



Club 1 VBC, L.L.C. (Club 1) is organized to encourage participation in and create a healthy environment for learning volleyball. This binding Contract states the obligations of the athletes, parents and/or guardians and our duty to you as participants.

Practices. Practices are mandatory. All athletes must attend practice unless they are ill or have a scheduled conflict. The athlete must contact the coach if unable to attend practice. More than three (3) unexcused absences may result in suspension and/or termination from the program. Practice is intended to improve skills and team play. We observe rules consistent with USA Volleyball (USAV) protocol including:

1. Prohibition on Jewelry;
2. Removal of Make-up and nail polish for and during practice and competition; and
3. Volleyball shoes will be worn inside the gym, and NEVER outside.

Exceptions. All athletes, ages 10-18, are allowed to miss 3 personal days (illness or school related) per year. These days may be taken Monday through Thursday, but not on Friday, Saturday or Sunday. To schedule a personal day, you MUST inform your coach a MINIMUM of 3 hours in advance of the practice. If this number is extended past 3, there is a possibility the athlete will not be able to participate in the next tournament. The only exception to this rule is for multiple sport athletes.

Closed Practices. All practices are closed to the public except the first practice of each month will be open to parents to observe. Parents are welcome to sit quietly away from the courts, but cannot be viewable to the athletes.

National Events. All athletes are required to make all National events (Qualifiers, USAV, ASICS or AAU National Championships), if applicable to your program as noted in your tournament schedule. We ask that you do not take family vacations during times which will cause your athlete to miss practices or competition in preparation of these important events. Teams will recognize breaks away from competition dates that will be posted on the website under practice schedules. If you receive an automatic birth to the AAU National Championships or qualify for the USAV National Championships at any qualifier you are required to attend. Please be aware that if your team qualifies for a National Event, all members of the team are expected to attend and additional fees will be incurred. The end of your season may be extended as a result as well.

Attire. When we travel by air please wear appropriate attire. Team warm-ups are acceptable. Otherwise, bring your uniform with you on the plane in your carry on. When line-judging or at a practice/ playing site players should wear Club 1 VBC warm-ups, sweats or tee-shirts. No athlete is permitted to wear High School or College wear/gear. Players MUST wear Club 1 apparel (practice shirts, spandex, knee pads and shoes) during all practices.

Lodging. All youth/high school teams will stay with their parents (or another responsible adult). Notice will be provided after team selections and final schedules are announced. All athletes are required to pay for their respective team travel fees including the cost of registrations, travel for staff and stipends.

Notice: a. Parents will be responsible in getting their child to and from the playing facility.

b. Tournaments run from early morning until late afternoons. Players should remember to pack a healthy lunch, and are responsible for eating appropriately for an active day. All athletes must abide by the Club 1 Food Guidelines (eating healthy and respecting each tournaments food policies). No outside food is permitted unless otherwise specified.

c. All athletes must complete officiating duties prior to leaving an event.

d. Parent contact will be limited at tournaments and qualifiers. Parents are prohibited from talking to coaches, officials, line judges and/or scorekeepers at tournaments.

Failure to follow these policies will result in the athlete not being allowed to compete, dismissal from the program or event completely, and/or disciplinary action if the coach/administration deems it appropriate.



This contract is entered into by Club 1 VBC (Club 1) and _____ (hereinafter parent/guardian). The Parties to this contract have freely entered into this contract and are bound by its terms. The terms articulated are fully enforceable in a court of law. The Parties acknowledge by their signature that the terms of this contract have been explained; that they have had ample opportunity to ask questions; and comprehend the binding nature of this contract.

1.0 Financial Obligations. The parent/guardian agrees to pay all dues, fees, and fines, in full and on-time, regardless of duration of the Athlete's participation. **There are no refunds.** The cost for out-of-state travel and tournaments is pro-rated and paid by each member of the team regardless of the athlete's participation in the event. If a traveling event is changed, the fees will reflect such change.

Tuition Fees Are As Follows:

14's/15's/16's/17's/18's Boys- \$1,295.00

12's Girls- \$1,295.00

13's Girls- \$1,495.00

14's Girls- \$1,495.00

15's Girls- \$1,795.00

16's/17's/18's Girls- \$1,895.00

Travel Fees Are As Follows:

14's Boys- NONE

15's/16's/17's/18's Boys- \$175.00

12's Girls- NONE

13's/14's Girls- \$200.00

15's/16's/17's/18's Girls- \$550.00

There are no travel refunds of any kind. Payment is required whether the athlete attends the event or not.

