



LEGACY VOLLEYBALL CLUB



September 4, 2020

Dear Parent or Guardian:

In previous years, we have learned that players have signed critical, binding contract documents without their parent or guardians consent. To effectively ensure that all parties are well informed on the commitment of joining the Legacy Volleyball Club, we have added an additional step. Before any child is able to participate, a parent or guardian must read, sign and submit the document in person to the coaches prior to the first practice. If you have any question pertaining to this agreement, which is also part of the online commitment registration form, please contact us at: Info@legacyvbc.com

Member Agreement

In consideration for being allowed to participate in the Legacy Volleyball Club, hereinafter referred to as “Legacy”, program, related events and activities, the registered player and parent/guardian, hereinafter referred to as “Member”, agree to accept membership in the Legacy 2020-2021 season.

Member acknowledges, appreciates, and agrees that:

I. Fees

The fees cover team expenses such as USAV team registration, uniform(s), practice shirt, practice facilities, tournament entry fees, coaches stipend, practice equipment, insurances and other administrative fees. Optional items will be billed accordingly.

Due to the pandemic, the Current fees do not include overnight tournament registrations, National Championship tournament, hotels, ground transportation for local and overnight tournaments, as well as meals and snacks during these events. Those fees will be added later pending the status of the pandemic.

II. Terms of Payment

Club dues payment(s) can be made via cash, checks, money order, debit, and/or credit card. Club Dues can either be paid in full by Commitment Day (acceptance of team offered) or through our payment plan option below:



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Boys & Girls				
Payment Schedule	Local	Regional	Premier	National
Payment #1 deposit due upon acceptance of team offer	\$240	\$480	\$800	\$800
Payment #2 due November 1st	\$180	\$240	\$400	\$400
Payment #3 due December 1st	\$180	\$240	\$400	\$400
Payment #4 due January 1st	N/A	\$240	\$400	\$400

Note: Overnight (Away) tournaments for Premier & National are extra and same will be billed accordingly.

*****If a more personalized payment schedule is required, please contact us as soon as possible in writing*****

The club cannot operate and meet financial obligations if any Member defaults on the payment of dues. If Member fails to pay their dues on time, the Member will become immediately ineligible to participate in practices and/or tournaments and will remain so until payments are up to date and account is brought current. If additional time is needed to make a payment, the information must be communicated in writing to the Finance Director at least 72 hours before the due date.

A \$25 late fee will be charged for any payment not paid by the due date. A \$35 service fee will be charged for any returned or cancelled check and any failed credit card payment or attempt.

III. Refund Policy & Full Payment Responsibility

The club dues are non-refundable under any and all circumstances. If a Member sustains an injury, becomes ill, or for any reason at any time decides not to participate in the Legacy program, the Member remains liable for the total club season dues. Any outstanding fees and dues will be due within seven (7) days of my son's/daughter's termination from the club.

Each player must pay a deposit in order to confirm their position on their team. This deposit is **NON-REFUNDABLE** as are all club payments thereafter. Legacy Volleyball Club will **NOT** refund any payments.



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In the event of default, if this obligation is referred to an attorney and/or collection agency, the Member agrees to pay, over and above any liabilities, reasonable attorney fees, court costs, and collection fees.

IV. Playing Time

Individual playing time is based on Attendance, Attitude, Skill and Practice Outcomes, not necessarily in that order. While all team members will generally play at some point in all events, playing time will **NOT** be equal. NO one is guaranteed playing time. Players (not parents) should discuss issues regarding playing time with the coach, and only at appropriate times. Playing time concerns should NOT be discussed during tournaments.

V. Termination

Legacy reserves the right to terminate this Agreement at any time that Legacy, in its sole discretion, determines the Member has failed to comply with any of the rules and regulations adopted by Legacy, or for conduct Legacy determines to be improper or contrary to the fundamental purposes of Legacy or inimical to the best interests of Legacy. A terminated Member will remain liable for all fees and other indebtedness incurred as the result of this Agreement.

VI. Transportation

Transportation to and from all practices, tournaments and other events are not included in the fees. Parents are expected to travel with the players, but if other obligation prohibits such, parents and/or players are responsible for arranging carpool with others. If player does not have any means of transportation to and from tournament, the Member will be charged \$150 to cover the Van rental expense for tournaments. Advanced notice of up to 15 days is required to make proper Van rental arrangements.

VII. Chaperone

A minimum of 2 chaperones must accompany every team during overnight travel tournaments. If there are insufficient volunteers then your child's team will be prohibited from attending overnight tournaments. As an incentive to volunteer and to thank you for your efforts, the club will arrange for and pay the cost of the chaperone's hotel accommodations for the duration of that tournament. Please note that only one room will be covered by the club with the expectation of double occupancy. **Premier/National teams** that do not have chaperones will not



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participate in overnight tournaments instead additional 1 day tournaments will be added to the season.

VIII. Tournaments

Single day junior tournaments are held on weekends at various venues throughout the region and typically last all day, starting at 8:00 am. Plan to travel up to two hours, arriving by 7:45am and staying until 8:00pm (times vary considerably based on tournament format).

For overnight tournaments, plan to travel up to six hours, arriving Friday night and staying until Monday. All players will be under adult supervision at all times and will spend most of their time with their team and playing volleyball. **All athletes are expected to be with their team at all times throughout the duration of the tournament.** Parents/Families are encouraged to attend any and all team dinners and activities at their convenience. Under extenuating circumstances, players may be released to their parents, but only at the discretion of their Head Coach.

At most tournaments, teams are generally required to work the first match after losing in a play-off round. All players on the team must stay until the team is finished and dismissed by the coach. While we realize that families are often anxious to get on the road home, staying together until dismissal is part of the team experience and commitment in addition to being a mandatory obligation by all teams participation in any event.

VX. Use of Likeness, Voice, Biographical Information

In return for Legacy permitting the Member to participate in the Legacy program, the Member authorizes Legacy, its representatives and coaches the right to use the name, voice, likeness, and biographical material, photograph and video of the above-named participant to be used in print publications, online publications, presentations, websites, and social media relating to the Legacy program without remuneration to the above-named participant.

X. Waiver of Liability and Assumption of Risk

I am fully aware of the risks of physical injury, including the risk of catastrophic injury and death, as well as other damages and losses associated with sports such as volleyball. I recognize that any of the above-noted injuries, losses or damages could arise from my participation in any and all activities connected with or associated with the Legacy program. I further represent that my child is physically fit and able



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to participate in the Legacy program and I am not aware of any medical condition, which may be exacerbated by or worsen due to my child's participation.

XI. USAV & GEVA Membership

All members are required to have a USAV (GEVA) membership by October 1 or the first day of practice, whichever is first. Members found without this membership will be charged a \$25 penalty and will not be allowed to practice until it is completed. Members are still responsible for their dues during this time. A USAV (GEVA) membership can be obtained at www.GEVA.org/Registration.

XII. Entire Agreement

These Terms and Conditions constitute the entire agreement of the parties with respect to the subject matter hereof, and supersedes any other promises, representations, or conditions in any other agreement, whether oral or written. For the purposes of this Agreement, Electronic signatures shall be treated as original signatures.

This Agreement will prevail in the event of any inconsistency between this and any other document or website.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND AND VOLUNTARILY ACCEPT THIS MEMBER AGREEMENT IN ITS ENTIRETY.

_____	_____	_____
Player Print Name	Player Signature	Date

_____	_____	_____
Parent Print Name	Parent Signature	Date