

2023-2024 RELEASE OF LIABILITY

READ BEFORE SIGNING

IN CONSIDERATION OF my child/ward/myself being allowed to participate in any way, in ANY event and/or activity held on any leased or owned premises of Panhandle Youth Volleyball Association, Incorporated dba Potomac Storm Volleyball Club; its directors, officers, officials, agents, employees, volunteers, other participants, sponsoring agencies, sponsors, advertisers, and owners and lessors of premises, (hereinafter individually and collectively known as the CLUB), whether such activity is at the 64 Dupont Road, Martinsburg, WV facility, or at any other facility utilized by the Club, the undersigned acknowledges, understands, and agrees that:

The risks of injury, including but not limited to physical sports injuries and/or accidental injuries, and/or illness, including as a result of exposure to communicable diseases such as MRSA, influenza, and COVID-19, to my child/myself/and others from the activities involved in these programs are significant, including the potential for permanent disability and death, and while particular rules, equipment, and personal discipline may reduce these risks, the risks of serious injury and illness do exist; and,

1. I, for myself, my spouse, my child, I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE CLUB, or others, and assume full responsibility for my child's use of the Club's facility(s) and equipment; and,
2. I, for myself, my spouse, my child, willingly agree to comply with the Club's stated and customary terms and conditions for participation. If I observe any concern, I will remove my child from the participation and the Club's facility immediately; and,
3. I, for myself, my spouse, my child, and on behalf of my/our heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS the Club, WITH RESPECT TO ANY AND ALL INJURY, ILLNESS, DISABILITY, DEATH, FINANCIAL LOSS, or loss or damage to person or property, incidental to my child's involvement or participation in these programs and/or use of the Club's facility(s) and/or equipment, WHETHER ARISING FROM THE NEGLIGENCE OF THE CLUB OR OTHERWISE, to the fullest extent permitted by law; and,
4. I, for myself, my spouse, my child, and on behalf of my/our heirs, assigns, personal representatives and next of kin, HEREBY INDEMNIFY AND HOLD HARMLESS the CLUB from any and all liabilities, including financial loss, incidental to our involvement or participation in these programs and/or use of the Club's facility(s) and/or equipment, EVEN IF ARISING FROM CLUB'S NEGLIGENCE, to the fullest extent permitted by law; and,
5. I, the parent/guardian, assert that I have explained to my child/ward: the risks of the activity, his/her responsibilities for adhering to the rules and regulations, and that my child/ward understands this agreement.

I, for myself, my spouse, my child, HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND IT'S TERMS, UNDERSTAND THAT WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Print Name of Participant: _____

Print Name of Parent/Guardian (If Participant is UNDER 18 years of age):

Signature of Parent/Guardian/Participant (If Participant is 18 years of age):

Date Signed: _____

UNDERSTANDING OF RISK

I understand the seriousness of the risks involved in participating in this program and/or using the Club's facility(s) and equipment, my personal responsibilities for adhering to rules and regulation, and accept them. If participant is 18 years old, the signature below is not required.

Name of Child/Ward: _____

Signature of Child/Ward: _____

Date Signed: _____

2023/2024 SEASON PSVBC PARENT/PLAYER AGREEMENT

This Agreement is by and between Panhandle Youth Volleyball Association, Incorporated, a West Virginia non-profit corporation, dba the Potomac Storm Volleyball Club (PSVBC), it's agents, employees, volunteers, officers, directors, and their spouses, hereinafter known as PSVBC, and the person(s) signing below, individually and collectively, together with their children, spouse, heirs, agents, and assigns, regardless of age, to include the masculine and feminine, both singular and plural, hereinafter known as Parents.

THE UNDERSIGNED PARENTS AND PLAYERS AGREE TO THE FOLLOWING:

1. SPORTSMANSHIP

A. Parents & players will always model good sportsmanship by the way they treat all athletes, coaches, officials, administrators and other parents. If the club is fined due to inappropriate actions, as determined by CHRVA, USAV, AAU, and/or PSVBC, of a player, player's parent, player's grandparent, player's guardian, or any other person related to a player, such fine shall be doubled and paid by the parent or guardian of the player. The player shall not participate in practices or tournaments until such time as the amount has been remitted to PSVBC.

