



Participation Contract

Section 1: Membership and membership fees

The undersigned player and parent/guardian, hereafter designated as a member, agree to accept membership in STORM PERFORMANCE Volleyball Club (SPVC). Membership entitles the member to participate in practices and tournaments designated by the club. Equal opportunity to participate will be provided during practice; however, court time at tournaments is not guaranteed but will be determined by the coaches. Membership does not entitle members and/or players to any other benefits, and members hereby agree that payment of fees does not create any type of ownership or any type of property right in the equipment, leases, assets, inventory, collateral, trademarks, intangibles, intellectual property, products, fixtures, or other property (real or personal) of SPVC. Any equipment or other property purchased with membership fees shall be the sole and exclusive property of SPVC, except for any items strictly for personal use, such as personalized uniforms or personalized backpacks or bags.

Fees:

- The total membership fee for dues and expenses for each team is listed in our Season Prices Form. A non-refundable deposit based on team pricing is required upon acceptance of the offer to play due at the players try-out and is used as acceptance of fees & contract.
- A payment schedule will consist of 1-8 payments from July through February depending on team price as listed in the Prices Form. Monthly payments are due on the 1st/15th of each month starting August 1st/15th of the current year. Some teams may have different payment schedules with approval. Payments will be considered late after 5 days and will incur a \$35.00 late fee. Payments not up to date could impact the player's ability to play at upcoming tournaments until payments are up to date. Players who sign up later than August will have the remaining balance split into remaining months with final payment no later than April 15th. All payment plans must be accepted on LeagueApps with auto-draft.
- Travel expenses for players (and parents, family members, etc.) are not included in these fees and are the responsibility of each member/player.
- The person(s) signing/agreeing to this Contract shall be solely responsible for payment of the Fees, even if the circumstances of responsibility for the player change due to divorce, adoption, or any other reason.

Section 2: Conditions of Participation

- As parents/guardians, we have read the Participation Contract of Storm Performance Volleyball Club. We have also read the SPVC Player & Parent Manual. We agree, that after she is selected for a team, let her join the current season.
- We have read the above materials provided and understand the time commitment and cost involved in practice and competition. We have reviewed the fee schedule in Section 1 of the agreement and understand that we must pay all fees in full regardless of the duration of the player's participation. This is because membership in the club is limited and others were denied a position by the acceptance of a position in Storm Performance Volleyball Club. Therefore, we agree to pay the total membership fee even if the player does not finish participating, no matter the reason for not participating, including but not limited to the player's injury, coaching decision, player's withdrawal from her team, and/or Storm Performance Volleyball Club and/or termination of this Contract by SPVC. The \$500 deposit is non-refundable. All club fees are non-refundable, if tournaments or seasons are terminated due to athlete participation there will be no refund issued.
- Understanding the stipulations, and having discussed these with our child, we agree to and will support her participation. We understand that upon signing this Contract the player will be unable to transfer to other clubs, participate in other club activities, or train outside of SPVC during the club season.

Section 3: Acknowledgments

- Members shall not be relieved of their obligations to make any payments herein agreed to and no deduction or allowance from said payments shall be made, because of the absence or withdrawal of the member from membership or because 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 SPVC as in the SPVC participation Contract and the SPVC Player & Parent Manual for the current season and as they may from time to time be amended or supplemented.
- This agreement is not assignable or transferable by the member without specific agreement and approval of SPVC.
- Because 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 contract balance due as liquidated damages plus all delinquency fees as outlined herein. This agreement (together with any attachments, supplements, or modifications) will be governed by the laws of Texas, 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 the written supplement signed by both parties.
- 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, the Club's reasonable attorney fees, court costs, and any other costs of collection.

Section 4: Termination

Members or SPVC may terminate a contract without any notice to the other party for any

reason or no reason. However, a member's obligation to fully pay membership fees remains after termination. SPVC may, at its absolute discretion, withhold permission and/or consent for a player's transfer until all fees are paid in full.

