

A LEOPOLDUS LAW FIELD GUIDE

THE PARENT'S GUIDE

**PROTECTING YOUR
YOUNG ATHLETE,
THEIR MONEY, AND
THEIR FUTURE
WHEN
THE VALUE IS REAL**

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**THE YOUNG
ATHLETE
WALKED AWAY
CLEAN. THE
PARENT WAS
STILL BOUND.**

BRANDON LEOPOLDUS, ESQ.

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

IF YOUR YOUNG ATHLETE HAS REAL VALUE, YOU ARE NOW THE MOST IMPORTANT LEGAL FIGURE IN THEIR CAREER.

Name, image, and likeness money. Brand interest. Agents and advisors circling. Whether or not you feel qualified for the role, the law puts you, the parent, in a position of real power and real exposure. The decisions you make now, about contracts, money, advisors, and eligibility, will shape not only your young athlete's opportunities but their protection from the people who see a young athlete as a payday.

This guide is written for you, and it is honest about how much rides on you. It explains why your young athlete cannot be bound like an adult, and why that is both a shield and a trap. It explains how the money your young athlete earns can and should be protected, who consents to the use of your young athlete's name and likeness, how to spot the advisors and agents who prey on families like yours, the eligibility landmines that can end a career before it starts, and, hardest of all, how to keep your young athlete's interests first even when your own are entangled with theirs.

One idea should guide every decision. Your job is to protect your young athlete's interests, their money, their future, and their eligibility, above everyone else's, including, sometimes, your own. The people circling a talented young athlete are not all looking out for your young athlete. You have to be the one who is.

This is practitioner-level, because the stakes deserve it, but it is written to be used by a parent, not a lawyer. Read it with your family and your advisors. Mark it up.

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This guide is educational. It is general information, not legal, tax, or investment advice for your family's specific situation, and reading it does not create an attorney-client relationship with Leopoldus Law, APC. Minor-athlete and NIL rules vary by state and change; confirm before you act.

**NOT EVERYONE
CIRCLING
YOUR YOUNG
ATHLETE IS
LOOKING
OUT FOR THEM.**

**YOU HAVE TO BE
THE ONE WHO IS.**

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Followed by frequently asked questions, a glossary, ten costly myths, and how to reach us.

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CHAPTER ONE

WHY YOUR YOUNG ATHLETE IS NOT A SMALL ADULT

Disaffirmance, the parent-liability trap, and the court-approval path

A SHIELD THAT CAN BECOME A TRAP

WHY A MINOR CAN WALK AWAY, AND WHY THE PARENT WHO SIGNS CANNOT

A minor cannot be held to a contract the way an adult can. A minor may enter a contract, but generally keeps the power to disaffirm it, to walk away, either before turning eighteen or within a reasonable time after.¹ The law does this on purpose, to protect young people from their own inexperience and from "the designs of others." A company that signs your fifteen-year-old to a deal is dealing with someone who can, in many circumstances, later undo it. That is your young athlete's shield.

But the same rule creates a trap, and it lands on you. Because a minor's promise is shaky, the people who want to do business with your young athlete look for an adult to bind instead, and that adult is usually the parent. When you sign or guarantee your young athlete's contract, you may be creating an obligation that binds you personally even if your young athlete later walks away from theirs. The shield protects the young athlete. The adult who signed can be left holding the liability.

/ THE CASE EVERY PARENT SHOULD KNOW

A mother signed a management agreement for her son's career. The son, a minor, later disaffirmed the contract, as the law let him do. But the court held that the son's disaffirmance did not release the mother, who had signed and remained personally liable for what the contract owed, especially because the agreement said her obligation survived his disaffirmance.² Read that twice. The young athlete walked away clean. The parent was still bound.

The lesson is not that you should never sign anything for your young athlete. Sometimes you must. The lesson is that your signature is a serious act with its own consequences, separate from your young athlete's, and you should never sign or guarantee your young athlete's contract without understanding exactly what you are personally taking on and having your own counsel review it. Ways to protect yourself: limiting what you personally guarantee, insisting the deal go through court approval, negotiating terms that do not survive the young athlete's disaffirmance, or declining to guarantee at all.



DID YOU KNOW?

The people asking for your signature know about this trap. A parent who signs with open eyes, having had the document reviewed by their own lawyer, protects both the young athlete and themselves. A parent who signs on trust and speed protects neither.

THE COURT-APPROVAL PATH, AND WHY IT PROTECTS EVERYONE

A JUDGE BETWEEN YOUR YOUNG ATHLETE AND THE PEOPLE WHO WANT TO BIND THEM

In California and states with comparable laws, a court can approve a minor's contract for artistic or athletic services, and once approved, the contract can no longer be disaffirmed by the minor on the ground of being underage.³ This actually protects everyone, because the court will not approve a deal that is not fair to the minor. The court examines whether the terms are reasonable and in the young athlete's interest before making the deal enforceable, including the term, the percentages, and whether a share of earnings is set aside.

