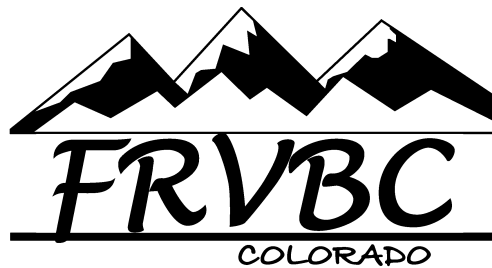


Player's First & Last name _____ Team _____ DOB _____

Mom's first/last name _____ Mom cell _____

Dad first/last name _____ Dad cell _____

Email: Mom _____ Dad _____ Player _____



FRONT RANGE VOLLEYBALL CLUB, INC. 2020 – 2021 Girl's 172,162,152, & 142 Teams PARTICIPANT AGREEMENT

NOTE: This document, including the Payment Terms Addendum, is 5 pages long. PLEASE READ CAREFULLY

1. PARTICIPATION

- 1.1. Non-discrimination. Front Range Volleyball Club (Club) accepts participation applications from individual athletes without regard to race, creed, or national origin. Gender is pre-determined for each team according to rules from the sport competition governing body.
- 1.2. Club Acceptance. The Club agrees to accept the named player as a member of a Club team (Participant) effective as of the date this Agreement is executed by both parties.
- 1.3. Assignment to Team. The Club reserves the exclusive right to assign a Participant to a team, to change a Participant from one team to another, to assign a coach to a team, and to change a coach from one team to another.
 - (A) The Club may change participation requirements from time to time.

2. FEES AND OTHER CHARGES

- 2.1. Responsible Party.
 - (A) Each Agreement may have 1 or more named Participants. The parent or guardian who signs this Participation Agreement (Responsible Party) is liable for any and all fees, dues, and charges for goods and services incurred by the Participant(s).
 - (1) Each Agreement has only 1 Responsible Party who is solely responsible for all liabilities incurred by the Participant(s) (Account).
 - (2) The Club is not responsible for obtaining payments due on an Account from any person other than the Responsible Party.
 - (3) Liabilities for all fees incurred by Participant(s) having a same parent or guardian, regardless of which parent or guardian signs an Agreement as the Responsible Party, is treated as one Account for the purposes of the RMR-USAV Membership Hold policy.
- 2.2. Fees. The Club determines the amount and payment terms for fees and amounts of credit for fund raising for the Account.
 - (A) The obligation to pay stated fees is not dependent on the availability of all of the Club's facilities or assignment to a specific team.
 - (B) Failure by the Club to conduct a specific number of practice sessions or to compete in a specific number of tournaments, for any reason whatsoever, does not reduce or suspend the Responsible Party's obligation to pay stated fees.
- 2.3. Payment Plans, Late Fees or Returned Item Fees.
 - (A) The Responsible Party receives a monthly statement of amounts payable or outstanding for dues, fees, and services incurred on the Account.
 - (1) Accounts may be paid online with Visa or MasterCard. Checks, money orders or certified funds may be mailed to the Club's office at:
FRVBC, 8480 Upland Drive, Suite 100, Englewood, CO 80112.

