

## 2015-2016 Mid-South Fencers' Club Membership Enrollment Form

Fencer's Name: \_\_\_\_\_ Birth date: \_\_\_\_\_

Parent/Guardian: \_\_\_\_\_

Primary Email Address: \_\_\_\_\_

Primary Street Address: \_\_\_\_\_

City, State & Zip: \_\_\_\_\_

First Emergency Contact and Phone #: \_\_\_\_\_

Second Emergency Contact and Phone #: \_\_\_\_\_

Athlete Physical Limitations/Concerns:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### Membership Services, Policies and Procedures For Mid-South Fencers' Club, Inc.

#### Membership Plans and Service Outlines:

Membership supports the vitality of our club with regular financial support. There are four different levels of membership available, including bundled membership options for those who wish to support the club at a higher level and take greater advantage of the club's amenities.

Note: Memberships with Mid-South are full-year contracts with a service commencement and termination date.

#### Basic & Basic + 1 Membership

- Includes full access to club during hours of operation and access to all open bouts sessions.
- Club discounts, reduced Class Pass rates, and discounted bundled individual lesson cards.
- \$60 monthly, paid by automatic payment on the 1st of the month or
- \$115 monthly, paid by automatic payment on the 1st of the month, to include 5 monthly group classes.

#### Competitive Membership

- Includes all Basic Membership amenities plus access to an unlimited number of member practices, classes, fitness & yoga training, coaching at local regional, national and international events and member discounts.
- \$190 monthly or \$2,280 annually

### **Competitive Bundled Membership**

- Includes the same benefits of the Competitive Membership; plus participation fees are waived in all Mid-South club tournaments, clinics and camps. (Membership does not include entry fees to RYCs, RJCCs or national qualifying events hosted on site.) This membership generally includes two individual 30-minute lessons weekly, coach and student availability. This membership is ideal for fencers who are competing regularly in the USA Fencing regional and national circuits.
- \$600 monthly or \$7,200 annually

### **Developing Competitive Membership**

- Includes two weekly practice sessions at your appropriate developmental level and four 20-minute lessons monthly.
- \$225 monthly or \$2,700 annually

*All competitive members must designate Mid-South as their primary fencing club.  
All members of the club must maintain membership with US Fencing.*

**For further information about the benefits of membership, please visit:  
<http://midsouthfencersclub.org/memberships/>**

**Virtual Class Pass Card:** Basic members who want to enhance their training in practices or classes can pay per visit or purchase a Class Pass Card to be used when so desired with an expiration date of one year from purchase. Cost for any drop-in member practice is \$16 and discounted bundled Class Passes are available for \$140 for 10 visits or \$190 for 15 visits. The Basic + 1 membership bundles 5 member practices plus unlimited open bouting into one monthly payment of \$115 per month.

### **Individual Lesson Sign-Up Form and Policies:**

Regularly scheduled lessons (recurring) will be assigned by the coaching staff based on availability. Member lesson rates are \$270 for nine individual 20-minute lessons, and \$405 for nine individual 30-minute lessons. Bundled Competitive Members will be scheduled to take two 30-minute, or three 20-minute lessons weekly and Developing Competitive Members will need to schedule their four lessons month by month online. When determining start times please allow 10 minutes for a complete warm-up before your start time.

### **General Membership Policies**

**US Fencing Membership:** Mid-South Fencers' Club, Inc. requires club members to join US Fencing and if you are a competitive member, designate Mid-South Fencers' Club as their primary club. Information can be found at [www.usfencing.org](http://www.usfencing.org). Please attach proof of membership with this form.

**Payment Policies:** Contract payments are managed via the athlete's MindBody Online account; all members should be familiar with their account and login information. Members are expected to keep a valid credit card on file at all times. MindBody Online processes member payments on the 1st of each month by either automatically charging the credit card on file or debiting the athlete's club account if the client has elected to pay by cash, check, or bank check. Payment options vary by membership level as detailed in the payment plan section. Our

preferred methods of payment are by check, cash or automatic bank payments. Automatic bank payments should be mailed to: 125 N. Gregson Street, Durham, NC 27701.