For a family, this matters in two directions. A significant deal offered to your young athlete should generally go through court approval, both to make it enforceable and to get a neutral judge's check that it is fair. And a company pushing hard to sign your young athlete without court approval, relying instead on your parental signature and guarantee, may be trying to bind you personally while skipping the very process designed to protect your young athlete.

/ THE DEALS THAT NEVER SEE A JUDGE

A modest endorsement, a local sponsorship, a bit of NIL money, may not seem to warrant a court proceeding, and often will not go through one. That is exactly why independent legal review of even the smaller deals matters: there is no judge providing the backstop, and the only protection is the family's own diligence. Do not let the absence of court approval on a smaller deal mean the absence of any review. The smaller deals, unreviewed and accumulating, can do as much damage over time as one bad big one.

**THE FAMILIES WHO
UNDERSTAND COURT
APPROVAL
TREAT IT AS A PROTECTION,
NOT A HURDLE.**

THREE WAYS A DEAL GETS SIGNED

WHO IS PROTECTED AND WHO IS EXPOSED, UNDER EACH PATH

HOW IT IS SIGNED	THE YOUNG ATHLETE	THE PARENT
MINOR SIGNS ALONE, NO APPROVAL	Can often disaffirm; protected	Usually not personally bound
PARENT SIGNS OR GUARANTEES, NO APPROVAL	Can often still disaffirm	May be personally bound even if young athlete walks
COURT-APPROVED CONTRACT	Bound, but terms checked for fairness	Bound as agreed, with a neutral check

Read the middle row twice, because it is the trap. The path that feels most natural to a parent, "I'll just sign for my young athlete," is the one that shifts the exposure onto the parent while leaving the young athlete's escape hatch open. The bottom row is usually the safest for a real deal. Knowing which row you are in, before you sign, is most of the protection this guide can give you.



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CHAPTER TWO

PROTECTING THE MONEY

The trust your young athlete is owed, and structuring earnings the right way

THE TRUST YOUR YOUNG ATHLETE IS OWED

IT IS LEGALLY YOUR YOUNG ATHLETE'S MONEY, PROTECTED EVEN FROM YOU

When your young athlete earns real money, a hard truth follows. It is legally your young athlete's money, not yours, and the law increasingly insists that a portion of it be protected for them, safe from being spent, mismanaged, or taken, even by family.

/ THE COOGAN PRINCIPLE

Decades ago a famous young athlete star earned a fortune that was gone by the time he grew up, spent by the adults around him, and the law responded by requiring that a share of a minor performer's earnings be set aside in a protected trust the young athlete would actually receive.⁴ Modern versions of this rule apply to minor athletes under court-approved contracts, requiring that a portion of the earnings be preserved in a trust account for the young athlete's benefit, beyond the reach of the very adults managing the career.

/ PROTECTION FROM EVERYONE, INCLUDING YOU

These protections exist because the people most likely to spend a young athlete's earnings are the people closest to the young athlete. That is not an accusation. It is a pattern the law learned the hard way. A good parent embraces this rather than resenting it, because it is a guardrail that protects the young athlete even from a parent's own hardest moments. The legal minimum set-aside is a floor, not a plan: proper trust or custodial structures, clear separation between the young athlete's earnings and the family's finances, real accounting, and coordination with tax and estate planning.



DID YOU KNOW?

The young athlete who earns young and is protected well can enter adulthood with real security. The one whose earnings were treated as family income too often enters adulthood with nothing to show for it. Which outcome happens is largely up to the parent.

STRUCTURING AND PROTECTING EARNINGS

SEPARATION, THE RIGHT VEHICLES, AND TAXES FROM THE START

Separation, first and always. The young athlete's earnings live in accounts and structures that are the young athlete's, not commingled with the family's money. Commingling is how a young athlete's earnings quietly become family spending, how records blur, and how disputes and even legal trouble start. Separate accounts, clear records, and a bright line between the young athlete's money and the household's protect the young athlete and, not incidentally, protect the parent from later questions about where the money went.

The right vehicles. Beyond the required trust, a young athlete's meaningful earnings may be best held and grown through custodial accounts, trusts, and, where the income is significant, entities, each with different rules about control, taxation, and when the young athlete gains access. The goal is money that is protected, positioned to grow, and structured so the young athlete receives it in a way that serves them, not all at once at eighteen with no guardrails.

Taxes from the start. A young athlete with income has real tax obligations, and getting them right from the first dollar avoids expensive problems later. Income earned by a young athlete is still taxed, the structures that hold it have tax consequences, and the interaction with the family's taxes needs to be handled correctly. Have a tax advisor involved early, not after a problem has developed.

