

PARTICIPATION AGREEMENT

1. I (We) agree to become members of the St. Louis Powerhitters Volleyball Club (the “Club”) for the _____ season, and permit our child, _____, to become a player member. I (We), as the parent(s)/guardian(s) of our child, have read the materials posted on the Club website, and other information concerning the policies and practices of the Club and the Gateway Region of USA Volleyball, and agree to abide by the rules established thereby.
2. I (We) understand that I (We) am/are responsible for transportation of our child to all practices, tournaments, clinics, and other Club sponsored events , for the duration of the season, and that coaches and other Club officials are not allowed to transport players except in the event of an emergency.
3. I (We) understand that parents may be asked to serve as chaperones for all tournaments, and will share in that responsibility as needed.
4. I (We) understand the time commitment involved in practices, tournaments, clinics, and other Club sponsored events, as listed on schedules provided by the Club. I (We) understand that there will be no refunds or fee reductions due to an inability of our child to participate in Club events, or of the Club’s inability to participate in tournaments. I (We) understand that the scheduling of tournaments and other events is at the sole discretion of the Club.
5. I (We) agree to abide by the Parent and Player Codes of Conduct, which are incorporated by reference as if set forth fully herein.
6. I (We) agree accept that failure to abide by the Codes of Conduct may result in disciplinary action, including but not limited to dismissal from the Club.
7. I (We) understand that should our child quit or be discharged from the Club for a violation of the Player Code or for other reasons, I (We) will forfeit all monies previously paid, and all remaining monies due (the balance of the Club fee, uniform fee, etc.), shall become due immediately. I (We) understand that there is a \$25.00 fee for all returned or dishonored checks.
8. I (We) have reviewed the Club fee schedule as posted on the Club’s website, and understand that I (We) must pay all fees in full in accordance with the fee schedule, regardless of our duration of our child’s participation, since acceptance of a position on a team within the Club precludes the Club from providing opportunities to other players. I (We) agree that if our child quits or is discharged from the Club that the Club is damaged thereby, as it cannot replace my child and their unique skills, and that the harm involved is of a kind difficult to accurately estimate at the time of the making of this Agreement. I (We) that in this event that I (We) agree to pay the Club any outstanding monies owed, plus an additional amount equal to the Club fee as liquidated damages
9. I (We) will be responsible for paying my child’s Club fees, uniform expenses, and any other monies owed. I (We) understand that the Club may enter into contractual agreements on behalf of the Club, its teams, players, and coaches in order to carry out the purposes of the Club. These contracts include, but are not limited to, tournament sponsors, housing providers (hotels/motels, etc.), parking service companies, food service providers, and transportations providers (airlines,

car rental companies, bus and taxi companies, etc.). In the event that my child's team participates in a tournament where overnight housing is deemed necessary and/or required by the tournament sponsor and/or the Club, I (We) understand that the Club has a "stay and play" policy such that I (We) agree to stay in housing arranged for by the Club. I (We) understand that the Club may enter into such agreements with outside service providers where the Club's obligation may include certain minimum participation levels by the Club membership, and that a failure by a player and/or parent(s) to participate may trigger penalties against the Club if these minimums are not met. I (We) understand that by becoming a member of the Club that I (We) agree to participate in all events scheduled by the Club, to be bound by such agreements made by the Club in furtherance thereof, and I (We) may not refuse to participate and/or make other arrangements without the express permission of the Club. I (We) understand that in the event that the Club is penalized is under the terms of such contracts due to my (our) failure to participate as directed by the Club, I (We) agree to pay the Club such monies as are necessary to reimburse the Club for any damages the Club incurs. I (We) understand that these monies are above and beyond those for Club fees and uniforms.

10. I (We) agree that if suit is brought by the Club to enforce this Agreement, I (We) shall pay the Club's normal and reasonable attorney's fees and costs associated with the suit. I (We) agree that this Agreement shall be governed by the laws of the State of Missouri, and that the proper venue for any suit is in the St. Louis County Circuit Court.

11. I (We) agree to allow the Club to use my child's image and profile information for marketing purposes, to include posting on the Club's website and Club recruiting and marketing material. I (We) understand that the Club may share personal information beyond that included in player profiles outside the Club, such as for registering for USA Volleyball-sponsored tournaments and other means consistent with the Club's purposes, without my/our prior consent.

12. I (We) agree that if any part of this Participation Agreement, as well as the Player and/or Parent Codes of Conduct (incorporated by reference as if set forth fully herein), are found to be inoperable by a court of competent jurisdiction, that those parts of the Participation Agreement or Codes not found inoperable shall continue in full force and effect.

PARENT(S)/GUARDIAN(S) NAMES _____ (Print)

PARENT(S)/GUARDIAN(S) SIGNATURES _____ (Date)

_____ (Date)

PARENT(S)/GUARDIAN(S) E-MAILS _____