- (2) **WE DO NOT ACCEPT CASH PAYMENTS**
- (B) **All participation fees (Dues) are payable according to the schedule set out in the Addendum which is included and incorporated into this Agreement.** Payment for Travel expenses are payable upon invoice.
- (1) The Club may assess a **\$35.00 Late Fee** to the Account if the Responsible Party fails to pay amounts due within 5 days of the stated due date for Dues or Travel Fees; the Club will require a cashier's check or money order that includes the Late Fee for the declined payment and for all future payments
- (2) If a check or credit card draft used to pay any fee is returned to the Club or refused for payment for any reason whatsoever, the Club may assess a **\$35.00 Service Fee** to the Account and require a cashier's check or money order for the declined payment and all further payments; the Club will require a cashier's check or money order that includes the Service Fee for the declined payment and for all future payments
- (3) The Club may assess a **\$35.00 Processing Fee** to any Account if a check or credit card draft submitted to the Club is returned or refused for payment; the Club will require a cashier's check or money order that includes the Processing Fee for the declined payment and for all future payments.
- 2.4. Delinquent Accounts.
- (A) Responsible Parties failing to pay amounts due on an Account by the required payment date may be classified as delinquent and may become immediately liable for the Account balance plus all costs of collecting the fees, including reasonable attorney fees.
- (B) A Participant whose Account is 30 days or more in arrears is subject to involuntary termination by the Club without further notice.
- 2.5. Fundraising credit. **All amounts raised through fundraising activities conducted in the name of Front Range Volleyball Club, Inc. are the exclusive property of the Club; they are not refundable, redeemable for cash or transferable to any other account.**
- 2.6. Club Service at Crossroads. **As partial payment for the benefits received from this Agreement, all Responsible Parties and all Participants agree to help with Crossroads during set up and tear down according to the terms and for the hours set by the Club (Club Service). 2021 Crossroads dates for parent/player set up are February 24 and February 25, 2021 and tear down is March 16, 2021.**
3. TERMINATION OF PARTICIPATION
- 3.1. Involuntary Termination.
- (A) The Club reserves the right to terminate this Agreement at any time that the Club, in its sole discretion, determines the Participant or the Responsible Party has failed to comply with the rules and regulations of the Club, or for conduct the Club determines to be contrary to the fundamental purposes of the Club or inimical to the best interests of the Club.
- (B) **INVOLUNTARY TERMINATION of this Agreement by the Club does NOT reduce or suspend the obligation of the Responsible Party to pay all fees and other indebtedness incurred under this Agreement, including the obligation to complete Club Service sessions.**
- (C) A Participant whose Account is 30 days in arrears is subject to involuntary termination by the Club without further notice.
- 3.2. Voluntary Termination By the Participant or the Responsible Party.
- (A) **VOLUNTARY TERMINATION of this Agreement by a Participant or the Responsible Party does NOT reduce or suspend the obligation of the Responsible Party to pay all fees and other indebtedness incurred under this Agreement, including the obligation to complete Club Service hours.**
4. CANCELLATION AND REFUND POLICY.
- 4.1. The Responsible Party may cancel this Agreement only if:
- (A) The Club goes out of business;
- (B) The Participant becomes disabled or so severely injured while playing or practicing volleyball during a Club activity that the Participant cannot practice or compete for more than 3 months (Disability);
- (1) The Participant must provide proof of a Disability by furnishing the Club with a written statement from a medical doctor certifying the Disability.
- (a) The Participant will be readmitted to participate in the Club only with a written release from a medical doctor certifying his or her fitness to participate in Club activities.
- (C) In the event of the Participant's death.
- 4.2. Cancellation Notice. To cancel an Agreement, the Responsible Party must send a written Cancellation Notice to the Club at the address noted, USPS First Class postage prepaid with return receipt requested.
- 4.3. Refund. If the Club receives a valid Cancellation Notice, the Club will return any unused portion of prepaid fees to the Responsible Party within 10 days. The Club may retain that portion of the fees or collect that portion of the indebtedness incurred by the Participant that is equal to the proportionate value of the services, use of facilities, equipment, registration, and travel fees the Participant has incurred as a Participant in the Club.
5. RULES AND REGULATIONS
- 5.1. Non-Inclusive.

Participant _____
Name Printed

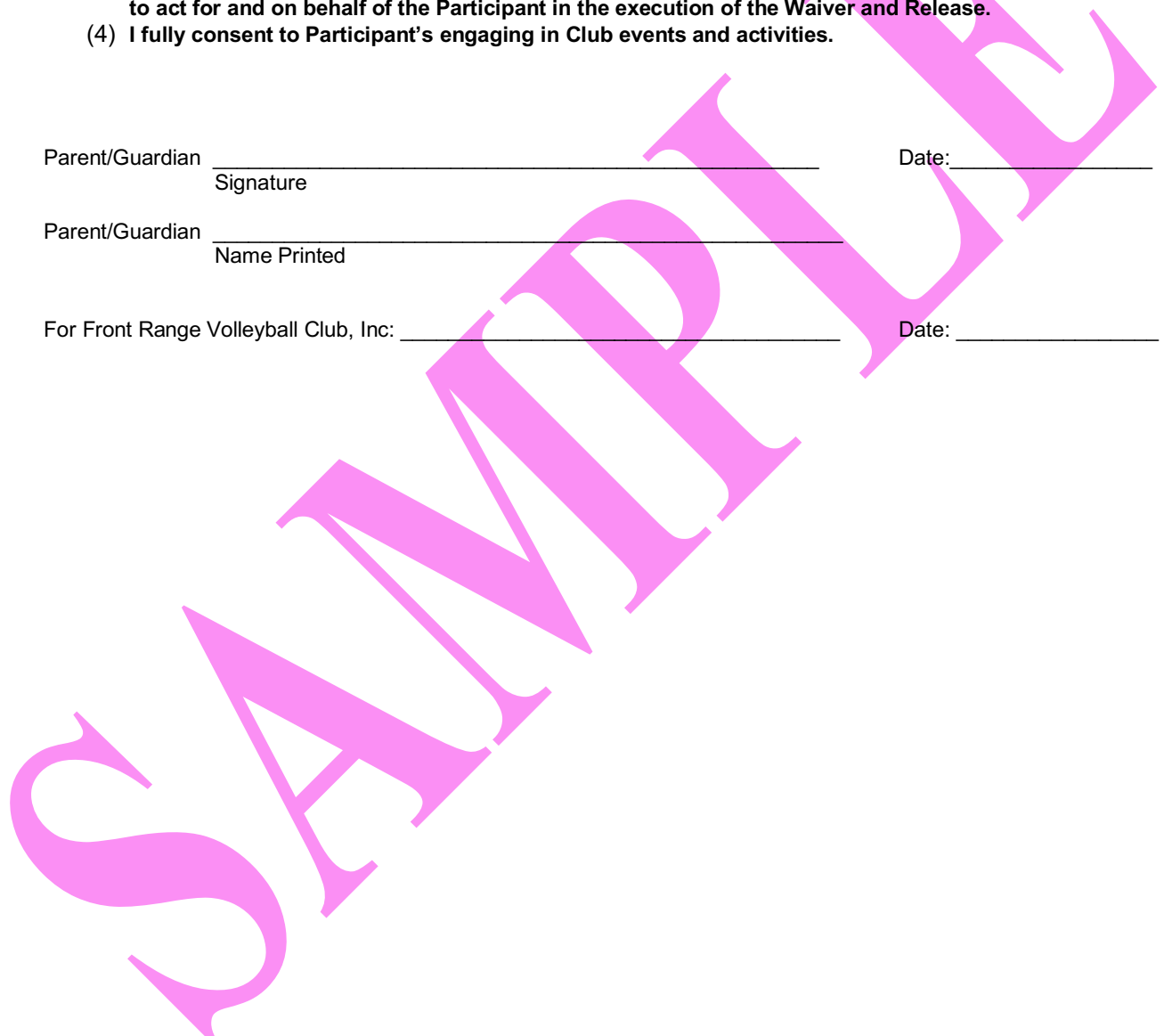
If Participant is under 18 years of age, a parent, natural guardian or legal guardian also must execute this Agreement, in addition to this Waiver and Release, for and on behalf of the minor.