/ THE HONEST COMPLICATION

Raising a talented young athlete costs money, travel, training, coaching, equipment, and it is tempting to reason that the income should simply cover the expenses. That reasoning has, in many sad cases, become the on-ramp to spending a young athlete's earnings on the family. Treat the young athlete's earnings as the young athlete's, fund the family's costs from the family's resources where you can, and let a lawyer and tax advisor structure any legitimate use of the young athlete's income for genuine, documented expenses.

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CHAPTER THREE

THE NAME AND LIKENESS ASSET

Who consents, who benefits, and guarding dignity as much as value

WHO OWNS AND CONTROLS THE ASSET

MANAGE IT AS A TRUSTEE, NOT AS THE OWNER OF YOUR YOUNG ATHLETE'S VALUE

Your young athlete's name, image, and likeness are valuable property, and because your young athlete is a minor, you are the one who consents to their use and manages the right on your young athlete's behalf. The commercial use of anyone's name, voice, or likeness generally requires consent, and for a minor that consent comes from the parent or guardian.⁵ That gives you the power to say yes or no to deals using your young athlete's identity, and with it the duty to exercise that power in the young athlete's interest.

Two disciplines follow. First, treat your young athlete's name and likeness as the valuable, protectable asset it is, worth guarding against unauthorized use and worth licensing carefully rather than cheaply. Second, exercise your consent power as a trustee of your young athlete's interest, not as the beneficiary of it. The parent who licenses a young athlete's likeness broadly and cheaply, or who treats the young athlete's image as a family asset to be monetized, can do lasting harm.

/ A YOUNG ATHLETE FIRST, NOT JUST A MARKET ASSET

There is a dimension here beyond the commercial one: your young athlete's privacy and dignity, not just their market value. Overexposing a young person, tying their identity to things they may later regret, or trading their privacy for attention or income can do harm that no fee makes up for. Manage the asset as the future adult would want it managed: protected, not overexposed; associated with things that will age well; licensed deliberately and never cheaply. A parent guarding a young athlete's image well is guarding two things at once, the commercial value the young athlete will inherit, and the childhood the young athlete is living now.

**CONSENT AS A TRUSTEE.
NEVER AS THE OWNER.**

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CHAPTER FOUR

THE PEOPLE CIRCLING YOUR YOUNG ATHLETE

Vetting advisors, spotting predatory contracts, and the eligibility landmine

SEEING THE PREDATORS CLEARLY

A FAMILY NEW TO THIS IS A SOFT TARGET. LEARN TO SEE IT COMING.

A talented young athlete attracts advisors, agents, trainers, "mentors," and companies, and while many are legitimate, the profile draws predators, because a family new to this, emotionally invested and financially inexperienced, is a soft target.

/ THE PREDATORY CONTRACT

Watch for agreements that take too much, for too long, on terms too favorable to the other side: a large percentage of your young athlete's earnings, a long term that follows your young athlete for years, broad grants of your young athlete's name and likeness, and, critically, a request for your parental signature or guarantee that would bind you personally while skipping court approval. The very structure of a predatory deal often exploits the minor-contract rules, binding the parent because the young athlete cannot be safely bound.

/ HOW TO ACTUALLY VET THE PEOPLE

Ask exactly how the person is paid, by whom, and how much. Ask for references from other families and actually call them. Confirm they are properly licensed or registered where the law requires it. Ask what happens if you want to end the relationship, and read the answer in the contract, not just in their assurances. Notice how they react to your doing all of this: a legitimate professional respects a careful family, while someone who bristles at scrutiny is showing you who they are.



DID YOU KNOW?

Be wary of anyone who pressures you to sign quickly, who discourages you from getting independent legal review, who wants broad or long-term control of your young athlete's career, or who benefits from the very deals they recommend. A legitimate advisor welcomes your independent counsel and gives you time.

THE ELIGIBILITY LANDMINE

A LOST SEASON CAN BE IMPOSSIBLE TO UNDO

Perhaps the most dangerous mistakes a parent can make are the ones that cost a young athlete their eligibility to play. High school athletes are governed by their state's athletic association, and the rules vary widely from state to state and are changing quickly. College athletes are governed by their school, their conference, and rules that have themselves been transformed recently and continue to move. A deal that is fine for a college athlete in one state may end a high schooler's eligibility in another.

Before your young athlete accepts anything of value, money, product, or benefits, from anyone connected to their sport, confirm how it affects their eligibility, under the current rules, with someone who knows them. The cost of getting eligibility wrong is measured in seasons and scholarships, not dollars, and it is often permanent.