If membership dues have not been received by the 10th of the month, the outstanding balance in addition to a \$25 late fee will be charged automatically to the credit card on file. If the member has an outstanding balance that has not been resolved, they will accrue monthly interest charges at a rate of a 5% per month. We reserve the right to stop providing services if payments are not made. A \$30 fee will be assessed for any returned checks.

MSFC reserves the the right to automatically charge the credit card on file for additional practices, open bouts, individual lessons, coach travel fees and any additional services that have been rendered outside the scope of the contract.

**Lesson Policies:** Individual lessons may be scheduled, changed, modified, or canceled up to 6 hours prior to the scheduled start time via the MindBody Online system. We encourage members to download the Mindbody Connect app to their smartphone. "No shows" and late cancellations will result in the lesson being deducted from the virtual lesson card. If the client does not have an active lesson card series, the lesson will be charged to their account per our payment policies. Coaching staff reserves the right to adjust the lesson schedule between coaches as needed.

**Club Closures:** Please note we are closed for one full week in July, one week around the winter holiday and reserve the right to close the club for vacation, announced holidays or club maintenance. In the case of inclement weather, closures will be posted on our website and social media outlets.

**Injury & Illness Policy:** If for any reason (injury, prolonged sickness) a student is unable to participate in classes or lessons, your membership may be put on injury hold. The term of the contract may be extended for the length of the suspension period.

**Equipment Use & Safety:** Participants agree to abide by all written and verbal safety instructions and use all the equipment in a manner outlined by US Fencing and Mid-South as written in the Athlete Manual. Failure to abide by this safety etiquette will result in removal from participation without refund. Damage of club equipment and/or damage to the training facility from use not in a manner prescribed by Mid-South or its instructors will result in the cost of replacement being charged to the responsible party.

**Equipment:** Members must maintain and provide their own equipment or be charged a \$20 monthly rental fee. Full competitive gear must be worn, including an underarm protector and fencing pants. In addition, equipment must be maintained at an appropriate functioning and safety level at all times, ( i.e. working electrical equipment, no holes in gloves or rips in masks and jackets).

**Tournament Travel:** Our general policy for coach attendance at regional and national tournaments is if fewer than six athletes are attending, a coach will contact the members to make the best decision for the team on determining if a coach should attend. For Regional and National events where it is decided a coach will attend, each Mid-South member will pay a prorated amount of the expense to send a coach.

*For example: NAC A involves 10 Mid-South competitive members who have registered to participate. The cost to send a coach is \$1000. Ten members pay \$100 before the start of the tournament to pay for coaches' expenses.*

Travel fees cannot be refunded due to late withdrawal from tournaments. Please use the travel board to communicate attendance to various tournaments throughout the season and to assist with planning. Please note, due to the nature of Summer Nationals, travel fee division between members may also correlate to number of events each participant competes in.

Any non-competitive members who wishes to receive coaching at any Regional or National event must pay an additional \$50 coaching fee in addition to their portion of the coaching travel fee.

**Photo Release:** MSFC is hereby granted permission to take photographs and video of students for use in brochures, websites, posters, social media and other promotional materials. It is \_\_\_\_\_ approved \_\_\_\_\_ not approved for the fencer's name to be published next to the photograph or video.

**Transportation Policies:** No Mid-South staff will transport a minor member in their own vehicle without prior consent of the parent or guardian.

**Lockers:** Lockers are available for rent for for all membership levels. Metal locker rental is included in the Bundled Competitive membership plan. Cubbies are available to use for all members for \$5 monthly fee (\$60 annually) and based on availability, metal lockers can be rented for \$150 annually.