Parents are required to provide transportation (airfare or ground) to all travel events. Parents are also required to secure lodging and provide all food and spending money while on the trip. These additional fees are not included in your travel cost.

All installment payments will be charged by Club 1 with the credit on file on the first of the month by Bridget Haack, Business Manager. If your credit card is declined or a check payment is returned a \$29.00 fee may apply. Any account that is 7 days past due without direct communication with Bridget Haack will result in a player not being able to participate in practice or tournament play until the account is current. A reminder email will be sent out 5 days prior to payment due date reminding you that the credit card will be charged.

2.0 Concessions. Club 1 will be offering various tournaments throughout the year at Flight VBC. In order to run these tournaments smoothly we may need assistance to properly run the concession stand. Should opportunities arise for our families/athletes to work and offset fees, a schedule will be posted for sign up.

3.0 Membership, Expectations and Obligations for Club Participation.

- a. All paperwork including the parent/player contract, USAV registration, USAV medical form, AAU registration, JVA forms (2) must be handed in before the first practice. If the forms are not handed in a player will not be able to participate. There are no exceptions.
- b. The parent/guardian will provide transportation to and from practices and events, unless provided by Club 1.
- c. The parent/guardian/athlete will adhere to the Club 1 Program Policies and Guidelines set forth in the handbook and will instruct family and guests to abide by the same rules and regulations. The parent/guardian is prohibited from talking to coaches and court officials at tournaments. Interaction between parent/guardian and athlete during tournament play will be limited. The athlete understands that they are prohibited from engaging in adverse and disruptive behavior during tournaments.

- d. The parent/guardian/athlete understands that playing time varies. Club 1 will not discuss why or how teams are selected. Club ball provides the athlete with the *opportunity* to participate, but it does not *guarantee* play in tournaments. Play time on elite teams is not guaranteed.
- e. The Athlete is required to attend any and all local competitions unless written notice is provided to the Coach and Director TWO (2) WEEKS in advance of the first day of the event. If notice is not provided, there is a possibility that the athlete will not be able to participate in the next scheduled tournament.
- f. All National events are **mandatory**. This includes AAU Nationals, USAV Nationals, JVA World Championships, and USAV National Qualifiers, as well as any out of town tournaments. There will be NO travel refunds for any reason and payment is required whether the athlete attends or not.
- g. The illegal transportation, possession, sale or use of alcoholic beverages and/or illegal drugs or substances banned by the USAV will result in dismissal and an ineligible declaration from USAV pursuant to the USAV Code of Conduct.
- h. The athletes must wear Club 1 practice apparel (not game jerseys) to practice. Failure to comply may result in dismissal from practice or discipline.
- i. The parent/guardian/athlete understands that multi-sport athletes are excused from practices and regional events for high school athletic events only if there is a direct scheduling conflict. Athletes must provide coaches their athletic event schedules, including practice schedules. Otherwise, athletes are required to be in attendance.
- j. The parent/guardian/athlete understands that players will adhere to Club 1 “Personal Days” rule, as outlined in the Program Policies and Guidelines. Non-athletic extra curricular activities are NOT acceptable absences.
- k. The parent/guardian/athlete understands that if an athlete is having problems with another player, staff, or team, the athlete MUST speak with their coach immediately and directly about a grievance before the coach or Director will address the issue with the parent. Club 1 has a complaint policy which can be found in our handbook.
- l. The parent/guardian/athlete understands that abusive or vulgar language will not be tolerated, and may result in the termination of participation in the Club 1 program without refund.
- m. Athletes caught stealing will be fined \$250 and may be dismissed from the organization.
- n. Upon review of the above, the parent/guardian and the athlete agree to abide by Club 1’s rules. Parent/guardian and the athlete understand that once registered with Club 1, the athlete is unable to transfer to another club and is committed to Club 1 until the end of the season.
- o. All Club 1 parent/guardian/athletes are automatically members of Friends of Powerhouse Sports, a non-profit booster club (“Friends”) and are subject to those fundraising requirements of Friends. A mandatory raffle where an athlete must sell (10) raffle tickets for a total of \$100.00 will be required. Any tickets sold over 10 will be a 100% profit to the families. A parent/guardian/athlete can opt out of Friends by providing written notice of the same within five (5) business days of the date of execution of this contract and a Seventy Five Dollar (\$75.00) opt out fee. Failure to pay the fee at the time of notice shall nullify any opting out. Failure to opt out within said time obligates the parent/guardian/athlete to be a member of Friends for the term of this contract. If at the conclusion of the raffle the mandatory \$100.00 has not been paid you will default to the opt out price of \$75.00. This \$75.00 will be added to your account and your credit card on file will be charged immediately. If your account is paid in full, it is your responsibility to submit the \$75.00 via check or you can provide Bridget Haack with a credit card number to pay the balance. Should this balance not be rectified immediately, your son/daughter’s practice and tournament eligibility may be affected.
- p. Any account with a balance at the conclusion of the season will be sent to collections and reported to the Great Lakes Region. These balances include tuition, travel and raffle.

