

Please enter preferred e-mail for club communications: _____

WELCOME TO KAIZEN VOLLEYBALL CLUB

We are excited for you to join our volleyball family! Accepting a position with Kaizen Volleyball Development Club (“Kaizen”) is a commitment to continuously improving yourself not only as a player, but as a person as well. This commitment involves you, your family, and your team.

To ensure we all understand what this commitment is, we have outlined both the Player Responsibilities Contract and Parental Responsibilities Contract on the next few pages. We also have included the Kaizen Club Conduct Guidelines below.

Please read each page carefully. Should you have any questions and/or concerns please do not hesitate to ask or get clarification.

On the Player Responsibilities Contract, please initial by each rule to indicating you understand what is expected from you, the player.

On the Parental Responsibilities Contract, please initial by each rule indicating you understand your responsibility as the parent and what is expected of you to help our coaching staff improve your players’ volleyball experience with our club.

Sign and date the contract acknowledging your understanding of the commitment, responsibilities and behavior inherent with your membership in the Kaizen family.

Thank you for giving us the opportunity to work with your player and help continue improving their volleyball skills.

Kaizen Volleyball Development Club

PLAYER'S RESPONSIBILITIES CONTRACT

Parents/Guardians, please review the following with the player, and initial each item to signify that he/she understands and agrees that as a player representing the Kaizen Volleyball Development Club ("Kaizen"), they must adhere to the following rules and guidelines (players age 18 or older can complete for themselves that they understand and agree).

_____ (print player's name) reviewed and agrees to abide by the following guidelines (please initial by each statement):

_____ He/she/I will treat coaches, teammates, fellow players, and opponents with respect.

_____ He/she/I will demonstrate and display a positive work ethic at all times.

_____ He/she/I will, to the extent reasonable, notify my coach 24 hours in advance of any foreseen absences from practice, tournaments, and/or competitions.

_____ He/she/I understand I will attend all practices, tournaments, and/or competitions, and arrive prepared at the times specified by my coach, unless I have notified my coach prior to the event(s).

_____ He/she/I understand playing time is not guaranteed during tournaments and/or competitions, and that I will support and respect my team and coaches.

_____ He/she/I WILL NOT use offensive language or behavior towards coaches, my peers, teammates, fellow players and/or opponents, and will not initiate any inappropriate behavior on or off the court while representing Kaizen.

_____ He/she/I WILL NOT possess, be in possession of, or be under the influence of any harmful drugs, alcohol, and/or abuse medication, and furthermore will not bring any harmful weapons to Kaizen events.

_____ He/she/I WILL NOT engage in any bullying of any kind. This includes both in-person bullying and cyber-bullying (i.e. social media such as Facebook, Snapchat, Instagram, etc...).

_____ He/she/I will strive to be a team player, and not act or otherwise do anything to harm the team or disrupt the team dynamics, whether on or off the court.

_____ He/she/I understand and agree to follow and obey the rules and Code of Conduct set forth by USA Volleyball.

_____ Serious or repeat Player violations can result in a dismissal from the team at the discretion of the Coach and/or Club Board of Directors.

Parent/Guardian/Player (if 18 or older) Signature

Date

PARENT/GUARDIAN RESPONSIBILITIES CONTRACT

-If Player is 18 or older, complete this portion of the contract yourself-

As a parent/guardian representing the Kaizen Volleyball Development Club (“Kaizen”), I agree to the following rules and guidelines. I understand should I not abide by the rules and guidelines outlined below, my child can be dismissed from Kaizen and no longer be allowed to play for a Kaizen team.

I _____ (print full name, if Player is 18 or older they can complete) state (please initial by each statement):

_____ I will support the other players’ efforts to improve their volleyball skills and themselves, and the coaches efforts in advancement thereof.

_____ I understand and agree to transport player(s) to and from practices, tournaments, and/or other Kaizen activities. If I am unable to, I will make arrangements prior to the activities to ensure my child/children is/are prepared and arrive at the time specified by the coach/coaches. If this section is completed out by the adult player, I agree to attend events as scheduled.