**Membership Status:** The head coach reserves the right to deny membership based on perceived level of responsibility and accountability as demonstrated by the individual. When the coaches feel actions or behaviors warrant, we reserve the right to downgrade membership level, and suspend class and/or open bouting participation. Due effort will be made to consult with the parties involved and conclude with a reasonable agreement by all to maintain high safety standards, class quality and individual integrity. Actions that warrant additional attention will be addressed as follows by the coach:

**1st Incident:** Meeting with student, as well as with parents if present. Otherwise, follow-up will occur by email or phone in a timely manner to responsible parties.

**2nd Incident:** Parent/student meeting with coach, including a written plan outlining the consequences.

**3rd Incident:** Removal from class or club and/or loss of membership privileges.

#### **Code of Conduct:**

- All participants and guests of Mid-South are to treat all other participants, guests, staff and instructors at all times in a manner free of discrimination or harassment. We do not discriminate on the basis of race, color, religion, gender, or sexual orientation.
- All participants are expected to exercise good judgment as to the degree of force in fencing that is reasonable and appropriate in relation to age, size and experience level of their opponent.
- Fencing encounters are to be conducted in a respectful and courteous manner. All participants are expected to salute their opponents, shake hands and thank the referee before and after each encounter. Fencers are expected to greet members, coaches and staff when entering and exiting the facility or during training or tournament participation.

- If at any time a participant or guest threatens the safety or well being of another individual, any staff member can immediately remove the threatening participants or guests from the premises. Club authorities have full rights to determine actions needed to remove or revoke participation in a club activity and membership privileges.

***I agree to adhere to the Mid-South Fencers' Club, Inc. Code of Conduct and Club Policies and Procedures as outlined here and in the Fencers' Manual. If I am less than 18 years of age or a minor under the laws of my state of legal residence, my parent or guardian will acknowledge my commitment.***

***Fencer or Parent/Legal Guardian's***

***Signature*** \_\_\_\_\_ ***Date:*** \_\_\_\_\_

## **Liability and Waiver**

**Important, Please Read Carefully.** This document affects your legal rights. It must be signed by you, the Participant, or if a minor, your parent or legal guardian, if you are participating in activities offered by Mid-South Fencers' Club, Inc. (the "Club"). The parent or guardian agrees to these terms individually and on behalf of the minor. Only the parent or legally appointed guardian may sign for a minor.

In consideration of the opportunity to participate in activities offered by the Club, or to use equipment provided or made available by the Club, Participant, and the parent or guardian of a minor Participant, understand, acknowledge and agree as follows:

The services of the Club include instruction in the sport of fencing, providing certain facilities and equipment for fencing, group outings, and general athletic and training activities. The Club may also from time-to-time offer transportation and lodging to events or activities to Participants.

Fencing is a combat sport requiring good athletic conditioning. Participant acknowledges and understands that the activities may be dangerous and may include risks that are inherent and cannot be reasonably avoided without changing the nature of the activity. Such risks include the actions of other participants, which cannot be controlled by the Club.

Participant accepts full responsibility for determining Participant's medical, physical or other qualifications or suitability for participating in the activities. The Club and its coaches have no obligation to verify the fencer's physical condition to engage in fencing; rather that obligation rests with the Participant and the Participant's parents or guardians (if applicable).

### **Acknowledgement, Assumption of the Risks and Release**

As an adult Participant, or as the parent or guardian of a minor Participant, I agree, for myself and on behalf of the minor Participant for whom I am signing, as follows: I understand the nature of the services and activities and their risks. I acknowledge and expressly assume all risks of activities, whether or not described above, known or unknown, and inherent or otherwise. I take full responsibility for any injury or loss, which I (or a minor child for whom I sign) may suffer, arising in whole or in part out of such activities.

I release the Club, its employees, contractors, volunteers, directors and owners (collectively and individually the "Released Parties") from any and all claims of injury or loss which I, or the minor child for whom I sign, may suffer, arising out of or in any way related to my, or the child's, enrollment in or participation in the activities of the Club or the use of the facilities and equipment. Neither I, the minor child, nor anyone acting on our behalf (individually or collectively) will bring suit or otherwise assert any such claims against a Released Party.