/ AN OFFER IS NOT A CLEARANCE

There is a particular trap worth naming: the assumption that if something is offered, it must be allowed. It is not. The person offering your young athlete a deal is very often someone with no responsibility for and no knowledge of your young athlete's eligibility, whose interest is in closing the deal. The eligibility question is the family's to answer, before accepting, with independent and current advice. Transfers and recruiting decisions carry their own eligibility consequences too, separate from the money questions, and equally capable of costing a season.

**WHEN IN DOUBT, SLOW DOWN
AND CONFIRM.**

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CHAPTER FIVE

KEEPING YOUR YOUNG ATHLETE'S INTEREST FIRST

When your interests and your young athlete's diverge, and how to build the right team

THE HARDEST PART

PROTECTING YOUR YOUNG ATHLETE SOMETIMES MEANS PROTECTING THEM FROM YOU

This is the section parents most need and least want to read. In the case every parent should know, the court noted that the mother's interests were "in direct conflict" with her son's, because she was personally liable on the contract, which meant it was not in her financial interest for her son to disaffirm a deal that might have been bad for him.² When that kind of conflict exists, the law may require a guardian ad litem, a separate representative appointed to look out for the young athlete's interests alone.

The everyday versions are quieter but just as real: the deal that pays the family now but costs the young athlete later, the advisor who is a family friend, the temptation to treat the young athlete's earnings as household income, the pressure to accept an opportunity because the family needs it. None of these makes a parent a villain. The discipline is to notice when your interest and your young athlete's might diverge, and get independent advice for your young athlete from someone whose only job is the young athlete.

/ THE PROTECTION IS STRUCTURAL

Financial pressure is real, and so is the emotion of the situation. The protection is not to be a perfect parent immune to these pressures; no one is. The protection is structural: build in advance the guardrails, separate money, independent counsel, protected trusts, court approval, that keep a compromised judgment in a hard moment from doing lasting damage. A parent who builds them is not admitting weakness. They are doing the wisest possible thing.

BUILDING THE RIGHT TEAM

A TEAM THAT WORKS FOR YOUR YOUNG ATHLETE, NOT FOR THE DEALS

No parent should navigate this alone, and the right team, assembled and overseen by you, is the practical form of protection. The organizing principle is independence: the most dangerous arrangement is one where the same person or firm advises you, represents your young athlete, and benefits from the deals, because then no one in the room is purely on your young athlete's side.

1

AN INDEPENDENT LAWYER

Yours and your young athlete's, not the agent's or the company's, to review every contract, handle court approval, and protect against the parent-liability trap.

2

A FINANCIAL ADVISOR OR TRUSTEE

To protect and grow your young athlete's earnings in proper structures, separate from family finances.

3

A TAX ADVISOR

Because a young athlete with income has real tax obligations that must be handled correctly from the start.

4

AN AGENT OR ADVISOR

If and when one is warranted, chosen carefully, on fair terms, and overseen rather than blindly trusted.



DID YOU KNOW?

Build a team where the advisors are paid to protect your young athlete, insist on independent review of anything an interested party proposes, and keep yourself, the parent, as the coordinator who makes the team serve the young athlete.



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CHAPTER SIX

FAMILY, THE HANDOFF, AND WHAT COMES NEXT

Hard conversations, the age of majority, and the college transition

THE HARD CONVERSATIONS

A YOUNG ATHLETE'S VALUE LANDS ON A FAMILY, AND FAMILIES ARE COMPLICATED

/ WHEN PARENTS DISAGREE OR ARE SEPARATED

Questions of who controls the young athlete's deals, money, and consents can become contested, and the young athlete can be caught in the middle. It is far better to sort out, calmly and with counsel, who has authority over what, keeping the young athlete's interest, rather than either parent's, as the deciding standard. The young athlete's protection should never become a casualty of the parents' conflict.

/ SIBLINGS AND FAIRNESS

When one young athlete in a family has value and others do not, the money and attention can strain the family in ways worth anticipating. The earning young athlete's money is theirs, not a family resource to be redistributed, however much the impulse to treat it as shared may arise.

/ THE RELATIONSHIP YOU ARE PROTECTING

Underneath all of it is the relationship between you and your young athlete, which the money can either strain or, handled well, leave untouched. Many painful adult stories of young earners are as much about broken family trust as about lost money. Protecting your young athlete's money in clean, separate, well-documented structures protects the relationship too, because it removes the questions that later poison it.



DID YOU KNOW?

A custody or separation agreement may already speak to who controls a young athlete's deals and money. Where it does not, the gaps should be addressed deliberately, with counsel, rather than fought over in the middle of a deal.

THE HANDOFF: AS YOUR YOUNG ATHLETE BECOMES AN ADULT

YOUR LEGAL AUTHORITY IS TEMPORARY. PLAN FOR THE CLIFF BEFORE IT ARRIVES.