_____ I will allow the coaches to evaluate, coach and manage the team without interference.

_____ I will not approach a coach/coaches to discuss or express a grievance regarding the performance of my child (if applicable), the team, and or the coaching decisions until 24 hours after a tournament has ended.

_____ I understand that play time is not guaranteed during tournaments, but participation in practices and/or tournaments are important for both the player and the team.

_____ I will not make any negative, derogatory comments concerning the decisions of the Coaches, Kaizen and/or the Board of Directors in person and/or on social media.

_____ I understand should I have any questions and or concerns, I will first discuss the issue with the Coach/Coaches. If necessary, I will make an appointment with the Board of Directors and Coach to address my concerns.

_____ I will support the team, and not act or do anything to interfere with the team or disrupt the team dynamics (whether as relates to the players, other parents, the club, or otherwise).

_____ I understand and agree to follow and obey the rules and Code of Conduct set forth by USA Volleyball.

_____ Serious or repeat Parent/Guardian violations can result in a dismissal of their child/children from the team at the discretion of the Coach, and/or the Board of Directors.

Parent/Guardian/Player (if 18 or older) Signature

Date

TRAVEL RULES & RESPONSIBILITIES

Kaizen Volleyball Development Club ("Kaizen") participates in tournaments both within the local area and/or out of state (whether, and the extent to which teams play in out of state tournaments depends on age and competitive level). When traveling, as a representative of Kaizen, we ask that the following rules be adhered to for the safety of our players and families coming to support Kaizen. I understand I will be financially responsible for hotel accommodations, parking fees, tournament spectator entry fees (Kaizen is responsible for all team entry fees) and/or food unless, and to the extent, it has been predetermined our team will set up a food table for the players.

Local Tournaments:

Players are expected to arrive prepared and ready to play as directed by their team Coach/Coaches.

Other Parents of Players who are transporting non-related team members to the tournaments must have approval of the non-related player's/players' parents/guardians prior to the tournament(s).

Out-of-State Tournaments:

Many of the out of state tournaments are stay and play, meaning that players have to stay at designated hotels. Accordingly, hotel reservations will be made by, or in coordination with, the coaches/team representatives. When staying at the hotel, please ensure the following rules are adhered to:

- Players under the age of 18 will not stay in a hotel room without adult supervision.
- Players will conduct themselves according to the Kaizen Volleyball Club and USA Volleyball Code of Conduct Rules and Policies.
- Players will not drive to a tournament without a parent/guardian unless it has been arranged prior to the tournament and approved by the player's Coach.

By signing below, I/we understand and agree to participate in the 2023/2024 Kaizen Volleyball Development Club season. I/We understand that signing this contract commits us to Kaizen for the 2023/2024 volleyball season. As the player and parent/guardian, we understand the commitment we are making.

Printed Player Name: _____

Parent/Guardian/Player if over 18 Signature: _____

Date: _____

CLUB MEMBERSHIP AND CLUB DUES/FEES

Membership entitles the player to participate in practices and tournaments for the 2023-2024 season designated by the Kaizen Volleyball Development Club (the “Club”).

Equal opportunity will be provided during practice, however, on-court time during tournaments may not be equal and will be determined by the Coach/Coaches.

I accept membership to the Club for the 2023-2024 volleyball season. I understand the fees stated below do not include fees for any post season costs.

By signing this contract I agree to pay the dues associated with the team I/my child is playing on for the 2023-2024 season (this amount may be reduced if, and to the extent that, a scholarship application is subsequently approved by the Kaizen Board of Directors), as said dues are detailed on the attached schedule. If the amount is paid in full on Signing Day (when contracts signed, turned in) the price will be discounted by 5%. If the fees are not paid in full on Signing Day, then 30% of the full amount will be due on Signing Day (the “Signing Day Membership Fee”), with the remainder being divided into equal installments due on or before each of the following dates: November 15, 2023, January 15, 2024, February 15, 2024, and March 15, 2024 (note that no installment will be due in December out of respect for the costs most people incur over the holidays). If these dates do not work for any reason, please contact the Kaizen Treasurer (Jennifer Van Meir) to see if an alternative payment schedule can be arranged.