4.0 Parent Expectations

- a. To be respectful of the club, coaches and players.
- b. Demonstrate good sportsmanship at tournaments and practices to not only Club 1 players and families but other teams, coaches and officials.
- c. Support the development of each player and team.
- d. Follow proper chain of command for communication with coach (kid-coach), (kid-parent-coach), (kid-parent-coach-director).
- e. Failure to follow these expectations can be grounds for an athlete’s removal from the program with NO REFUND.

5.0 Advertising and Program Marketing. The parent/guardian is informed that Club 1, during the season, may photograph the athlete. By signing, the parent/guardian is consenting and authorizing Club 1 to use images of their athlete for the purpose of advertising/marketing (on sites such as the Club 1 webpage, Face book, Instagram, Twitter, etc) and encouraging participation in the sport of volleyball and club sports.

6.0 Disclaimer of Liability.

- a. The parent/guardian/athlete expressly agrees that Club 1 shall not be liable for any damages arising from personal injuries sustained by the athlete in, on or about the facilities, including tournament sites. Parent/guardian agrees Club 1 will not be responsible for any loss or theft of personal property. The parent/guardian/athlete assumes all responsibility for any injuries, damages or losses which may occur in or about the facilities and does fully and forever release and discharge Club 1, its owners, coaches, staff and agents from any and all claims, demands, damages, rights or causes of action, present or future, whether same be known or unknown, anticipated or unanticipated, provided that nothing herein contained shall release or discharge Club 1 from the willful acts or omissions of Club 1, its agents or employees.
- b. Club 1 may exercise the right to move an athlete from team to team. The parent/guardian expressly agrees that Club 1 shall not guarantee placement on a collegiate team or collegiate scholarship monies.

7.0 Remedy. In the event of a breach of contract by parent/guardian, Club 1 is entitled to receive the entire contract amount due plus court cost and attorney’s fees as damages in exercising all legal means to seek enforcement of the contract, including collection and litigation. The parent/guardian acknowledges and consents to the payment of collection, court costs and attorney’s fees associated with collection of debts owned by them to Club 1.

8.0 Complete Agreement. This Agreement constitutes the entire agreement among the parties and supersedes all agreements, representations, statements, and promises, whether oral or written. The terms of this Agreement supersede any description of Club 1 in any other document. The provisions of this Agreement shall be binding upon the signatories to this Agreement.

9.0 Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois.

10.0 Complete Agreement & Severability. **There are no oral agreements. This Agreement shall only be amended or modified in writing.** The provisions of this Agreement are severable. In the event that any provision of this Agreement shall be held to be invalid or unenforceable, the same shall not affect in any respect the validity or enforceability of the remainder of this Agreement.

11.0 Cost of Collection. Subject to the limits of applicable law, if a default occurs as to any term of this Agreement, I/Parent/Guardian/Athlete must pay for Club 1’s reasonable and actual costs of collection, such as court coast and reasonable attorneys’ fees.

I have read the Club 1 Program Parent and Player Contract and the Club 1 Handbook. By my signature and that of my parent/guardian below and by the initials where indicated above, I and my parent/guardian acknowledge we have read and understand the terms of this contract and handbook. With the consent of my parent/guardian, I freely enter into and I agree to abide by the terms stated and Club 1 Policy. My parent/guardian and I understand the commitment to Club 1, its athletes and staff.

Date: _____

Athlete Name

Parent/Guardian Name:

Parent/Guardian Signature:

Address

Phone

E-Mail