B. Parents will be a supportive and positive about their child's playing experience. They will also support their child's teammates, coaches and parents inside and outside the gym. Parents agree to never post derogatory comments about a player, coach, staff member, competitor, other parent, or PSVBC, on public websites including but not limited to Facebook, Twitter, and Instagram.

C. Parents will always refrain from coaching their child during tournaments or practices/scrimmages.

D. Parents and players agree that not every player will receive equal playing time and that those decisions will be made by the coaches & administration, without input from Parents. Parents & Players agree to support the team at all times.

E. Understanding that infighting can destroy team morale. Parents will encourage their child to resolve any issues on their own before Parents get involved. Parents understand this is part of the player's growth process. When Parents need to communicate concerns to the coaches, Parent understands that it should be done in accordance with the policy outlined herein.

F. Parents who are interested in becoming a coach, referee, or statistician should inform a staff member. The Parent can begin PSVBC training to prepare them for the role.

X _____
Parent(s) Initials

G. Parents agree that there is a “NO CONTACT for 24 hours” rule following competitive play. Cooler heads are inevitably more productive. Any concerns the parent may have will be addressed AFTER the 24- hour period following the game or tournament.

H. Parents agree to learn the rules of volleyball & assist at some PSVBC tournaments.

2. VOLLEYBALL ATTIRE

A. Proper “volleyball attire” is required for all practices and games. This includes the proper club jersey, spandex (black), knee pads, socks, and volleyball shoes when at tournaments. Practice attire should be an appropriate shirt (including but not limited to the practice shirt), spandex, knee pads, socks, and volleyball shoes. During inclement or colder weather, dress appropriately. All attire must represent Potomac Storm VBC favorably. Parents & Players agree not to wear clothing that displays the name of another junior volleyball club and that doing so would be a distraction and could result in removal from practice.

3. PRACTICES & TOURNAMENTS

A. Attendance at practice is mandatory. Missing practice will impact playing time, with few exceptions. Practices are the foundation of everything we do during games. Expect to practice two days a week for approximately two hours each day. Players are expected to spend additional time practicing on their own. It is the Parents responsibility to inform the Coaches if their daughter will be missing a game or practice.

B. Parents must insure that their daughter comes to practices and games at the time designated by the coaching staff, is ready to play, and has the proper equipment and uniform.

C. Parents agree, for health reasons, that their daughter will have her own water bottle.

D. Parent's agree that it is the player's sole responsibility to secure their own belongings, at practices and games.

E. Parents agree that Players must stay in the practice or tournament facility and may not leave the facility without a coach's permission. If a parent/guardian is leaving their child alone with the coaches, they MUST directly communicate this to each member of their team's coaching staff. No child will be left alone by the coaching staff at any time. Every effort must be made to pick up your child, in a timely manner, after games and practices. More than 3 late pickups (without prior written discussion with the coaching staff) will result in a mandatory discussion, between parents/guardians and PSVBC staff, before the child can resume practices.

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Parents Initials

F. Parents agree that during tournaments, players are required to “work” and will be responsible for officiating, score-keeping and calling lines. No player is permitted to leave a tournament site until all “work” responsibilities are completed, unless instructed by their coach. PSVBC will provide opportunities for players to become certified in score-keeping and officiating, through opportunities that CHRVA, AAU, JVA, and/or PSVBC provide. Barring prior approval by the coaching staff, should parents/guardians remove their child prior to completion of the player's work assignment, the player will be suspended for 1 practice or sat for 1 set in the next tournament match.

G. While it is the intent of each coach to be fair, it is very important to note “Travel” Volleyball is not “Rec League” Volleyball. Parents agree that equal playing time is not guaranteed. Coaches and statisticians (court cameras will record all practices & scrimmages) have the responsibility of evaluating players during each practice and tournament. If there is a question about playing time, the player is to request a meeting with their coach, said meeting to occur before or after a scheduled practice, & in the presence of an assistant coach.

