

Downstate Juniors VBC 2008-09 Season Member Agreement

Participant Name _____
(Print full name)

Has been offered a position on a _____ team.

In consideration for being allowed to participate in the Downstate Juniors VBC, hereinafter referred to as "Downstate", program, related events and activities, the undersigned player and parent/guardian, hereinafter referred to as "Member", agree to accept membership in the Downstate 2008/09 season.

Member acknowledges, appreciates, and agrees that:

I. Fees and Payment Schedule

The TOTAL amount shown is due upon signing. As a convenience, Downstate will extend payments according to the schedule listed. Fees for the Downstate 2008-09 season, are as follows:

<u>TEAM TYPE</u>	<u>1-Dec-08</u>	<u>21-Dec-08</u>	<u>21-Jan-09</u>	<u>18-Feb-08</u>	<u>18-Mar-08</u>	<u>TOTAL</u>
12 Metro	400	300	300			\$1,000
13 Metro	400	400	400			\$1,200
14 Metro	400	400	400	200		\$1,400
15 Metro	400	400	400	400		\$1,600
16 Metro	400	400	400	400		\$1,600
17 Metro	400	400	400	400		\$1,600
14 Travel	600	600	600	450		\$2,250
15 Travel	600	600	600	700		\$2,500
16 Travel	600	600	600	600	350	\$2,750
17 Travel	600	600	600	600	600	\$3,000
18 Travel	650	650	650	650	650	\$3,250

Club fees include USAV team registration, uniforms, practices, use of practice facilities, tournament entry fees, coach's expenses, administrative costs, practice equipment, lodging for players, coaches, and chaperones for tournaments which require overnight stays, and common carrier costs (bus, plane, train, etc) of players, coaches, and chaperones for tournaments that Downstate, in its sole discretion, deems require such transportation.

II. Terms of Payment

A \$25 late fee will be charged for any payment not paid by the due date. A \$30 service fee will be charged for any returned or cancelled check. Players will become immediately ineligible to participate in practice or tournaments if any payment is not received on time, and will remain so until the account is brought current.

III. Refund Policy & Full Payment Responsibility

The membership fee is non-refundable under all circumstances. If a Member sustains an injury, becomes ill, or for any reason at any time decides not to participate in the Downstate program, the Member remains liable for the total season fee. 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. Tournament Play

Individual playing time at tournaments is not guaranteed, and is left to the discretion of the team coach(es). Players (and parents) are expected to respect the coach's decisions and requests.

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V. Use of Likeness, Voice, Biographical Information

In return for Downstate permitting the Member to participate in the Downstate program, the Member authorizes Downstate to use the name, voice, likeness, and biographical material of the above-named participant for the limited purpose of media, publicity or advertising relating to the Downstate program without remuneration to the above-named participant.

VI. Termination

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

VII. 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 Downstate program. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF DOWNSTATE, ITS OFFICERS, EMPLOYEES, REPRESENTATIVES AND DIRECTORS, AND ANY SPONSORS, COACHES, AND VOLUNTEERS ASSOCIATED WITH THE DOWNSTATE PROGRAM, and assume full responsibility for my participation. I further agree on behalf of myself, my heirs, and personal representatives, that the releasees shall not be liable for any claims of injury, loss of life or other damage occurring as a result of my participation, and WAIVE ALL SUCH CLAIMS WHETHER BASED ON NEGLIGENCE OR ANY OTHER BREACH OF DUTY to the fullest extent permitted by law. I further represent that I am physically fit and able to participate in the Downstate program and I am not aware of any medical condition, which may be exacerbated by or worsen due to my participation.

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 SIGN THIS MEMBER AGREEMENT IN ITS ENTIRETY.

Participant signature _____ Date _____

Parent/Guardian Name _____
(Print full name)

Parent/Guardian signature _____ Date _____

Downstate Juniors VBC

Representative: _____ Date _____