At the age of majority, your young athlete becomes an adult who controls their own contracts, money, and decisions. Your power to consent and contract on their behalf ends; they can now bind themselves. Money held for them may become theirs to control, depending on how it was structured, which is one reason the structures matter, because handing a large sum to an eighteen-year-old with no preparation or guardrails is its own risk.

The parents who handle this best prepare for it in advance. They structure the young athlete's money so that access comes with some maturity rather than all at once at eighteen, where that is appropriate. They involve the young athlete, age-appropriately, in understanding their own affairs before the handoff. And they help the young adult assemble their own team of advisors, ideally continuing relationships with trustworthy people already in place, so the transition is a continuation rather than a rupture.

**THE HANDOFF IS THE FINAL
ACT OF PROTECTION.
PLAN IT, DON'T JUST ARRIVE AT
IT.**

THE COLLEGE TRANSITION

THE RULES CHANGE AGAIN, AND THEY ARE MOVING QUICKLY

For many young athletes the next chapter is college, and the transition brings its own legal landscape, overlapping with the eligibility issues but broader. The rules governing what they may earn and how change again, permitting forms of earning that did not exist for earlier generations, while still imposing conditions that vary by school, conference, and level. A family that navigated high school well cannot assume the same rules apply, because they do not.

The practical guidance is continuity and current advice. The protective disciplines do not change: independent counsel, careful review, protected money, and the young athlete's interest first. But the specific rules do change at each level. As the young athlete becomes a young adult in college, the parent's role also shifts, from controlling the decisions to advising on them, and the earlier a family builds the habits that support the young athlete's own good judgment, the better that shift goes.

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CHAPTER SEVEN

SCENARIOS FROM THE FIELD

Composites, stripped of identifying detail, showing the principles in motion

SCENARIOS FROM THE FIELD

THE SIGNATURE THAT BOUND THE PARENT

A parent signed and guaranteed a management deal for a talented young athlete, trusting the advisor and moving fast. The relationship soured, and the young athlete, still a minor, walked away from the contract as the law allowed. The parent, though, had personally guaranteed it, and remained on the hook for what it owed, long after the young athlete was free of it. Independent counsel reviewing the deal beforehand would have flagged the guarantee and the trap.

THE EARNINGS THAT WERE SAVED

A parent of a young athlete with real NIL income, on a lawyer's advice, insisted on proper court approval of the significant deals and on protected trust structures for the money, keeping the young athlete's earnings entirely separate from the family's finances. Years later, the young athlete entered adulthood with real, protected wealth, and a relationship with the parent uncomplicated by questions about where the money went. The discipline was hard in the moment and priceless in the end.

Composite scenarios. Facts are drawn from real matters and altered to protect family confidentiality. No family is identifiable from these descriptions.

SCENARIOS FROM THE FIELD, CONTINUED

THE DEAL THAT WOULD HAVE ENDED ELIGIBILITY

A family was offered an exciting deal for their high-school athlete, and nearly took it, until counsel checked it against the current eligibility rules for their state and level and found it would have jeopardized the young athlete's ability to play, and their recruitment. They restructured what could be restructured, declined what could not, and preserved the eligibility that was worth far more than the deal. The advisor who brought the deal had not raised the eligibility issue at all, because it was not their problem.

THE ADVISOR WHO WAS ALSO THE UNCLE

A family let a relative, who was also an aspiring agent, manage a talented young athlete's early deals, because keeping it in the family felt safe. But the relative earned a percentage of the deals he recommended, had no real expertise in the eligibility and contract issues at stake, and was not someone the parents felt able to question. Independent counsel, brought in later, found deals signed on poor terms and an eligibility problem that had gone unnoticed. Trust and competence are different things, and a young athlete needs both.

Composite scenarios. Facts are drawn from real matters and altered to protect family confidentiality. No family is identifiable from these descriptions.

SCENARIOS FROM THE FIELD, CONCLUDED

THE HANDOFF THAT WENT SMOOTHLY

A parent who had protected a young athlete's earnings in well-structured trusts spent the years before the young athlete turned eighteen involving them, appropriately, in understanding their own affairs, and kept trustworthy advisors in place through the transition. When the young athlete became an adult, they stepped into control informed and supported, with money that was protected and a team they already knew. There was no cliff, no sudden fortune handed to an unprepared teenager, no rupture.

THE PARENTS WHO DISAGREED

A talented young athlete's separated parents each wanted to control the deals and the money, and their conflict began to drive decisions, with the young athlete caught between them. Counsel helped them establish clearly, in writing, who had authority over what, with the young athlete's interest, not either parent's, as the deciding standard, and bring in a neutral professional to manage the money so it was insulated from the dispute. Once the young athlete's protection was separated from the parents' conflict, both the deals and the money were handled soundly again.

