

WESTMORELAND ELITE VOLLEYBALL CLUB
Participation Agreement
2023-2024 Season

Section 1 Conditions of Participation

We, the parents/guardians of _____, have read the enclosed information concerning the policies and practices of the WESTMORELAND ELITE VOLLEYBALL CLUB (hereafter called the "club or WEVBC"). We agree, that having been selected to a team, to let him/her join the club for the 2023-2024 season.

We understand that we are responsible for all fees and expenses due from our daughter as well as her transportation to/from practices and tournaments.

We have read the bylaws and understand the commitment involved in practice and competition. We have reviewed the fee schedule in Schedule A of this agreement and understand that all fees and expenses must be paid in full regardless of the duration of the participation by the individual. This is due to the fact that membership in the club is limited, and others were denied a position by your acceptance of a position in the club. We understand that an individual dismissed from the club is still liable for all fees and expenses.

Understanding the stipulations and having discussed these with our child, we agree to and will support his/her participation in the club. We understand that once registered with and having competed with the club, the player will be unable to transfer clubs and compete in the USVBA regional and Junior Olympic Volleyball Championships.

Signature: _____ Date: _____
(Parent/Guardian of Player)

As the player, I understand the commitment I am making to the club and I am willing to commit myself to the program and my teammates for the season.

Signature: _____ Date: _____
(Player)

Section 2 Membership Fees

The undersigned player, hereafter designated as member, and their Parent/Guardian agree to accept membership in the WEVBC for the 2023-2024 season. Membership entitles the member to participate in practices and tournaments designated by the club. Equal opportunity to participate will be provided during practice, however, on court time at tournaments is not guaranteed, but is to be determined by the club staff.

The total annual membership fee will include both dues and expenses and is due in full upon becoming a member. Schedule A (attached) contains a listing of installment dates and total amounts. The annual fee may be paid in full when joining the club or may be paid in installments.

Membership fees are due by the 5th of the current month and will incur a 5% late fee if not received by the 10th of the current month. Failure to pay in full, the player will not be able to participate in tryouts at Westmoreland Elite the next club season until paid.

The agreement, together with any attachment(s) will be governed by the laws of the state, supersede all prior oral or written representation or communications between the parties, constitutes the entire understanding of the parties regarding the subject matter of this agreement, and may only be modified or amended by a written supplement signed by both parties.

Check the plan you intend to use. Full payment _____ Installment payments _____

Read, acknowledge and agreed to:

Signature: _____ Date: _____
(Parent/Guardian of Player)

Address: _____

City: _____ Zip: _____

Signature: _____ Date: _____
(Player)

In the event of default, this obligation is referred to an attorney, and/or a collection agency, the member (of the signature above) agrees to pay, over and above their liabilities, reasonable club attorney fees, court costs and the cost of collection.

Section 3 Liability

By use of the facilities provided by the WEVBC, the member expressly agrees that the club shall not be liable for any damages arising from personal injuries sustained by the member or their guest(s) in, on or about the premises of the said facilities and further agrees the club shall not be liable for any loss or theft of personal property. Members assume full responsibility for any injuries, damages or losses which may occur to the member or guest, in or about the premises of said facilities and does hereby fully and forever release and discharge the club, owners, employees, and agent from any and all claims, demands, damages, right 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, however, that nothing contained shall release or discharge the club from its negligence or the negligence of employees, or officers.

Members warrants, represents, and agrees that the member is in good physical condition and that he/she has no disability, impairment or ailment that prevents him/her from engaging in active or passive exercise that will be detrimental in inimical to his/her health, safety, comfort or physical condition if he/she does so engage or participate. It is recommended that everyone consult their own physician before beginning any exercise program. Members 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 member from membership or by reason of the member's failure to attend or use the facility.

The undersigned, and family members and guests, have received, read, understands, and agrees to abide by the rules and regulations of the club as they now exist and as they may from time to time be amended or supplemented.