- (C) As the parent, natural guardian, legal guardian of Participant (name) _____, I execute the foregoing Waiver and Release for and on behalf of the minor Participant named herein.
- (1) I hereby bind myself, the Participant and all other assigns to the terms of the Waiver and Release.
 - (2) I represent that I have legal capacity and authority to act for and on behalf of the Participant named herein.
 - (3) I agree to indemnify and hold harmless the persons or entities named in the Waiver and Release for any claims or liabilities assessed against them as a result of any insufficiency or my legal capacity or authority to act for and on behalf of the Participant in the execution of the Waiver and Release.
 - (4) I fully consent to Participant's engaging in Club events and activities.

Parent/Guardian _____ Date: _____
Signature

Parent/Guardian _____
Name Printed

For Front Range Volleyball Club, Inc: _____ Date: _____





Participant Payment Addendum

2020 - 2021 Girl's 172,162,152,142 Teams

Participant DUES include the following: 1) facilities fees; 2) coaching fees; 3) uniforms; 4) junior official's certification, where applicable; 5) RMR tournament entry fees; and 6) administrative expenses. All **TRAVEL EXPENSES, RMR and AAU individual registrations** are **ADDITIONAL**. Travel fees (TBD) are due and payable in full upon invoice. All Responsible Parties and Participants agree to help with Crossroads set up and tear down as Club Service. All Responsible Parties agree that Participants will attend all competition dates.

CONTRACT SUBMISSION DATE - not later than three days after receiving contract or prior to the first practice, whichever comes first. Scan and email to Julie.karst@frvbc.com, or deliver or mail to Front Range Office (8480 Upland Drive, Suite 100, Englewood, CO 80112). If scanned, you agree that your scanned signature is valid and legally binding.

TEAM: Girl's 172, 162, 152, 142 Teams (Check Option Selected)

All dues, expenses and fees must be paid in full not later than May 15, 2021.

- OPTION ONE - \$500 initial deposit at contract submission and dues balance payment of \$3150 payable by Oct. 15, 2020.
- OPTION TWO - **3 Month Payment Plan** (includes a one-time \$25 accounting charge): \$500 initial deposit at contract submission and dues payments of \$1060 each on Oct. 15, Nov. 15 and Dec. 15, 2020.
- OPTION THREE – **6 Month Payment Plan** (includes a one-time \$50 accounting charge): \$500 initial deposit at contract submission and dues payments of \$575 each on Oct. 15, Nov. 15 and Dec. 15, 2020, Jan. 15, Feb. 15 and \$325 on Mar. 15, 2021.

Player Name _____ Date of Birth _____
Please Print

Parent/Responsible Party Name _____
Please Print

Relationship to Participant _____ Contact Phone # _____