Section 5:

INDEMNITY MEMBERS AND PLAYERS UNDERSTAND THAT PLAYING VOLLEYBALL IS POTENTIALLY DANGEROUS AND CARRIES THE RISK OF INJURY. OR ILLNESS TO MEMBERS AND PLAYERS AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS SPVC, ITS COACHES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LANDLORDS, AND OWNERS/OPERATORS OF ANY PREMISES USED OR OCCUPIED BY SPVC ("RELEASED PARTIES") FOR ANY INJURY OR HARM SUFFERED BY MEMBER OR PLAYER, AND MEMBER SPECIFICALLY AGREES THAT THIS DEFENSE AND INDEMNITY OBLIGATION REQUIRES THEM TO INDEMNIFY THE RELEASED PARTIES FROM ANY CLAIM OR SUIT BROUGHT BY PLAYER AGAINST RELEASED PARTIES, REGARDLESS OF FAULT. MEMBER AND PLAYER SPECIFICALLY AGREE THAT THEY SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FOR THE RELEASED PARTIES' NEGLIGENCE, WHETHER SOLE, JOINT, OR CONCURRENT, IF ANY, RELATING TO ANY INJURIES OR HARM ALLEGEDLY ARISING FROM THIS CONTRACT OR PARTICIPATION WITH CCSVC IN ANY MANNER. RELEASING PARTIES AGREE THAT THIS INDEMNITY IS BINDING UPON THEM REGARDLESS OF THE CAUSE OF INJURIES OR DAMAGES COMPLAINED OF OR OF FAULT. THE RELEASING PARTIES AGREE THAT THIS AGREEMENT OF INDEMNITY COMPLIES WITH TEXAS INDEMNITY LAW AS STATED IN ETHYL CORP. V. DANIEL CONSTR. CO., 725 S.W.2d 705 (TEX. 1987) AND THE CONSPICUOUSNESS

REQUIREMENTS OF DRESSER INDUS., INC. V. PAGE PETROLEUM, INC., 853 S.W.2d 505 (TEX. 1993). THE RELEASING PARTIES FURTHER AGREE THAT THEY WILL NEVER CONTEND THAT THIS AGREEMENT DOES NOT SATISFY TEXAS LAW CONCERNING INDEMNITY AGREEMENTS. THE RELEASING PARTIES FURTHER AGREE THAT THIS INDEMNITY AGREEMENT SHALL BE CONSTRUED UNDER THE LAWS OF THE STATE OF TEXAS.

Section 6: Insurance

SPVC does not provide any insurance for the benefit of members or players. Players should provide their health insurance.

Section 7: Alternative Dispute Resolution

Member, player, and SPVC, for itself and its coaches, officers, directors, employees, agents, landlords, and owners/operators of any premises used or occupied by SPVC (hereafter collectively “SPVC”), mutually agree and contract that any and all claims, disputes or controversies, whether based on the Constitution, Statutes, Code (s), Ordinances, Rules, Orders, Regulations, and/or common law of the United States or of any state and/or all subdivisions, of either, and/or asserted on the basis of contract, quasi-contract, personal injury, tort, offenses, quasi-offenses or otherwise, arising out of, or in any way relating to this contract and/or membership and/or participation in SPVC; including the arbitrability of any claim, dispute or controversy, shall be exclusively settled by final and binding arbitration before a single arbitrator. Unless specifically and mutually agreed otherwise, the arbitration shall be administered by the American Arbitration Association under its Commercial Rules, and shall be pursuant to the provisions of, and jurisprudence interpreting, the Federal Arbitration Act and/or the Texas Alternative Dispute Resolutions Act, whichever shall have the broadest effect. All claims of any rights to the contrary, including any right to trial by jury, are hereby expressly waived. If, for any reason, the American Arbitration Association is unable or unwilling to administer the proceedings, the claim or dispute will be submitted to another recognized entity providing mediation and/or arbitration services. The Arbitrator shall be the sole and exclusive determiner of jurisdiction. Judgment upon any award may be entered in any federal or state court having jurisdiction thereof. I understand that I am giving up or waiving my rights to a jury trial and that any claims or disputes between myself and SPVC will be resolved solely and totally by final and binding arbitration.

Section 8: Signatures and Information Parent/Guardian of Player

Read, acknowledged and agreed to on this date: _____

Signature: _____

Printed Name: _____

Address: _____

City: _____ Zip: _____

Email address: _____

As a player, I understand the agreement and commitment I am making to SPVC and I am willing to commit myself to the program and my teammates for the current SPVC season.

Printed Name: _____

Signature of player: _____ Date: _____

Agreeing to this contract online is regarded as acceptance of this contract and all stipulations within.

Acknowledgment of Rules: I have read the guidelines and expectations of Storm Volleyball.

By signing I agree to the terms of the contract and set by Storm Volleyball
