fail when tested.

"We formed an LLC, so we are protected." Only if you maintain it. An ignored entity gets disregarded.

"We will sign the sponsor's standard deal; it is fine." One-sided deals shift risk onto the club and can give away its IP.

"We will call a lawyer if something goes wrong." By then it is a crisis. Structure built in advance is cheaper and actually protects.

The thread through every myth is a club operating on an assumption the law does not support. Replace each assumption with what the law actually provides, and the club's protection becomes real instead of imagined.

WHAT TO DO NEXT

TWO THINGS THAT CANNOT WAIT, THEN THE REST IN ORDER

If you address nothing else, address two things immediately: your abuse-prevention obligations, because the stakes are children, and your coach classifications, because that exposure accrues silently across every misclassified coach and season. From there: paper the coach agreements with IP assignment, get a proper waiver and correct minor protocols, replace the void non-compete with real protections, form and maintain the right entity, run an insurance gap analysis, secure the brand, and review the contracts.

Your club is built to develop athletes, not to manage lawsuits, but the legal exposure is real and it lives in your everyday operations. The clubs that protect themselves build the structure in advance, honestly classify their coaches, and treat counsel as part of how they operate rather than an emergency line.

/ WORKING WITH LEOPOLDUS LAW, APC

Leopoldus Law is a sports and entertainment firm. Sports clients only. No exceptions. We represent youth sports clubs, academies, and league and tournament operators across their full range of legal needs, on flat-rate and retainer arrangements built for how clubs actually operate.

If you would like a firm to review your club's exposure and build the structure that protects it, we offer consultations to map your operation. You can reach us anytime. Nights, weekends, and holidays are fine.

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Brandon Leopoldus umpired in professional baseball before he ever practiced law. Five leagues. Seven playoff series. Two All-Star games. One championship series. One infamous appearance on SportsCenter. That path, through the minor leagues and an Olympic family, is the lens he brings to every matter at Leopoldus Law, APC.

100+

ATHLETES ADVISED

25+

SPORTS

3

LEAGUES LAUNCHED

6

PRO TEAMS

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GOVERNING BODIES

Leopoldus Law, APC represents youth sports clubs, academies, and league and tournament operators in the full range of their legal needs, coach and staff agreements, participant waivers, entity and insurance structure, governing-body compliance, sponsor and vendor contracts, intellectual property, and disputes, on flat-rate and retainer arrangements built for how clubs actually operate.

His practice reaches the whole business of sport. He has served twice as Interim General Counsel for D.C. United of Major League Soccer, advised U.S. Olympic governing bodies, and helped develop and launch three startup leagues. He sits on the Board of Directors of the Sports Lawyers Association and teaches Sports Law as an adjunct professor at Loyola Law School in Los Angeles.

It traces back to watching his sister become the first Elite-level gymnast in Colorado, and to families and clubs he watched navigate the same pressures this guide addresses. He lives in Los Angeles with his dog Harvey, named for the Hall of Fame umpire Doug Harvey.

SOURCES & DISCLOSURES

ENDNOTES

1. *Dynamex Operations West, Inc. v. Superior Court*, 4 Cal. 5th 903 (2018), and Cal. Lab. Code § 2775 et seq. (the "ABC test"; a worker is a contractor only if the hiring entity proves all three: freedom from control, work outside the usual course of the business, and an independently established trade). Classification law varies by state; confirm current law.
2. *City of Santa Barbara v. Superior Court*, 41 Cal. 4th 747 (2007) (a release for future ordinary negligence may be enforceable in the sports context, but a release purporting to waive future gross negligence is generally unenforceable as against public policy). Confirm the applicable state's law.
3. *Knight v. Jewett*, 3 Cal. 4th 296 (1992) (the primary-assumption-of-risk doctrine; no duty to protect against risks inherent in a sport, but a duty not to increase them). Confirm the applicable state's law.
4. Cal. Bus. & Prof. Code § 16600 and *Edwards v. Arthur Andersen LLP*, 44 Cal. 4th 937 (2008) (employee non-competes and customer non-solicitation restraints are generally void unless a statutory exception applies; 2024 legislation, §§ 16600.1 and 16600.5, further restricts and penalizes such clauses). Confirm the law of the applicable state.
5. CIF Constitution & Bylaws and Transfer Eligibility rules, including Bylaw 207 and Bylaw 510, and comparable state high-school-federation rules. Confirm the current rules.
6. California Revised Uniform Limited Liability Company Act, Cal. Corp. Code § 17701.01 et seq., the Nonprofit Corporation Law, Cal. Corp. Code § 5000 et seq., and directors-and-officers liability principles. Confirm the applicable state's entity statutes.
7. California AB 506 (2021), Cal. Bus. & Prof. Code § 18975 et seq. (requiring youth service organizations to implement child-abuse-prevention policies, background checks, and mandated-reporter training), plus SafeSport for Olympic-movement sports. Confirm current obligations.

DISCLOSURES

This guide has been prepared by Leopoldus Law, APC for educational purposes only. It is current as of mid-2026 and provides general information as of its publication date; it is not legal advice for any particular club or situation, and it does not create an attorney-client relationship between the reader and Leopoldus Law, APC or any of its attorneys.

Employment classification, liability-waiver, non-compete, entity, insurance, and governing-body law vary significantly by state and change over time, and specifics stated here, several of which reflect California law in particular, may have changed or may not fit your club or state. Confirm the current law of the applicable state and have counsel review your club's specific situation before you act.

Scenarios in this guide are composites. Facts are drawn from multiple matters and altered so that no club is identifiable. No result described here predicts or guarantees the outcome of any other matter.

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