H. It is PSVBC's intent to teach each player to improve their volleyball skills and volleyball IQ during the season. This will be done during practice. Parents agree that, during games, players will be placed where they will most benefit the team.

I. Parents are prohibited from coaching their children during games. Parents will refrain from undermining or contradicting the coaching staff's instructions.

J. Parents agree that players are expected to be supportive of their teammates on the court and while on the bench. Poor conduct could result in reduced playing time. Players shall not be disruptive or disrespectful to their coaches or team members, in any manner, while playing or practicing. Players who are found to be disruptive or creating any problems among the team, at any time (including on social media), will be counseled by the coach, club director, and/or a member(s) of the Board of Directors. After counseling, if the disruptive behavior continues, the Board of Directors shall reserve the right to dismiss the player from the club indefinitely.

K. Parents agree not to ask coaches about “playing time”. If Parents feel their daughter is not being given opportunities appropriate to their ability, they can discuss the issue with the board member assigned to their team. Parents do not discuss the concerns during tournaments or in front of players. The board of directors will review video with the club statistician and make a determination as to the team's stats and abilities. The directors will discuss the matter with the statistician, club director, & coaches, and then recommend a course of action.

L. Parents and players agree to cheer positively for all players.

M. Parents agree not to enter upon a court, during play, unless their daughter has suffered an injury.

X_____

Parents Initials

N. Parents agree that player's cell phones are to be put away during practices, unless an exceptional situation requires their daughter to be able to receive a telephone call.

4. COMMITMENT TO PSVBC VOLLEYBALL

A. Parents agree that a player's primary commitment is to his/her team. It is strongly recommended that players do not play on multiple travel teams (multiple sports). Exceptions may be made for players whose ability limits their opportunities within our travel program. If we are not your child's primary commitment, playing time may be significantly reduced to accommodate players who are more committed to the sport and the team's success.

5. ATTITUDE

A. Parents agree that "Attitude" matters. Player use of foul or abusive language, is strictly prohibited. Menacing or threatening behavior towards club administrators, opposing players, teammates, coaches, referees, line judges, or any Parents will result in suspension or expulsion from PSVBC programs.

B. Parents agree that players must be respectful & willing to be "coached". Disrespect towards Coaches and staff will result in restriction of playing time, suspension, or expulsion from the Potomac Storm Volleyball Club's travel programs.

6. CONDUCT VIOLATIONS & SOCIAL MEDIA

A. Parents and players shall not act menacingly toward Parents, players, or PSVBC staff. Any Parents or players, as determined solely by PSVBC, to have acted violently or menacingly, will be asked to immediately leave the facility & may be permanently banned from PSVBC.

B. Parents and players agree not to use foul language or make rude gestures towards other players, Parents, coaches, officials, staff, or opponents.

C. Parents & players agree not to post (on any platform) negative comments regarding PSVBC staff, players, parents, volunteers, or the Potomac Storm Volleyball Club. Violations of this PSVBC policy can result in an expulsion from PSVBC programs.

7. MEDIA LICENSE

A. Parents and players agree that, as a requirement to participate in Potomac Storm VBC programs, Parents freely provide PSVBC with a media license to photograph, video record, and disseminate images and video of players and parents, in the course of marketing and promoting PSVBC programs.

X _____
Parents Initials

8. INSURANCE

A. Travel Volleyball is an expensive undertaking. PSVBC allows payments plans. Team budgets are based on the number of dues paying players, on the team. The dues are necessary to maintain the program and NOT refundable by PSVBC. Parents can insure themselves against a loss of paid club dues, in case of a season ending illness, injury, job loss, etc., by purchasing an insurance plan. One company offering such plans is US Sports Club Insurance. You can view their plans at <https://my.visme.co/view/1jynezjp-sports-fee-insurance-ussci>

B. Unless cleared by PSVBC, Parents are not permitted to enter upon the volleyball court at practices and/or tournaments.