This agreement is not assignable or transferable by the member without the specific agreement and approval of the club. That due to the fact that damages under this agreement are difficult to ascertain, the parties mutually agree that in the event of a default the club is entitled to receive the entire contract balance due as liquidated damages plus all delinquency fees as prefaced herein. This agreement, together with any attachment(s), will be governed by the laws of Pennsylvania, supersedes all prior oral or written representations or communications between the parties constitutes the entire understanding of the parties regarding the subject matter of this agreement, and may only be modified or amended by a written supplement signed by both parties.

Read, acknowledge and agreed to:

Signature: _____
(Parent/Guardian of Player)

Date: _____

Signature: _____
(Player)

Date: _____

Section 4 Photography

I grant WEVBC, its representatives and employees the right to take photographs of me in connection with the above subject. I authorize WEVBC, its assigns and transferees to copyright and publish the same in print and/or electronically.

I agree that WEVBC may use such photographs of me with or without my name and for any lawful purpose, including, for example such purposes as publicity, illustration, advertising and web content.

Read, acknowledge and agreed to:

Signature: _____
(Parent/Guardian of Player)

Date: _____

Signature: _____
(Player)

Date: _____

Section 5 Electronic Communication Policy of Westmoreland Elite Volleyball Club / KRVA

PURPOSE

Westmoreland Elite (the “Club”) recognizes the prevalence of electronic communication and social media in today’s world. Many of our student-athletes use these means as their primary method of communication. While the Club acknowledges the value of these methods of communication, the Club also realizes that there are associated risks that must be considered when adults use these methods to communicate with minors.

GENERAL CONTENT

All communications between a coach or other adult and an athlete must be professional in nature and for the purpose of communicating information about team activities and it is recommended to include the parents/guardians. The content and intent of all electronic communications must adhere to the USA Volleyball Code of Conduct regarding Athlete Protection.

For example, as with any communication with an athlete, electronic communication should not contain or relate to any of the following:

- Drugs or alcohol use;
- Sexually-oriented conversation; sexually explicit language, sexual activity
- The adult’s personal life, social activities, relationship or family issues, or personal problems; and
- Inappropriate or sexually explicit pictures.
- Note: Any communication concerning an athlete’s personal life, social activities, relationship or family issues or personal problems must be transparent, accessible and professional.

Whether one is an athlete, coach, board member or parent, the guiding principle to always use in communication is to ask: “Is this communication something that someone else would find appropriate or acceptable in a face-to-face meeting?” or “Is this something you would be comfortable saying out loud to the intended recipient of your communication in front of the intended recipient’s parents, the coaching staff, the board or other athletes?”

With respect to electronic communications, a simple test that can be used in most cases is whether the electronic communication with athletes is **T**ransparent, **A**ccessible and **P**rofessional.

Transparent: All electronic communication between coaches and athletes should be transparent. Your communication should not only be clear and direct, but also free of hidden meanings, innuendo and expectations.

Accessible: All electronic communication between coaches and athletes should be considered a matter of record and part of the Club’s records. Whenever possible, include another coach or parent in the communication so there is no question regarding accessibility.

Professional: All electronic communication between a coach and an athlete should be conducted professionally as a representative of the Club. This includes word choice, tone, grammar and subject matter that model the standards and integrity of a staff member.

If your communication meets all three of the **T.A.P.** criteria, then it is likely your method and manner of communication with athletes will be appropriate.

FACEBOOK, INSTAGRAM, BLOGS AND SIMILAR SITES

Coaches may have personal Facebook (or other social media site) pages, but they are not permitted to have any athlete member of the Club join their personal page as a “friend.”

A coach should not accept any “friend” request from any athlete. In addition, the coach should remind the athlete that this is not permitted. Coaches and athletes are not permitted to “private message” each other through Facebook. Coaches and athletes are not permitted to “instant message” each other through Facebook chat or other IM methods.