I will indemnify (that is, defend and satisfy by payment or reimbursement, including costs and attorney's fees) each Released Party from any claim of liability, including one brought by or for a minor child for whom I sign, a co-participant in any activities of the Club, anyone providing assistance, a member of my, or the minor child's family, or anyone else, asserting a loss arising out of or in any way related to my, or the child's, enrollment in or participation in the activities of the Club or the use of its facilities or equipment.

The agreements of this release and indemnification above include claims arising in whole or in part from negligent (but not grossly negligent, reckless or intentionally wrong) acts or omissions of Released Parties or any of them, and all other claims, including for personal injury, wrongful death, property damage, products liability (including strict liability), breach of contract or warranty, or otherwise. The agreements are intended to be enforced to the fullest extent allowed by law, and to be binding on me as Participant and on me as parent or guardian of a minor Participant individually and on behalf of the minor for whom I sign.

I authorize the Club to provide or obtain for me, or the minor child for whom I sign, such medical care as the Club considers necessary or appropriate, and I agree to pay for all costs associated with such care and related transportation.

This agreement is entered into voluntarily, and after careful consideration. Its terms cannot be amended except in writing. I understand that it is binding to the fullest extent allowed by law, upon all persons signing below, our respective heirs, executors, assigns, administrators, wards, minor children and other family members.

In addition, in consideration of my participation in the sponsored activities of the US Fencing Association, I acknowledge, agree to and understand that: I am fully aware of and appreciate the risks, including the risk of catastrophic injury, paralysis and even death, as well as other damages and losses, associated with participation in a fencing event. I further agree on behalf of myself, my heirs, and personal representative, that USA Fencing, the host organization and sponsors of any USA Fencing sanctioned event, along with the coaches, volunteers, employees, agents, officers and directors of the these organizations, shall not be liable for any injury, loss of life or other loss or damage occurring as a result of my participation in the events, or as a results of equipment that may have been provided to me for these activities.

---

Signature (Participant) and Date

---

Signature (Parent or Guardian) and Date

**Membership Payment Plan Agreement: Please check membership choice and desired payment plan option.**

**Basic & Basic +1 Membership:**

\$60 Monthly Automatic Payment     \$720 Annually  
 \$115 Monthly Automatic Payment (includes 5 monthly practices)     \$1380 Annually

**Competitive Membership:**

Monthly (\$190)     Quarterly (\$570)     Annually (\$2280)

Payment(s) for my membership will be made by:

Automatic Bank Check mailed to 125 N. Gregson Street, Durham, NC 27701  
 Check or cash payment dropped off at the club  
 Automatic Credit Card deduction

**Competitive Bundled Membership:**

Monthly (\$600)     Quarterly (\$1800)     Annually (\$7200)

Payment(s) for my membership will be made by:

Automatic Bank Check mailed to 125 N. Gregson Street, Durham, NC 27701  
 Check Payment dropped off at the club

**Developing Competitive Membership:**

Monthly \$225     Quarterly \$675     Annually \$2700

Payment(s) for my membership will be made by:

Automatic Bank Check mailed to 125 N. Gregson Street, Durham, NC 27701  
 Check or cash payment dropped off at the club  
 Automatic Credit Card deduction

**Add Ons:**

Add \$60 annual charge for cubbie rental (*included in Competitive Membership*)  
 Add \$150 annual charge for green locker rental (*included in Bundled Competitive membership*)  
 Add \$20 monthly charge for electrical equipment rental  
 Add \$5 monthly charge for cubbie rental

**I (we) agree to the above agreement and understand we have financial responsibility to Mid-South Fencers' Club, Inc. from the commencement date of \_\_\_\_\_ ending on August 31st, 2016. I(we) agree to pay for this service on or before the 1st of the month in the time specified. I accept the terms and conditions of the service as outlined above.**

\_\_\_\_\_  
Financially Responsible Person (1)                      Printed Name                      Date

\_\_\_\_\_  
Financially Responsible Person (2)                      Printed Name                      Date