**Exile Volleyball Club**

**Participation Agreement**

**2021-2022 Season**

# Section 1 Conditions of participation

We, the parents/guardians of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_have read the enclosed information concerning the

policies and practices of the Exile Volleyball Club

(here after called the “club or Exile VBC.”). We agree, that having been selected to a team, to let him/herjoin the Exile VBC for the 2021-22 season.

We understand that we are responsible for all fees and expenses due from our son/daughter as well as his/her transportation to/from practices and tournaments.

We have read the bylaws and understand the commitment involved in practice and competition. We have reviewed the fee schedule in section 2 of this agreement and understand that all fees and expenses must be paid in full regardless of the duration of the participation by the individual. This is due to the fact that membership in the club is limited and others were denied a position by your acceptance of a position in the club. We understand that an individual dismissed from the club is still liable for all fees and expenses.

Understanding the stipulations and having discussed these with our child, we agree to and will support his/her participation in the club. We understand that once registered with and having competed with the club, the player will be unable to transfer clubs and compete in the USVBA regional and Junior Olympic Volleyball Championships.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Parent/Guardian of Player)

As the player, I understand the commitment I am making to the club and I am willing to commit myself to the program and my teammates for the 2019-20 season.

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

 (Player)

# Section 2 Membership Fees

The undersigned player and Parent/Guardian, hereafter designated as member, agree to accept membership in the Exile VBC for the 2021-2022 season. Membership entitles the member to participate in Exile VBC 2021-2022 practices and local tournaments designated by the club. Equal opportunity to participate will be provided during practice, however, on court time at tournaments is not guaranteed, but is to be determined by the club staff.

The total annual membership fee has been listed on the www.exilevolleyball.com and is specific to the age division of your player. This fee includes both dues and expenses and is due in full upon becoming a member. The annual fee may be paid in full when joining the club or may be paid in installments. Installment dates and amount due can also be found on the website. **Failure to make payments as scheduled could result in your player's suspension of practice times and/or tournament play.**

The agreement, together with any attachment(s) will be governed by the laws of the state, supersede all prior oral or written representation or communications between the parties, constitutes the entire understanding of the parties regarding the subject matter of this agreement, and may only be modified or amended by a written supplement signed by both parties.

Check the plan you intend to use. Full payment \_\_\_\_\_ Installment payments \_\_\_\_\_

Read, acknowledged and agree to this date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Parent/Guardian of Player)

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Zip: \_\_\_\_\_\_\_\_\_\_

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

 (Player)

In the event of default, this obligation is referred to an attorney, and/or a collection agency, the member agrees to pay, over and above their liabilities, reasonable club attorney fees, court costs and the cost of collection.

# Section 3

By use of the facilities provided by the Exile VBC, the member expressly agrees that the club shall not be liable for any damages arising from personal injuries sustained by the member or their guest(s) in, on or about the premises of the said facilities and further agrees the club shall not be liable for any loss or theft of personal property. Members assume full responsibility for any injuries, damages or losses which may occur to the member or guest, in or about the premises of said facilities and does hereby fully and forever release and discharge the club, owners, employees, and agent from any and all claims, demands, damages, right of action, or causes of action, present or future, whether the same be known or unknown, anticipated, or unanticipated, resulting from or arising out of the member’s or guest’s use or intended use of the said facilities or the facilities and equipment thereof provided, however, that nothing contained shall release or discharge the club from its negligence or the negligence of employees, or officers.

Members warrants, represents and agrees that the member is in good physical condition and that he/she has no disability, impairment or ailment that prevents him/her from engaging in active or passive exercise that will be detrimental in inimical to his/her health, safety, comfort or physical condition if he/she does so engage or participate. It is recommended that everyone consult their own physician before beginning any exercise program. Members shall not be relieved of their obligations to make any payment herein agreed to and no deduction or allowance from said payments shall be made, by reason of the absence or withdrawal of the member from membership or by reason of the member’s failure to attend or use the facility.

The undersigned has received, read, understands, and agrees to abide by and cause family members and guests to abide by the rules and regulations of the club as they now exist and as they may from time to time be amended or supplemented.

This agreement is not assignable for transferable by the member without the specific agreement and approval of the club. That due to the fact that damages under this agreement are difficult to ascertain, the parties mutually agree that in the event of a default the club is entitled to receive the entire contract balance due as liquidated damages plus all delinquency fees as prefaced herein. This agreement, together with any attachment(s), will be governed by the laws of Pennsylvania, supersedes all prior oral or written representations or communications between the parties constitutes the entire understanding of the parties regarding the subject matter of this agreement, and may only be modified or amended by a written supplement signed by both parties.

Read, acknowledge and agreed to this date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Parent/Guardian of Player)

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Player)

Sign all copies of this agreement, return one copy to **Exile VBC**