Composite scenarios. Facts are drawn from real matters and altered to protect family confidentiality. No family is identifiable from these descriptions.

8

CHAPTER EIGHT

YOUR PROTECTION CHECKLIST

What to walk through before your young athlete accepts, signs, or commits to anything

A PARENT'S PROTECTION CHECKLIST

Before your young athlete accepts, signs, or commits to anything, walk this list.

- Have I had this reviewed by a lawyer who works for my young athlete and me, not for the other side?
- If I am being asked to sign or guarantee, do I understand exactly what I am personally taking on?
- For a significant deal, is it going through court approval, and if not, why not?
- Is a protected share of my young athlete's earnings being set aside in a trust for the young athlete's benefit?
- Am I treating my young athlete's money as my young athlete's, kept separate from family finances?
- Am I consenting to the use of my young athlete's name and likeness as a trustee of their interest, not as the beneficiary?
- Have I confirmed how this affects my young athlete's eligibility, at their current and future level, under the current rules?
- Does anyone advising me also benefit from this deal, and if so, have I gotten truly independent advice?
- Is anyone pressuring me to move fast or skip independent review, and am I treating that as the warning it is?
- If my interests and my young athlete's might diverge here, have I made sure someone is protecting the young athlete alone?

TEN QUESTIONS, ASKED BEFORE EVERY DEAL, PROTECT A CAREER.

WHAT TO DO NEXT

- 1** Get independent counsel, for you and your young athlete, before signing or committing to anything, and use them on every deal.

 - 2** Never sign or guarantee your young athlete's contract without understanding exactly what you are personally taking on.

 - 3** For significant deals, use the court-approval path, both to make them enforceable and to get a neutral check on fairness.

 - 4** Protect your young athlete's money: set aside the required share in trust, keep it separate from family finances, and structure it well.

 - 5** Manage your young athlete's name and likeness as a trustee of their interest, guarding and licensing it for them.

 - 6** Vet everyone circling your young athlete, watch the incentives, and reserve trust for advisors who welcome independent review.

 - 7** Confirm eligibility consequences, current and future, before your young athlete accepts anything of value, under the current rules.

 - 8** When your interests and your young athlete's might diverge, get independent protection for the young athlete, and be willing to choose the young athlete.

 - 9** Plan the handoff to adulthood in advance, structuring the money and preparing your young athlete so that turning eighteen is a continuation, not a cliff.

 - 10** Protect your young athlete's privacy and dignity, not just their market value, and manage their image with a long horizon.
-

The people circling a young athlete are not all looking out for your young athlete, and the law, powerful as its protections are, works best for the families who understand and use it. Be the one who protects your young athlete's interests above everyone else's, and never let flattery, pressure, or need rush you past the review that keeps your young athlete safe.

“

**IS THIS CHOICE
BEING MADE FOR
MY YOUNG
ATHLETE, OR FOR
SOMEONE ELSE?**

THE QUESTION THAT PROTECTS EVERY DECISION

Ask it honestly and often. It points you back to the only loyalty that should govern these decisions.

CONTRACTS, SIGNATURES, AND COURT APPROVAL

Q CAN MY YOUNG ATHLETE JUST GET OUT OF A BAD CONTRACT BECAUSE THEY ARE A MINOR?

A Often, yes. But do not rely on it as a plan, because the same rule leads companies to bind you, the parent, instead, and your signature may not be so easy to escape. The protection is the young athlete's; the exposure can be yours.

Q THE COMPANY WANTS ME TO SIGN FOR MY YOUNG ATHLETE. IS THAT NORMAL, AND IS IT SAFE?

A It is common. It is not automatically safe for you. Signing or guaranteeing your young athlete's contract can bind you personally even if your young athlete later walks away. Never do it without your own counsel reviewing exactly what you are taking on.

Q WHAT IS COURT APPROVAL, AND DOES MY YOUNG ATHLETE'S DEAL NEED IT?

A A process where a judge approves a minor's significant contract, which makes it binding on the young athlete and checks that it is fair to them. A company avoiding approval while pushing for your signature is a warning sign.

Q IS MY YOUNG ATHLETE'S MONEY MINE TO MANAGE AND USE?

A It is your young athlete's money to manage for them, not yours to use. The law increasingly requires a protected share to be set aside in trust for the young athlete. Keep it separate, protect it, and treat it as your young athlete's, because it is.

Q WHO DECIDES ABOUT USING MY YOUNG ATHLETE'S NAME AND LIKENESS?

A You consent on your young athlete's behalf, which gives you the power and the duty to manage that right for the young athlete's benefit. Guard it, license it carefully, and exercise your consent as a trustee of their interest, not as the owner of their value.

Q HOW DO I KNOW IF AN AGENT OR ADVISOR IS TRUSTWORTHY?