9. LIMITATION OF LIABILITY

A. Parents agree that PSVBC is a non-profit youth sports charity, organized for the purpose of providing the area youth with an opportunity to learn a competitive sport, learn teamwork, build relationships, maintain good health, and provide a positive competitive outlet that could result in a sports scholarship that furthers their education. Parents agree that PSVBC shall have no liability, with respect to the Parents, and hereby agree to hold PSVBC harmless in respect of any claim for any indirect, incidental, consequential, special, punitive, direct, or other damages suffered or incurred by the Parents in connection with any action or omission, on the part of PSVBC, which may arise, including but not limited to any arising out of, or in any way related to, this Agreement, including for any performance or non-performance of any provision, portion, representation, warranty, or transaction related to or contemplated by this Agreement. Should any court of competent jurisdiction void or hold unenforceable the Parents release of liability, then Parents agree that the maximum liability of PSVBC, to the Parents, shall be that pro-rated portion of club dues, for any remaining volleyball practices, of the total of 36 practices, that Parents did not receive. Parents agree that under no theory of law, either known or unknown, shall PSVBC be liable for any amount exceeding the amount paid, by the Parents, to PSVBC. Parents agree that PSVBC shall not be liable, to Parents, for any legal fees, court costs, experts fees, or any other costs or fees, whatsoever, under any theory of law, known or unknown, related to this Agreement, arising out of or in connection with this Agreement, or the performance thereof, however caused, or any liability whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose, or otherwise.

10. OPEN DOOR POLICY

A. PSVBC is dedicated to maintaining an open door policy, with respect to Parents.

X _____
Parent(s) Initials

11. PARENTS/PLAYERS USE OF FACILITY

A. It is the intention of PSVBC to permit, as much as scheduling allows, Parents and players participating in the PSVBC volleyball program, to use the facility for such functions as to PSVBC's directors seems reasonable. Under no circumstances will minors have use of the facility without the presence of a responsible adult. Parents requesting use of the facility, for any event, assume all liability for any damages to the facility as well as damages to or theft of PSVBC property. Parents wishing to use the facility should submit an email to potomacstorm@gmail.com, detailing the event planned, the time and date of the event, the number of people who will be present, and which person will be responsible. The PSVBC directors will review all such requests against the schedule of official events, and contact the Parents requesting to use the facility.

B. It is the intention of PSVBC that all official club meetings will take place at the facility.

12. REPORT PROCEDURE

A. If Parents and/or Players want to file a complaint regarding an allegation of abuse/harassment (verbal or otherwise) against any PSVBC parent, player, or staff member, the Parents and/or Players should contact ANY Board Member, on Team App, and request a private chat.

B. If the issue is NOT involving an allegation of abuse/harassment, the Parents and/or Players should follow these resolution steps,

(1) Players discuss the matter with their Coach before or after practice. If issue is not resolved

(2) Parents submit written statement of issue & desired outcome to any Board Member.

(3) Board of Directors will review information, with Club Director, & make a FINAL decision.

13. PSVBC PLAYING TIME POLICY

A. The PSVBC Board of Directors has determined that players with the BEST STATS, in each position, shall be the starting tournament player (in that position) and shall have earned tournament playing time. As the season progresses, one player's stats may earn them the starting position/playing time over another player who previously was performing at a higher level. The goal of competing, in travel volleyball practice, is to train players to play at a higher skill level. The goal of competing, at travel volleyball tournaments, is to give the team the best statistical chance of winning. That is accomplished by playing the most skilled players. This policy is enforced by the PSVBC Club Director & Club Statistician, and is supervised by the PSVBC President & Board.

X _____
Parent(s) Initials

14. SEVERABILITY CLAUSE

A. If any court, of competent jurisdiction, shall determine that any provision, representation, or warranty of this Agreement is invalid, void, or unenforceable, the remainder of the provisions, representations, and warranties shall continue in full force and effect, without regard to the invalid portion(s).

15. RELEASE OF LIABILITY FOR PARTICIPANTS

A. Parents and Players agree to the terms and conditions of the RELEASE OF LIABILITY FOR USE OF FACILITY AND/OR EQUIPMENT, attached hereto, and that the same document shall be incorporated into this agreement.

