

Desert Elite Volleyball Club Local Team Contract

Notice to Parents and Legal Guardians:

Please read this agreement (the "Agreement") very carefully. It describes the responsibilities and obligations that come with membership in the Desert Elite Volleyball Club. By completing the application for membership, you agree to the terms and conditions as described herein.

The Parties:

- 1 • Desert Elite Volleyball Club, hereafter referred to as "Desert Elite,"
- 2 • Player (Print full name): _____, and
- 3 • Parent or legal guardian of Player if a minor or otherwise financially responsible for Player:
(Print full name and relationship) _____.

Membership Includes:

- 1 • Desert Elite shall provide volleyball instruction and supervision during USA Volleyball (USAV) sanctioned volleyball tournaments, in accordance with the governing policies and guidelines established by the USAV, the United States Olympic Committee (USOC), the National Collegiate Athletic Association (NCAA), and the National Association of Intercollegiate Athletes (NAIA), from 1 December 2009 until 10 June 2010.
- 2 • Desert Elite shall provide, at a minimum, weekly instructional practices held at a facility designated by the Club and at times and for durations specified by Desert Elite.
- 3 • Desert Elite shall provide qualified coaches.
- 4 • Desert Elite shall provide game uniforms.
- 5 • Desert Elite shall pay all fees and registration expenses associated with team tournament play.
- 6 • Desert Elite shall provide training equipment, including but not limited to, volleyball nets, balls, and training aids.

Tuition Fee and Payment Schedule:

- 1 • The 2010 tuition fee for non-traveling players is **\$1,400.00**.
- 2 • The following payment schedule is offered as a minimum payment plan.
 - ◆ Initial payment of **\$500.00** is due on or before **5 December 2009**.
 - ◆ The second installment payment of **\$180.00** is due on or before **1 January 2010**.
 - ◆ The third installment payment of **\$180.00** is due on or before **1 February 2010**.
 - ◆ The fourth installment payment of **\$180.00** is due on or before **1 March 2010**.
 - ◆ The fifth installment payment of **\$180.00** is due on or before **1 April 2010**.
 - ◆ The sixth and final installment payment of **\$180.00** is due on or before **1 May 2010**.
- 3 • Desert Elite accepts NO liability for costs associated with travel, parking, meals, or incidental expenses incurred while participating in Desert Elite activities, including but not limited to, practice sessions and tournament play.

Terms and Conditions:

Desert Elite:

- Desert Elite reserves the right to change practice times, days, and durations without notice. Desert Elite solely determines content of instructional practices and the extent to which each player participates during practice and tournament events.
- Desert Elite reserves the right to control entry into the practice facility. Players and/or visitors may be asked to leave the practice facility or tournament venue at Desert Elite's discretion.
- Desert Elite reserves the right to suspend and/or terminate a player's membership for non-adherence to SCVA policies, non-adherence to practice facility rules, or non-adherence to the terms and conditions of this Agreement, including without limitation failure to make on-time tuition payment.

The Player shall meet the below-listed minimum requirements:

- The player is in good, physical condition and does not have a health condition(s) that may be complicated by strenuous physical activities, such as training for and/or playing competitive volleyball.
- The player does NOT use illegal drugs or tobacco.
- The player has a positive attitude and personally desires to play club volleyball.
- The player promises to obey the USAV Rules and Code of Conduct, SCVA policies, Desert Elite Rules and Expectations, and to conduct herself as an honorable member of Desert Elite.

The Player's Parent and/or Guardian:

- The Player's Parent and/or Guardian can demonstrate legal guardianship of the player if requested by the Club or governing organization.
- The Player's Parent and/or Guardian assume responsibility for payment of all costs, fees, and expenses associated with the Player's participation and membership in the Club.
- The Player's Parent and/or Guardian understand that **payment in full is required** and that **all payments are non-refundable**, without exception, regardless of the Player's ability to participate in Club activities, including early withdrawal or termination from the Club. If you become thirty (30) days in arrears on payments due on your account, you may, at the sole discretion of Desert Elite, be subject to immediate suspension from your team or termination from the club without further notice.
- The Player's Parent and/or Guardian acknowledges that playing volleyball can result in serious injury and the Player's Parent and/or Guardian assume all liability for Player injuries resulting from participating in Club activities.
- The Player's Parent and/or Guardian promise to obey the Sportsman's Code of Ethics, SCVA policies, and club rules. The Player's Parent and/or Guardian assume all responsibility for associated visitors and guests' adherence to the same.
- Voluntary termination of membership by you shall NOT reduce or suspend your obligation to pay all dues and other indebtedness incurred as the result of signing this Agreement, including without limitation prepayment for tournaments, gym rentals, flights, hotel rooms, and other reasonable expenses.
- If you are terminated, you will remain liable for all dues and other indebtedness incurred as the result of signing this Agreement.
- The Player's Parent and/or Guardian has read, understands, and freely concurs with the stipulations, fees, terms and conditions of this agreement.
- The Player's Parent and/or Guardian is capable of legally entering into a contract, in accordance with the laws of the State of California and freely does so by completing and signing this membership agreement, a legally binding contract.