A Watch the incentives and the behavior. Be wary of anyone who pressures you to sign fast, discourages independent review, or benefits from the deals they recommend. A trustworthy advisor welcomes your independent counsel and gives you time.

FREQUENTLY ASKED QUESTIONS

ELIGIBILITY, FAMILY, AND THE HANDOFF

Q COULD ACCEPTING A DEAL HURT MY YOUNG ATHLETE'S ELIGIBILITY?

A Yes, and this is where irreversible mistakes happen. The rules vary by state and level and are changing fast. Before your young athlete accepts anything of value, confirm the eligibility consequences with someone who knows the current rules. When in doubt, slow down.

Q WHAT IF WHAT IS GOOD FOR MY YOUNG ATHLETE IS HARD FOR MY FAMILY?

A Your job is to protect your young athlete's interest, even when it is inconvenient for the family. When your interest and your young athlete's might diverge, get independent advice for the young athlete and be willing to choose the young athlete's interest.

Q WHAT HAPPENS TO MY AUTHORITY WHEN MY YOUNG ATHLETE TURNS EIGHTEEN?

A It ends. Your young athlete controls their own contracts, money, and decisions. Plan for this in advance: structure the money thoughtfully, involve your young athlete before the handoff, and keep good advisors in place so the transition is a continuation, not a cliff.

Q MY YOUNG ATHLETE'S OTHER PARENT AND I DISAGREE ABOUT A DEAL. WHAT NOW?

A Sort out, with counsel, who has authority over what, and keep the young athlete's interest, not either parent's, as the deciding standard. The young athlete's protection should never become a casualty of the parents' conflict.

Q DO THE RULES CHANGE WHEN MY YOUNG ATHLETE GOES TO COLLEGE?

A Significantly, and they have been changing fast. Do not assume the last stage's rules still apply. Keep current advice through the transition, and expect your role to shift from controlling decisions to advising on them.

Q IS A FAMILY MEMBER A SAFE CHOICE TO MANAGE MY YOUNG ATHLETE'S DEALS?

A Only if they are also genuinely qualified and their interests are aligned, and even then with independent review. Trust and competence are different things. Keeping it in the family can feel safe while leaving the young athlete unprotected.

A GLOSSARY

DISAFFIRMANCE. A minor's power to walk away from a contract; the reason companies try to bind the parent instead.

COURT APPROVAL. A judicial process that makes a minor's significant contract binding and checks its fairness.

COOGAN TRUST. A protected account holding a required share of a minor performer's or athlete's earnings for the young athlete's benefit.

ELIGIBILITY. A young athlete's ability to play at their level; can be lost by accepting the wrong benefits, sometimes permanently.

INDEPENDENT COUNSEL. A lawyer working for you and your young athlete, not for the agent or company on the other side.

COMMINGLING. Mixing a young athlete's earnings with family money; blurs whose money is whose and invites problems.

AGE OF MAJORITY. When your young athlete becomes a legal adult, gains control of their own affairs, and your authority ends.

NECESSITIES EXCEPTION. A narrow category a minor cannot disaffirm paying for; a management or endorsement deal is not one of them.

GUARANTEE. A parent's promise to be responsible for the young athlete's contract; the source of the parent-liability trap.

GUARDIAN AD LITEM. A representative appointed to protect a young athlete's interests alone, when a parent's conflict with the young athlete's.

RIGHT OF PUBLICITY. The right to control commercial use of a name and likeness; for a minor, consented to by the parent.

FIDUCIARY. Someone who must act for another's benefit; the standard a parent should hold themselves to.

CONFLICT OF INTEREST. A situation where a parent's or advisor's interests diverge from the young athlete's, requiring independent protection.

CUSTODIAL ACCOUNT. An account holding money for a minor, controlled by an adult custodian until a set age.

REPRESENTATION LAWS. Laws regulating who may act as an agent and how; relevant to vetting the people who want to represent your young athlete.

TEN MYTHS THAT COST FAMILIES

"My young athlete can always get out of a bad deal, so signing is low-risk." The young athlete can often disaffirm; the parent who signed may not. The risk shifts to you.

"Court approval just helps the company." It puts a judge between your young athlete and the deal, checking that it is fair. Skipping it can be the warning sign.

"I can license my young athlete's name however I see fit." You consent as a trustee of the young athlete's interest, not as the owner of their value.

"Any money is good money for a young athlete." A deal that ends eligibility can cost far more than it pays, sometimes permanently. Confirm before accepting.

"My interests and my young athlete's are the same." Sometimes they diverge, and the law says so. When they might, protect the young athlete first, with independent advice.

"At eighteen my young athlete will just figure it out." Handing an unprepared teenager a fortune and a set of decisions is its own risk. Plan the handoff and prepare them.

