

# HILINA`I VOLLEYBALL CLUB

for CURRENT CLUB SEASON: **2019-2020**

## SECTION 1: Conditions of Participation

We the parents/guardians/player have read the enclosed information concerning the policies and practices of Hilina`i Volleyball Club (the "Club" or "Hilina`i Volleyball Club"). We agree to allow my/our daughter (hereafter "player") to participate with Hilina`i Volleyball Club for the current club season.

As parents/guardians, we understand that we are responsible for all club fees additional costs incurred by the player. We understand that we are responsible for transportation to/from practices and tournaments. The possibility of a player playing in an older age bracket (other than the bracket that she is able to compete in) is dependent upon the development of the individual player, including her commitment, attitude, behavior, etc.

We have read the material provided and understand the time commitment involved in practice, competition, and participation in club activities. We have reviewed the fee schedule in section 2 of this agreement and understand that each player must pay all fees in full regardless of the duration of participation on or before the deadline of November 10, 2019. **Registration fees are nonrefundable.**

We understand the above conditions and have discussed these with our player, we agree to and will support her participation in Hilina`i Volleyball Club. We understand that once registered with Hilina`i Volleyball Club, the player is unable to transfer clubs and compete in the United States of American Volleyball ("USA V") regional tournaments with another club for the current club season.

## SECTION 2: Membership Dues and Obligations

The undersigned player and parent/guardian, (hereafter collectively designated as "member"), agree to accept membership in Hilina`i Volleyball Club for the current club season. Membership entitles the member to participate in practices and tournaments (local and/or mainland) as designated by Hilina`i Volleyball Club. Playing time during tournaments will be determined by the Hilina`i Volleyball Club coaching staff based on practice attendance, performance at practice, effort, commitment, attitude, and behavior. Membership fees include USA V registration, gym fees and uniforms. Uniforms include 2 jerseys, 2 tights, warm-up jacket, warm-up pants and bag.

Membership dues for the current club season: **\$800.00**

**Payment Due Date:** ..... **November 10, 2019**

The first payment of \$400.00 is due on November 10, 2019. The balance of \$400.00 is due on or before December 21, 2019. No player will be permitted to participate in practices or other Hilina`i activities until dues are paid (USA V guidelines).

In the event a check payment is returned due to insufficient funding, the responsible party will be assessed a fee of \$25.00. Thereafter, any and all payments submitted to Hilina`i Volleyball Club by that player must be submitted in cash.

The laws of the State of Hawai`i will govern this Agreement, together with any attachment(s). This Agreement supersedes all prior oral or written representations or communications between the parties, constitutes the entire understanding between all parties regarding the subject matter of this Agreement, and may only be modified or amended by a written supplement signed by both parties.

In the event that a player defaults on its obligations and Hilina`i Volleyball Club refers the matter to an attorney and/or a collection agency, the player and Parent/Guardian agree to pay, over and above their liabilities, the costs of collection, including, but not limited to attorney's fees incurred by Hilina`i Volleyball Club, court costs of collection, and/or any damages incurred.

By use of the facilities provided by Hilina`i Volleyball Club, the player expressly agrees that Hilina`i Volleyball Club shall not be liable for any damages arising from personal injuries sustained by the player or her guest(s) in, on or about the premises of the said facilities and further agrees Hilina`i Volleyball Club shall not be liable for any loss or theft of personal property. Players assume full responsibility for any injuries, damages, or losses which may occur to the player or guest, in or about the premises of said facilities and does hereby fully and forever release and discharge Hilina`i Volleyball Club, owners, directors, staff and agent from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out of the member's or guest's use or intended use of the said facilities or the facilities and equipment thereof provided.

Player warrants, represents and agrees that she is in good physical condition and that she has no disability, impairment or ailment that prevents her from engaging in active or passive exercise that will be detrimental to her health, safety, comfort or physical condition if she does so engage or participate. It is recommended that everyone consult her own physician before beginning any exercise program. Players shall not be relieved of their obligations to make any payment herein agreed to and no deduction or allowance from said payments shall be made, by reason of the absence or withdrawal of the player from membership and/or dues or by reason of the player's failure to attend or use the facility.

The undersigned has received, read, understands and agrees to that players, family members and guests will abide by the rules and regulation of the Club as they now exist and as they may from time to time be amended or supplemented.

This Agreement is not transferable by the player. All parties mutually agree that in the event of a default, the Club is entitled to receive the entire contract balance due, any collection and/or attorney's fees incurred. This Agreement, together with any representations or communications between the parties, constitutes the entire understanding of the parties.

We have read, acknowledge and agree to the terms of this Agreement.

SIGNATURE \_\_\_\_\_ Date \_\_\_\_\_  
Mother/Guardian

PRINT \_\_\_\_\_  
Mother/Guardian

Address: \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_  
(please print clearly)

SIGNATURE \_\_\_\_\_ Date \_\_\_\_\_  
Father/Guardian

PRINT \_\_\_\_\_  
Father/Guardian

Address: \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_  
(please print clearly)

As the player, I understand the commitment I am making to Hilina`i Volleyball Club, and I am willing to commit myself to the program and my teammates for the current club season.

SIGNATURE: \_\_\_\_\_ Date \_\_\_\_\_  
Player

PRINT: \_\_\_\_\_  
Player

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\_\_\_\_\_ I give my permission to Hilina`i Volleyball Club to use photos of my child and anyone associated with my child on its website and for other public relation purposes.

\_\_\_\_\_ I do not give my permission to Hilina`i Volleyball Club to use photos of my child and anyone associated with my child on its website for any purpose.

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Date

**\*\*Sign and return to Hilina`i Volleyball Club\*\***