

Evolution Volleyball 2017 Player Contract

Evolution Volleyball Academy L.L.C. (Evolution) is organized to encourage participation 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; jewelry of any kind will not be worn during practices or competition
- 2.** Removal of make-up and nail polish for 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. 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.

National Events. All athletes are required to make all national events, if applicable to your program.

Attire. When line-judging or at a practice/playing site players should wear Evolution warm-ups, sweats or tee-shirts. No athlete is permitted to wear high school or college wear/gear.

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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 Evolution food guidelines unless otherwise specified.
- b.** All athletes must complete officiating duties prior to leaving an event. All athletes are expected to stay until the *team* is finished with their officiating duties.
- 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.

This contract is entered into by Evolution Volleyball Academy (Evolution) 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. If outstanding dues and fees are not paid by the 15th of each month, you will be charged a late fee of \$50.00 added on to your remaining balance. Late payments could result in your child not being able to practice or play in tournaments until your financial obligations have been met or an agreement of payment has been made with Evolution. Credit card payments have a 4% upcharge.

2.0 Membership, Expectations and Obligations for Club Participation.

- a.** The parent/guardian will provide transportation to and from practices and events, unless provided by Evolution.
- b.** The parent/guardian/athlete will adhere to the Evolution 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.

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c. The parent/guardian/athlete understands that playing time varies. Evolution will not discuss why or how teams are selected. Club ball provides the athlete with the *opportunity* to participate, but it does not guarantee playing 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. The illegal transportation, possession, sale or use of alcoholic beverages, tobacco (smoking devices, vapor etc.) 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. The athlete must abide by all building rules and regulations set forth by Northeastern Illinois University.

g. The athletes must wear Evolution practice apparel (not game jerseys) to each practice. The failure to comply may result in dismissal from practice or proper 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 Evolution "Personal Days" rule, as outlined in the Program Policies and Guidelines. Non-athletic extracurricular 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.

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 Evolution program without refund.

l. Athletes caught stealing will be fined \$200 and may be dismissed from the organization.

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m. Upon review of the above, the parent/guardian and the athlete agree to abide by Evolution's rules. Parent/guardian and the athlete understand that once registered and having competed with Evolution, the athlete is unable to transfer to another club and is committed to Evolution until the end of the season.

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

4.0 Disclaimer of Liability.

a. The parent/guardian/athlete expressly agrees that Evolution 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 Evolution 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 Evolution, 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 Evolution, its agents or employees.

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

5.0 Remedy. In the event of a breach of contract by parent/guardian, Evolution 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 Evolution.

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

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

8.0 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.

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

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

Athlete Name: _____

Date: _____

Athlete Signature: _____

Parent/Guardian Name: _____

Parent/Guardian Signature: _____