"Of course I sign for my young athlete; I am the parent." Your signature can bind you personally, separately from your young athlete. Understand it before you give it.

"My young athlete's earnings are family income." They are the young athlete's. The law requires protecting a share, because the adults closest are the ones most likely to spend it.

"The agent recommending this deal is looking out for us." An advisor who benefits from the deal is not disinterested. Get truly independent review.

"What worked for another family will work for us." The rules vary by state and level and change fast. Get current advice for your young athlete's situation.

"I have to decide now." Pressure to rush is the tool of the people you should worry about. A real opportunity survives a pause for review.

"Keeping it in the family is safest." A relative can be a conflict, not a safeguard. Trust and competence are different; a young athlete needs both.

Every myth shares a root: an understandable wish to trust, to move, and to treat the young athlete's value as the family's good fortune. The antidote is not suspicion of everyone; it is structure, independent counsel, protected money, current advice, and the young athlete's interest first.

A CLOSING WORD

HOW TO USE THIS GUIDE, AND HOW TO REACH US

This guide has been necessarily blunt about traps, predators, and hard conversations, and a parent reading it may feel more anxious than empowered. The situation is genuinely navigable, and thousands of families navigate it well. Everything this guide asks of you comes down to a few habits entirely within reach: get independent counsel, keep the money separate and protected, use the court-approval path for real deals, confirm eligibility before accepting, vet the people around your young athlete, and keep your young athlete's interest first.

None of that requires you to become a lawyer or a financial expert. It requires you to build a good team, insist on review, and refuse to be rushed. Read this guide alongside the others in the series, because your young athlete's situation touches all of them: entity and tax planning for a young earner's money, the endorsement-deal and eligibility guides, and, one day, the agent-agreement guide when your young athlete chooses their own representation.

/ WORKING WITH LEOPOLDUS LAW, APC

Leopoldus Law is a sports and entertainment firm. Sports clients only. No exceptions. We advise the families of young athletes on court approval, earnings protection, and name-and-likeness rights, and we work on flat rates wherever the matter allows, because you should know the cost before you say yes.

If you would like a firm to protect your young athlete, we offer consultations to map your family's situation, tailored document review, and ongoing counsel as your young athlete's career grows. You can reach us anytime. Nights, weekends, and holidays are fine.

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Brandon Leopoldus umpired professional baseball before he ever practiced law. Five leagues. Seven playoff series. Two All-Star games. One championship series. 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

4

GOVERNING BODIES

He advises the families of young athletes on the contracts, court-approval process, earnings protection, and name-and-likeness rights that keep a young athlete's value safe, guards parents against the liability traps built into minor-athlete deals, and keeps the young athlete's interests first. He has worked with more than 100 athletes across more than 25 sports, from high school NIL to collegiate and professional deal structures.

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. His commentary has run in Sports Illustrated, ESPN, Teen Vogue, and The Daily Journal.

It traces back to watching his sister become the first Elite-level gymnast in Colorado, and to families 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. Cal. Fam. Code §§ 6700, 6710 (a minor may make a contract in the same manner as an adult, but subject to the power of disaffirmance; a minor's contract may be disaffirmed before majority or within a reasonable time afterward). State law varies; confirm the rule of your state.
2. *Berg v. Traylor*, 148 Cal. App. 4th 809 (2007) (a minor may disaffirm a personal-services or management contract that was not court-approved; a parent who signs or guarantees the contract remains personally liable even after the minor disaffirms; a guardian ad litem may be required where the parent's interests conflict with the minor's).
3. Cal. Fam. Code §§ 6750-6751 (a court may approve a minor's contract to render artistic or athletic services; once approved, the minor may not later disaffirm it on the ground of minority). Comparable statutes exist in other states, including New York; confirm the rule of your state.
4. Cal. Fam. Code § 6752 (requiring that a portion of a minor artist's or athlete's earnings under an approved contract be set aside and preserved in a trust account for the minor's benefit, the modern successor to the original "Coogan Law"). Confirm the current statute and your state's equivalent.
5. Cal. Civ. Code § 3344 (statutory right of publicity; the commercial use of a person's name, voice, or likeness requires consent, which for a minor is given by a parent or guardian, and which is itself a valuable right to be managed for the minor's benefit).

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 about legal, tax, and business topics as of its publication date; it is not legal, tax, financial, or investment advice for any particular family or situation, and it does not create an attorney-client relationship between the reader and Leopoldus Law, APC or any of its attorneys.

The law governing minors' contracts, minor-athlete earnings, name-and-likeness rights, and athletic eligibility varies significantly by state and level and is changing quickly. Specifics stated here may have changed or may not fit your young athlete's situation or state. Confirm the current rules and work with counsel who represents you and your young athlete before you act.

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

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