Note that the above fees do not cover travel related costs for the player, such as those related to transportation, lodging, and food.

If installments and any other amounts due are not paid by the above due dates then I understand that I, or my/our child, will not be allowed to practice or complete in tournaments until any amount past due has been paid.

I understand that REFUNDS WILL ONLY BE GIVEN UNDER LIMITED CIRCUMSTANCES as provided for under the Club’s refund policy attached hereto should I, or my/our child, be unable to complete the season for any reason.

If my, or my/our child’s, team decides to compete in either the USAV or AAU Nationals tournaments, I understand that there will be a supplemental charge of \$600 to cover coaches salary, court rental, tournament entry fee, and other costs

incurred by the Club related to training for and competing in Nationals (as these tournaments are each occur about a month after the end of the normal season). If the team decides to compete in both the AAU and USAV Nationals, there will be an additional charge related to the travel costs of sending coaches to the second tournament, to be determined when the decision to compete is made. I further understand that this supplemental charge will not cover my, my/our child's, individual transportation, hotel, and food costs.

I agree to all the conditions stated above.

Player Name: _____

Parent/Guardian Name/Player (if 18 or older) signature: _____

Date: _____



DUES SCHEDULE

To be added



KAIZEN REFUND POLICY

2023-2024 Season

Kaizen's ability to offer refunds is constrained by the fact that we will continually be incurring costs on behalf of each player and their team. In addition to the salary commitments Kaizen has made to our coaches, we are ordering jerseys, enrolling in tournaments (entry fees range from \$150 to \$800 per tournament), and incurring other costs related to operating our program.

Still, we realize that unforeseen circumstances may arise that may make it impossible for you/your child to complete the season, and if so we do not want you to have to worry about honoring your contract's financial commitments. Accordingly, in the event that you/your child can no longer play volleyball on a Kaizen team for any reason (including cancelation of the season by USA Volleyball), we are happy to offer refunds according to the following schedule:

- 1) **Signing Day Membership Fee** – The 30% due at signing effectively covers the costs of the uniforms, which are usually ordered within a day or two following signing. Accordingly, after the jerseys have been ordered the 30% initial deposit will not be refundable unless the club finds another player to use the jersey.
- 2) If paying in installments, any installment due will become non-refundable after the due date. If a payment was for an amount greater than the amount due, and the excess was not entirely attributed to make up for an amount previously in arrears or otherwise due (as would be the case of the excess being applied towards a subsequent installment on its due date), then any such overpayment shall be refundable.
- 3) If the entire amount due was paid on Signing Day (the discounted paid in full fee), any portion attributable to the period after the cessation of play shall be refundable. In determining any such refundable amount the following shall apply: a) 30% of the discounted paid in full fee shall be considered the Signing Day Membership Fee and non-refundable after jerseys are ordered per above; b) the remaining 70% of the discounted paid in full fee shall be divided into equal installments, treated as if due and payable on November 15, 2023, January 15, 2024, February 15, 2024, and March 15, 2024; with c) the amount attributable to any installments due after the date on which I, or my/our child, withdrew from participation being refundable.

- 4) Any refunds made after March 15, 2024 will be at the discretion of the Kaizen Board of Directors.

Thank you for understanding the interests we are trying to equitably balance. If you, or your child, have in the past belonged to a sports club that did not offer refunds under any circumstances – welcome to Kaizen!