16. ADDITIONAL POLICIES

A. Parents agree and understand that PSVBC has additional policies, rules, requirements, terms, & conditions, which are posted on the <https://www.potomacstorm.com> website, and that the same may be amended by the Board of Directors of PSVBC, without notice. Parents agree to abide by any such policies, rules, requirements, terms, & conditions, when posted on the <https://www.potomacstorm.com> website, in addition to the rules outlined in this contract document, and that if there is any contradiction between the terms and conditions of this Agreement and any policies posted to the club's website, the newer policy shall prevail, and continue in full force and effect, and shall be considered as an agreed upon amendment to this Agreement.

ADDITIONAL POLICIES

Pursuant to 2021-22 and 2022-23 SEASON PSVBC PARENT/PLAYER AGREEMENT SECTION 16(A)

I. Parents and Players who have signed the PSVBC PARENT/PLAYER AGREEMENT shall NOT enter into discussions (including through verbal, written, or any electronic means, including but not limited to email, text, and/or any social platform) with any person, firm, corporation, partnership, or other entity, whatsoever, where such discussions involve Potomac Storm Volleyball Club's players, parents, members, staff, and/or coaches joining any other existing or planned volleyball team, club, or organization, during the term of the 2021-22 PSVBC Parent/Player Agreement. Parents and players who have signed the PSVBC PARENT/PLAYER AGREEMENT and are determined to have violated this policy, such determination to be made solely by the President of Panhandle Youth Volleyball Association Incorporated dba Potomac Storm Volleyball Club, shall be subject to immediate expulsion from Potomac Storm Volleyball Club. Parents and Players who engage in the discussions and/or activities described above shall be advised that such actions constitute tortuous interference in the financial contracts of Panhandle Youth Volleyball Association Incorporated dba Potomac Storm Volleyball Club, very likely subject the involved parties to civil liability, and almost certainly would cause financial harm to the Potomac Storm Volleyball Club.

X _____
Parent(s) Initials

II. Parents and Players who have signed the POTOMAC STORM VOLLEYBALL CLUB PARENT/PLAYER AGREEMENT agree and understand that they shall NOT threaten, denigrate, insult, or demean Potomac Storm Volleyball Club coaches, players, parents, or staff, (whether such comments are verbal, written, or transmitted via any electronic means, including but not limited to email, text, and/or any social platform, including TeamApp), and further agree that such action shall justify immediate removal of the offending Parent(s) and their Player(s) from the Potomac Storm Volleyball Club's program and it is understood that all payments made by the said Parent(s) and their Player(s) shall be forfeited to Potomac Storm Volleyball Club.

III. Parents and Players who have signed the POTOMAC STORM VOLLEYBALL CLUB PARENT/PLAYER AGREEMENT agree and understand that comments of a profane and/or vulgar nature, whether such comments are verbal, written, or transmitted via any electronic means, including but not limited to email, text, and/or any social platform, including TeamApp, and which are directed at/to Potomac Storm Volleyball Club staff, players, or parents, ESPECIALLY comments regarding human sexual reproductive organs, are understood to be harassment and/or sexual harassment and shall be understood to justify immediate removal of the offending Parents(s) and their Player(s) from the Potomac Storm Volleyball program and willful forfeiture of all amounts paid to Potomac Storm Volleyball Club.

IV. Parents and Players who have signed the POTOMAC STORM VOLLEYBALL CLUB PARENT/PLAYER AGREEMENT agree and understand that Players shall NOT skip practices, as doing so affects the entire team and coaches. Players who skip a team practice, without written pre-approval of the PSVBC Club Director (copied to the Potomac Storm Volleyball Club President), shall NOT play in the first set of the next tournament. If a player skips two practices, without the written pre-approval of the PSVBC Club Director (copied to the Potomac Storm Volleyball Club President), the player shall NOT participate in the next tournament. If a player is late for a tournament match, the player shall not participate in the remainder of the tournament. If a player misses/skips three practices or is late for 3 tournament matches, without the written pre-approval of the Club Director (said request copied to the President of the Potomac Storm Volleyball Club), the player shall be understood to have voluntarily quit the Potomac Storm Volleyball Club program and forfeited all amounts paid to Potomac Storm Volleyball Club.

