



Powerhouse VBC, L.L.C. (Powerhouse) 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 12-18, are allowed to miss 5 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 5, 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, if applicable to your program. 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.

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 Powerhouse warm-ups, sweats or tee-shirts. No athlete is permitted to wear High School or College wear/gear. Players MUST wear Powerhouse apparel (practice shirts, spirit wear, warm-ups, etc.) with jeans when they go out on trips.

Lodging. All athletes must stay in a team rooms provided by Powerhouse. 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. Athletes staying in team rooms provided by Powerhouse will split the travel cost of the room among the athletes staying in the room, and those fees must be paid by the due date communicated.

- a. No person of the opposite sex is allowed in the rooms; including coaches and parents. If there is an emergency, the coach or parent may enter when accompanied by either the chaperone or another adult of the same gender of the players.

Notice: a. 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 Powerhouse Food Guidelines unless otherwise specified.

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

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

- d. Curfew is STRICTLY enforced. Failure to comply may result in dismissal from the tournament, and/or is subject to discipline set forth by the coach/Director.

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 Powerhouse VBC (Powerhouse) 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. If a traveling event is changed, the fees will reflect such change. If outstanding dues and fees are not paid by the 15th of each month, Powerhouse will charge the amount due to the credit card number provided. If the credit card is declined or a check is returned, the Athlete will be suspended until such debts are paid plus a \$25 administrative fee will be charged. If payment is 30 days past due, the athlete will not be able to participate in practice or tournaments until the account is current.

2.0 Fundraising Obligations. A **mandatory** raffle will be held for all athletes. It is required that each player sell ten (10) raffle tickets for a total of \$100.00. Any additional tickets sold will be credited to the athlete in full (ie ten (10) additional tickets sold = \$100.00 credit to family).

There may be additional fundraising opportunities that will be optional to help our families offset costs.

3.0 Membership, Expectations and Obligations for Club Participation.

- a. The parent/guardian will provide transportation to and from practices and events, unless provided by Powerhouse.
- b. The parent/guardian/athlete will adhere to the Powerhouse 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.
- c. The parent/guardian/athlete understands that playing time varies. Powerhouse 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.
- d. 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.
- e. AAU National Or USAV National is mandatory for age "14 – 18". **There are no exceptions for AAU or USAV National.** With all other traveling events, the Athlete is required to attend unless written notice is provided to the Director Three (3) MONTHS in advance of the first day of the event. If notice is not provided, the family is responsible for the cost of the event in its entirety.
- f. 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.
- g. The athletes must wear Powerhouse practice apparel (not game jerseys) to. The failure to comply may result in dismissal from practice or discipline.
- h. 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.
- i. The parent/guardian/athlete understands that players will adhere to Powerhouse "Personal Days" rule, as outlined in the Program Policies and Guidelines. Non-athletic extra curricular activities are NOT acceptable absences.
- j. 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. Powerhouse has a complaint policy.
- k. The parent/guardian/athlete understands that abusive or vulgar language will not be tolerated, and may result in the termination of participation in the Powerhouse program without refund.
- l. Athletes caught stealing will be fined \$250 and may be dismissed from the organization.
- m. Upon review of the above, the parent/guardian and the athlete agree to abide by Powerhouse's rules. Parent/guardian and the athlete understand that once registered and having competed with Powerhouse, the athlete is unable to transfer to another club and is committed to Powerhouse until the end of the season.

4.0 Advertising and Program Marketing. The parent/guardian is informed that Powerhouse, during the season, may photograph the athlete. By signing, the parent/guardian is consenting and authorizing Powerhouse to use images of their athlete for the purpose of advertising/marketing and encouraging participation in the sport of volleyball and club sports.

5.0 Disclaimer of Liability.

- a. The parent/guardian/athlete expressly agrees that Powerhouse 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 Powerhouse 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 Powerhouse, 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 Powerhouse, its agents or employees.
- b. Powerhouse may exercise the right to move an athlete from team to team. The parent/guardian expressly agrees that Powerhouse shall not guarantee placement on a collegiate team or collegiate scholarship monies.

6.0 Remedy. In the event of a breach of contract by parent/guardian, Powerhouse 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 Powerhouse.

7.0 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 Powerhouse in any other document. The provisions of this Agreement shall be binding upon the signatories to this Agreement.

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

9.0 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.

10.0 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 Powerhouse's reasonable and actual costs of collection, such as court cost and reasonable attorneys' fees.

I have read the Powerhouse Program Policies and Guidelines and the Powerhouse Parent and Player Contract and the Powerhouse 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 Powerhouse Policy. My parent/guardian and I understand the commitment to Powerhouse, its athletes and staff.

Athlete Name

Date: _____

Parent/Guardian Name:

Parent/Guardian Signature:

Address

Phone

E-Mail