

10-12U INSTRUCTIONAL SEASON CONTRACT

This contract is made and entered into this ____ day of October, 2009 by and between Diamond Elite Volleyball Academy (Club), an Illinois corporation and _____ being the parent/guardian of _____(player).

WITNESSETH:

WHEREAS, Diamond Elite has agreed that _____ (player) shall be a player in one of the teams of the Club and in consideration of the Club allowing him/her to be a player in the Club, his/her Parent/Guardian has agreed to the payment of all fees of the Club as set forth in this Contract and agrees to pay additional costs & fees, including, but not limited to the team tournament dues and penalty fees for late payments or missed referee duties. The parent has viewed the payment breakdown page and is aware of the cost structure.

NOW, THEREFORE, in consideration of the mutual covenants and agreements by and between the Club and the Parent/Guardian, and other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, including, but not limited to, the Club allowing him/her to be a player in the Club, subject to all of the applicable rules and guidelines of the Club, the parties hereto agree as follows:

1. The Parent/Guardian agrees to pay to the Club all fees due to the Club, in the total amount of \$ 300, as follows:
 - a) \$ 200 due on the date of execution of this Contract.
 - AND
 - b) \$ 100 due on December 1, 2009.

**There will be a \$5 late fee if the payment is not postmarked by the due date.
Uniform Fees will be due on Nov. 8, 2009.**
2. The Parent/Guardian agrees that in the event the Parent/Guardian defaults in the payment of any of their obligations to the Club, or other obligations to the Club, whether set forth in this Contract or in any other document, the Parent/Guardian has executed or will execute with the Club, the Club shall have the right to exercise any and all rights it may have in law and/or in equity against the Parent/Guardian. In addition, Parent/Guardian acknowledges and agrees that in the event of a default by the Parent/Guardian under the Contract, in the failure of timely pay any monies due to the club under the Contract, the Club reserves the right in the event of such default to prohibit the daughter of the Parent/Guardian from participation in any club events, including practices & tournaments, until timely payment of all accrued obligations of the Parent/Guardian is received by the Club as well as reserving the right to prohibit the daughter of the Parent/Guardian in the event of such a default to practice with her Club team. In the event of a default by Parent/Guardian of any of their obligations under this Contract, the Club in any action or proceeding in any court in connection therewith shall be entitled to recover from Parent/Guardian all of the Club's relating costs and expenses, including reasonable attorney's fees and associated court fees.
3. In the event of a conflict between the terms of this Contract and terms of any other agreement executed by Parent/Guardian relating to the Club, the terms of this Contract shall control.
4. No waiver of any breach of any provision of this Contract shall constitute a waiver of any prior or subsequent breach of the same provision or a waiver of any breach of any other provision. No waiver shall be effective unless made in writing and signed by an authorized representative of the Club and the Parent/Guardian.
5. This Contract shall become binding and effective three (3) days from the date of this signed contract.
6. Time is of the essence of the Contract. Whenever a date certain is stated or provided for the payment of a sum of money or the performance of a certain act or thing, the same enters into and becomes a part of the consideration hereof.
7. In the event this Contract is executed by more than one Parent/Guardian, all obligations of each Parent/Guardian under this Contract shall be joint and several.
8. This Contract shall be binding upon and shall insure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.
9. By the use of facilities provided by the Club, the member expressly agrees that the Club shall not be liable for any damages arising from personal injuries sustained by the member or her 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, employees and agents from any and all claims, demands, damages, rights 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 of the said 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.

This contract has been executed on the day and year first above written.

CLUB:

PARENT/GUARDIAN SIGNATURE

DIAMOND ELITE VOLLEYBALL ACADEMY

BY: RYAN SUMMERS

Officer

Printed Name: _____