The club has an official Facebook page that athletes and their parents can “like” or “friend” for information and updates on team-related matters.

Coaches are encouraged to set their pages to “private” to prevent athletes from accessing the coach’s personal information.

TWITTER

Best Practice: The club has an official Twitter page that coaches, athletes and parents can follow for information and updates on team-related matters. Coaches are not permitted to follow athletes on Twitter. Likewise, athletes are not permitted to follow coaches on Twitter. Coaches and athletes are not permitted to “direct message” each other through Twitter.

Alternative Option: Coaches and athletes may follow each other on Twitter. Coaches cannot retweet an athlete message post.

Coaches and athletes are not permitted to “direct message” each other through Twitter.

TEXTING

Subject to the general guidelines mentioned above, texting is allowed between coaches and athletes during the hours from 7am until 10pm. Texting only shall be used for the purpose of communicating information directly related to team activities.

EMAIL

Athletes and coaches may use email to communicate. When communicating with an athlete through email, a parent/guardian must be copied along with another coach or club administrator.

REQUEST TO DISCONTINUE ALL ELECTRONIC COMMUNICATIONS

The parents or guardians of an athlete may request in writing that their child not be contacted by coaches through any form of electronic communications. Immediate compliance without repercussion must be granted.

MISCONDUCT

Because social media and electronic communications can be used to commit misconduct (e.g. emotional, sexual, bullying, harassment and hazing), such communications by coaches, staff, volunteers, administrators, officials, parents or athletes will not be tolerated and are considered violations of our SafeSport Handbook.

VIOLATIONS

Violations of the Club’s Social Media and Electronic Communication Policy should be reported to your immediate supervisor, a Club administrator or the Regional SafeSport Contact for evaluation of complaints and allegations.

A USA Volleyball participant or parent of a participant who violates this policy is subject to appropriate disciplinary action, including but not limited to: suspension, permanent suspension and/or referral to law enforcement authorities.

Read, acknowledge and agreed to policy:

Signature: _____
 (Parent/Guardian of Player)

Date: _____

Signature: _____
 (Player)

Date: _____

Signature: Club Director has all coaches’ signed agreements
 (Coach)

Date: N/A

Section 6 Travel Policy for Westmoreland Elite Volleyball Club / KRVA

Westmoreland Elite has some teams that travel regularly to play in tournaments, has some teams where travel is limited to a few events per season, and some teams where there is no travel other than local travel to and from our own area. Westmoreland Elite prohibits all types of physical abuse, sexual abuse, emotional abuse, bullying, threats, harassment and hazing, all as described in the USA Volleyball SafeSport Handbook.

Westmoreland Elite has established policies to guide our travel, minimize one-on-one interactions and reduce the risk of abuse or misconduct. Adherence to these travel guidelines will increase player safety and improve the player's experience while keeping travel a fun and enjoyable experience.

We distinguish between travel to training, practice and local tournaments ("local travel") and team travel involving an overnight stay ("team travel").

Local Travel

Local travel occurs when Westmoreland Elite does not sponsor, coordinate or arrange for travel.

Players and/or their parents/guardian are responsible for making all arrangements for local travel. The team and its coaches, managers or administrators should avoid responsibility for arranging or coordinating local travel. It is the responsibility of the parents/guardians to ensure the person transporting the minor player maintains the proper safety and legal requirements, including but not limited to: a valid driver's license, automobile liability insurance, a vehicle in safe working order, and compliance with applicable state laws.

The employees, coaches and/or volunteers of Westmoreland Elite or one of its teams, who are not also acting as a parent, should not drive alone with an unrelated minor player.

Team Travel

Team travel is overnight travel that occurs when Westmoreland Elite or one of its teams or designees sponsors, coordinates or arranges for travel so that the team can compete locally, regionally or nationally. Because of the greater distances, coaches, staff, volunteers and chaperones will often travel with the players.

