

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

Mom's first/last name _____ Mom cell _____

Dad first/last name _____ Dad cell _____

Email Mom: _____ Email Dad _____

Email Player _____



**FRONT RANGE VOLLEYBALL CLUB, INC.
2020 – 2021 Girl's 171, 161, 151, 141 Teams
PARTICIPANT AGREEMENT**

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.**

- (A) The rules and regulations included in this Agreement and in the Parent-Player Handbook may not be all inclusive.
- (B) The Club may make amendments to its rules and regulations from time to time.
- (C) On all questions regarding the interpretation of and application of Club rules and regulations, the decision of the Executive Director and the Head Coach is final.

6. **RMR CONTRACT POLICY**

- 6.1. A club may offer contracts for the 2020-21 club season to their own affiliated players beginning June 15, 2020; A club may offer contracts to players not affiliated with their club beginning July 12, 2020.

7. **PROPERTY RISK**

- 7.1. The Club is not responsible for or liable to a Participant for articles of personal property damaged, lost or stolen in or about the Club facilities or during any Club activities or events.
- 7.2. The Club is not responsible for or liable to a Participant for loss of or damages to any Participant's property including but not limited to automobiles and the contents thereof.

7.3. **WAIVER OF CONTRACT REVOCATION RIGHTS**

- (A) Notwithstanding any language to the contrary in this Agreement, the Responsible Party and the Participant, for valuable consideration, the sufficiency of which is hereby acknowledged, waive and forego any right they may have to revoke this Agreement after the Agreement is executed by both parties except for those provisions in section 4 above.

8. **COMPLETE AGREEMENT**

This Agreement embodies the entire Agreement and understanding between the parties. Each party stipulates that neither of them has made any representations with respect to the subject matter of this Agreement except such representations as are specifically set forth in this Agreement.

9. **RESPONSIBLE PARTY ACKNOWLEDGMENTS**

9.1. **As the Responsible Party signing this Agreement, I hereby acknowledge:**

- (A) I received a copy of the Front Range Participation Agreement and Payment Terms Addendum(s).
 - (B) I had 72 hours after receiving these documents to consider them and seek legal advice prior to signing this Agreement.
 - (C) I understand this offer may expire 72 hours after it is made by the Club.
- 9.2. I agree my Account will include all fees and charges incurred by any sibling Participants for whom I am the Responsible Party.
- 9.3. **By signing below as the Responsible Party for this Account, I understand:**
- (A) That I am signing an enforceable contract; and,
 - (B) That I am the person responsible for making all payments on the Account.
- 9.4. I read and understand the provisions of this Agreement concerning voluntary and involuntary termination.
- 9.5. I understand that this Agreement constitutes the entire agreement between the parties and that there are no other conditions or provisions, either oral or written.

Responsible Party _____ Date _____
Signature

Responsible Party _____ Relationship to Participant(s) _____

10. **WAIVERS AND RELEASES**

10.1. **ASSUMPTION OF PERSONAL RISK**

- (A) I acknowledge that volleyball or any sporting event is an extreme test of a person's physical and mental limits and that my participation in a volleyball event potentially can cause death, serious injury, or property damage. **With a full understanding of the potential risks, I HEREBY ASSUME THE RISKS OF PARTICIPATING IN A CLUB EVENT OR ACTIVITY, including but not limited to practices and competitions.**
- (B) I hereby take the following action for myself, my executors, administrators, heirs, next of kin, successors and assigns:
 - (1) **I WAIVE, RELEASE, AND DISCHARGE** from any and all claims or liabilities for death or personal injury or damages of any kind, **EXCEPT THAT WHICH IS THE RESULT OF GROSS NEGLIGENCE AND/OR WANTON**

MISCONDUCT OF PERSONS OR ENTITIES LISTED BELOW, which arise out of or relate to my traveling to and from or my participation in any volleyball event, **THE FOLLOWING PERSONS OR ENTITIES:**

- (2) **Front Range Volleyball Club Inc.**, its the officers, directors, employees, representatives, and agents of any of the above;
- (3) **I AGREE NOT TO SUE** any of the persons or entities listed above for any of the claims or liabilities that I have waived, released or discharged herein; and,
- (4) **I INDEMNIFY AND HOLD HARMLESS** the persons or entities mentioned above from any claims made or liabilities assessed against them as a result of my actions.

Participant _____
Signature

Date: _____

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 ace for and on behalf of the Participant in the execution of the Waiver and Release.**
- (4) **I full consent to Participant's engaging in Club events and activities.**

Parent/Guardian _____
Signature

Date: _____

Parent/Guardian _____
Name Printed

For Front Range Volleyball Club, Inc: _____

Date: _____



Participant Payment Addendum

2020 - 2021 Girl's 171, 161, 151, 141 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, and RMR and AAU individual registrations** are **ADDITIONAL**. Travel fees (TBD) are due and payable upon invoice. All Responsible Parties for team participants agree to help with Crossroads set up and tear down for the required number of hours as Club Service. All Participants and Responsible Parties agree Participants will attend year end tournaments set out in the Travel Schedule.

CONTRACT SUBMISSION DATE - not later than three days after receiving contract or prior to the first practice, whichever comes first. FAX (303-220-1791), 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 Faxed or scanned, you agree that your faxed or scanned signature is valid and legally binding.

TEAM: Girl's 171, 161, 151, 141 Teams (Check Option Selected)

All des, 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 \$3350 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 \$1125 each on Oct. 15, Nov. 15, 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 \$570 each on Oct. 15, Nov. 15 and Dec. 15, 2020 Jan. 15, Feb. 15 and \$550 on Mar. 15, 2021.

Player Name _____ Date of Birth _____
Please Print

Parent/Responsible Party Name _____
Please Print

Relationship to Participant _____ Contact Phone # _____