KAIZEN VOLLEYBALL

LIABILITY WAIVER AGREEMENT

Athlete's Name: _____ Age: _____ Birthdate: _____

In consideration for being permitted to participate in activities sponsored by, and use the facilities and equipment provided by, Kaizen Volleyball Development Club ("Kaizen"), I - or if I am under the age of eighteen (18), then my parent and/or legal guardian on my behalf - agree to the following liability waiver agreement ("Agreement"):

ASSUMPTION OF RISK: I acknowledge that volleyball, like any sporting event, can be an extreme test of a person's physical and mental abilities and limitations, and that my participation in any volleyball event can result in serious injury, death, or property damage. With full knowledge of the potential risks **I HEREBY ELECT TO VOLUNTARILY PARTICIPATE IN VOLLEYBALL EVENTS AND ACTIVITIES, TO VOLUNTARILY ENTER INTO THE FACILITIES AFFILIATED WITH, OR SPONSORED BY KAIZEN, AND TO VOLUNTARILY UTILIZE ANY AND ALL ASSOCIATED EQUIPMENT** and furthermore **I VOLUNTARILY ASSUME ANY AND ALL RISKS ASSOCIATED WITH PARTICIPATING IN A VOLLEYBALL OR KAIZEN RELATED ACTIVITY OR EVENT.**

INDEMNIFICATION: I hereby additionally agree to indemnify and hold Kaizen harmless, both on behalf of myself, my executors, heirs, successors and assigns, from and for any loss, liability, damage or costs incurred by myself and/or any other persons, organizations, and entities stemming from or caused by my participation in any volleyball related activities, and any activity sponsored by, or affiliated with, Kaizen. It is my express intent that this Agreement serve as binding release, waiver, discharge and covenant not to sue Kaizen.

COVID-19 (and other illness) RELEASE: I fully understand that volleyball requires physical exertion in close proximity to others, that by participating in volleyball related activities I may be exposed to Covid-19 and other illnesses, and that such exposure may potentially cause harm to myself and people with whom I may come into contact. **I VOLUNATARILY, WITH FULL UNDERSTANDING OF THE RISKS ASSOCIATED WITH EXPOSURE TO COVID-19 AND ANY OTHER ILLNESS, ASSUME FULLY RESPONSIBILITY FOR ANY INFECTION, SUBSEQUENT INFECTION, DIAGNOSIS, AND/OR CONTRACTION OF COVID-19 AND ANY OTHER ILLNESS, WHETHER RELATED TO KAIZEN OR ANY OTHER VOLLEYBALL RELATED ACTIVITY, PERSON, OR ENTITY, OR THE NEGLIGENCE OF KAIZEN OR ANY OTHER VOLLEYBALL RELATED ACTIVITY, PERSON, OR ENTITY.**

MEDICAL AUTHORIZATION: In the event that I am injured during any activity sponsored by, or affiliated with, Kaizen, I give Kaizen, its coaches, representatives, agents, and/or associates, including the employees, representatives, and/or agents of any venue where I may be participating in a Kaizen volleyball related activity, permission to arrange for any and all medically necessary treatment, and I shall be financially responsible for any such treatment.

CHOICE OF LAW/SEVERANCE: I agree that this Agreement shall be construed and enforced in accordance with the laws of the State of Oklahoma. I further agree that if any provision or portion of this Agreement may be held invalid or unenforceable for any reason, that the remaining provisions shall continue in full force and effect as if the invalidated provision or provisions were not party of the Agreement. If a court shall find that any provision of portion of this Agreement is invalid or unenforceable, but that limiting or reconstructing any such provision of the Agreement that such provision would be valid or enforceable, then any such provision shall be deemed as having been drafted, written, construed, and enforced as so limited or reconstructed.

TERMINATION/EXPIRATION: This Agreement shall be effective as of the date this Agreement is acknowledged, accepted, and agreed to, and shall remain in effect until terminated in writing by myself, or after the completion of my last participation in any event or activity sponsored by, or affiliated with, Kaizen.

Parent/Guardian/ Player's (if 18 or older) Signature: _____

Relationship to Athlete (if athlete enter "self"): _____