- When possible, Westmoreland Elite will provide reasonable advance notice before team travel. Travel notice will also include designated team hotels for overnight stays as well as a contact person within Westmoreland Elite or the team. This individual will be the point of contact to confirm your intention to travel and to help with travel details.
- Regardless of gender, a coach shall not share a hotel room or other sleeping arrangements with a minor player (unless the coach is the parent, guardian or sibling of the player).
- The coach or his/her designee will establish a curfew by when all players must be in their hotel rooms or in a supervised location. Regular monitoring and curfew checks will be made of each room by at least two properly background screened adults. At no time should only one adult be present in a room with minor players, regardless of gender.
- Team personnel shall ask hotels to block adult pay per view channels for player only rooms.

Section 6

Travel Policy for Westmoreland Elite Volleyball Club / KRVA continued...

- Individual meetings between a coach and a player may not occur in hotel sleeping rooms and must be held in public settings or with additional adults present, with at least one of those adults being the same gender as the player.
- Family members who wish to stay in the team hotel are permitted and encouraged to do so.
- The team will make every effort to accommodate reasonable parental requests when a child is away from home without a parent. If any special arrangements are necessary for your child, please contact the team personnel who can either make or assist with making those arrangements.
- No coach or chaperone shall at any time be under the influence of drugs or alcohol while performing their coaching and/or chaperoning duties.
- In all cases involving travel, parents have the right to transport their minor player.
- Prior to any travel, coaches will endeavor to make players and parents aware of all expectations and rules. Coaches will also support chaperones and/or participate in the monitoring of the players for adherence to curfew restrictions and other travel rules.
- If disciplinary action against a player is required while the player is traveling without his/her parents, then except where immediate action is necessary, parents will be notified before any action is taken, or immediately after.

Read, acknowledge and agreed to policy:

Signature: _____
(Parent/Guardian of Player)

Date: _____

Signature: _____
(Player)

Date: _____

Signature: Club Director has all coaches' signed agreements
(Coach)

Date: N/A

Section 7 WESTMORELAND ELITE WAIVER/RELEASE FOR COMMUNICABLE DISEASES INCLUDING COVID-19 ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT

In consideration of being allowed to participate on behalf of the Westmoreland Elite Volleyball Club and related events and activities, the undersigned acknowledges, appreciates, and agrees that:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, COVID-19, and Multisystem Inflammatory Syndrome in Children (MIS-C) Associated with Coronavirus Disease (COVID-19). While rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases. If, however, I observe and any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS Westmoreland Elite their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("RELEASEES"), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IF FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases.

Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to my minor child's/ward's presence or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE to the fullest extent provided by law.

Read, acknowledge and agreed to policy:

Signature: _____
(Parent/Guardian of Player)

Date: _____

Signature: _____
(Player)

Date: _____

Schedule A:

2023-2024 Payment Schedule - Westmoreland Elite Volleyball Club							
AGE GROUP	DEPOSIT	DEC	JAN	FEB	MARCH	APRIL	TOTAL
12 Purple	500	0	400	250	250	0	1400
13 Purple	500	0	400	250	250	0	1400
14 Purple	500	0	500	500	500	0	2000
14 Black	500	0	500	500	500	0	2000
14 White	500	0	500	500	500	0	2000
15 Purple	500	0	500	500	500	0	2000
15 Black	500	0	500	500	500	0	2000
15 White	500	0	500	500	500	0	2000
16 Purple	500	0	500	500	500	0	2000
16 Black	500	0	500	500	500	0	2000
16 White	500	0	500	500	500	0	2000
17 Purple	500	0	500	500	500	0	2000
17 Black	500	0	500	500	500	0	2000
17 White	500	0	500	500	500	0	2000
18 Purple	500	0	500	500	500	0	2000
Payments are due the 5th of each month - Checks payable to WEVBC							
Payments received after the 10th of the month will incur a 5% Late Fee							