V. Parents and/or Players who have signed the POTOMAC STORM VOLLEYBALL CLUB PARENT/PLAYER AGREEMENT agree and understand that if they are determined (by the President of Potomac Storm Volleyball Club) to have demeaned any volleyball club, any volleyball club's facilities, or any volleyball club's staff, regardless of whether such comments are verbal, written, or transmitted via any electronic means, including but not limited to email, text, and/or any social platform, including TeamApp, shall be understood to have voluntarily quit the Potomac Storm Volleyball Club program and forfeited all amounts paid to Potomac Storm Volleyball Club.

X _____
Parent(s) Initials

VI. Parents and/or Players who have signed the POTOMAC STORM VOLLEYBALL CLUB PARENT/PLAYER AGREEMENT agree and understand that exposure to the Coronavirus can cause severe illness, result in cancelled practices and tournaments, require expensive and time consuming closure and sanitizing of the Potomac Storm Volleyball Club gym, and result in financial harm to the Potomac Storm Volleyball Club, and as such the Potomac Storm Volleyball Club has enacted COVID specific rules, which include closing Potomac Storm Volleyball Club's gym to parents, UNLESS during specific events where advance written notice is provided that parents shall be allowed to enter therein. Any parent or player witnessed, by Potomac Storm Volleyball Club's staff, entering the Potomac Storm Volleyball Club's gym without written permission and/or entering without a properly worn mask, shall be understood to willfully endangered the Potomac Storm Volleyball Club's staff and Players, and the offending Parent(s) and their Player(s) shall be understood to have voluntarily quit the Potomac Storm Volleyball Club program and forfeited all amounts paid to the Potomac Storm Volleyball Club.

17. FUNDRAISING

A. All fund-raising must be approved by the PSVBC Board of Directors, and supervised by a Fund-Raising Director/Coordinator, appointed by the PSVBC President, in order to ensure full compliance with state and federal regulations. Once a fund-raising plan has been approved in writing, and held, funds must be submitted to PSVBC's Treasurer within 24 hours. The funds will be deposited into the non profit's bank account, to insure an accurate tax filing. The funds will be earmarked for the team that raised them and used for allowed expenditures for that team. ALL teams are expected to participate in club wide fundraisers, which benefit every team & player. Parents who do not submit fund raising moneys, within 24 hours, shall be suspended from PSVBC (unless arrangements are made) until the funds are remitted for deposit.

18. REFUNDS POLICY

A. Travel Volleyball is an expensive undertaking. PSVBC allows payments plans. Team budgets are based on the number of dues paying players, on the team. The dues are necessary to maintain the program and NOT refundable by PSVBC, regardless of any verbal or written claim indicating otherwise.

19. ENTIRE AGREEMENT

A. This seven (7) page Agreement, together with all other documents incorporated or referred to herein, including the ADDITIONAL POLICIES, referenced under section 16(A), and the incorporated RELEASE OF LIABILITY FOR PARTICIPANTS, referenced under section 15(A), supersede all understandings and constitute the entire agreement existing between the parties respecting the subject matter of this Agreement, and neither party shall be entitled to any benefits other than as specified. PARENTS AGREE that they have read this Agreement, fully understand it's terms and conditions and how it affects their rights, and HAVE INITIALED AND/OR SIGNED ALL TEN (10) PAGES OF THIS AGREEMENT, as well as the incorporated RELEASE OF LIABILITY FOR PARTICIPANTS.

1.X _____
Parent(s) Initials

IN WITNESS WHEREOF, the undersigned have executed this Agreement freely and voluntarily, without any inducement, and on the date indicated below.

X _____	_____
Player's Signature / Date	Player's Printed Name

X _____	_____
Parents Signature / Date	Parents Printed Name