

Mid-South Fencers' Club Membership and Agreement Form 2016-17

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 2016-2017 for Mid-South Fencers' Club, Inc.

Membership Plans and Service Outlines:

Membership supports the vitality of our club with regular financial support. There are several different levels of membership available for different budgets and training commitments. Some options include bundled memberships for those who wish to support the club and their training with greater consistency, and to take advantage more fully of the club's amenities. Competitive memberships with Mid-South are full-year contracts with a service commencement date from September 1st through August 31st. Basic memberships are full-year contracts but may be put on hold for up to two months throughout the year. **Please read carefully the terms outlined and responsibilities to your sport community.**

Basic, Basic +1 Membership, Basic Unlimited Membership

- Includes full access to club during hours of operation and access to all open bouting sessions.
- Allows for club discounts, reduced class pass rates (\$190 for 15 practice sessions), and discounted individual lessons.
- \$65 monthly payment by automatic payment on the 1st of the month, includes unlimited open bouting (\$780 annually).
- \$120 monthly payment by automatic payment on the 1st of the month, includes 5 monthly group practices in addition to open bouting (\$1440 annually).

Mid-South Fencers' Club Membership and Agreement Form 2016-17

- \$190 monthly includes unlimited access to practices and regularly scheduled classes, open bouts, and cubby equipment storage (\$2,280 annually).

Competitive Memberships

- Includes the benefits of the Basic Membership plans, in addition to, participation fees waived for all Mid-South club tournaments, clinics and camps that are developmentally and age appropriate. (Membership does not include entry fees to RYCs, RJCCs or national qualifying events hosted on site.) Also, membership includes access to a held participation slot for either one 20-minute individual lesson or two individual 30-minute individual lessons, weekly from September - June, to exclude camp and vacation weeks. This membership is ideal for fencers who are planning to compete or who are competing regularly in the USA Fencing regional, national and international circuits.
- Tuition option #1: \$330 a month for 12 months includes one 20 minute individual lesson per week (\$3960 annually).
- Tuition option #2: \$600 monthly includes 2/30 minute individual lessons per week (\$7200 annually). Lessons can be upgraded to any plan with purchase of additional 30 minutes lesson cards.

All competitive members must designate Mid-South as their fencing club.

All members of the club must maintain membership with USA Fencing.

Virtual Class Pass: Basic members who elect to participate in practices or classes can pay per visit or purchase a Class Pass to be used when so desired with an expiration date of one year from date of purchase. The cost for any single visit member practice is \$16. Multiple visit Class Passes are bundled at a discount of \$190 for 15 visits. The Basic + 1 membership bundles 5 member practices plus unlimited open bouts into one monthly payment of \$120 per month.

Individual Lesson Sign-Up Form and Policies:

Regularly scheduled lessons (reoccurring) will be assigned by the coaching staff based on availability. Priority times are given to competitive members. Member lesson rates are \$270 for nine individual 20-minute lessons, and \$405 for nine individual 30-minute lessons. Competitive Members will be scheduled to take two 30-minute or one 20-minute lessons weekly and will need to submit possible lesson times for their lesson through June of 2017 to Jen (scheduler). **When determining start times please allow 10 minutes for a complete warm-up before your start time. Missed lessons are missed lessons and cannot be guaranteed a make-up time.**

General Membership Policies:

USA Fencing Membership: Mid-South Fencers' Club, Inc. (MSFC) requires club members to join USA Fencing and if you are a competitive member designate Mid-South Fencers' Club as your club. Information can be found at www.usfencing.org.

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

Mid-South Fencers' Club Membership and Agreement Form 2016-17

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 unless alternative payment plan has been made. 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, 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 unforeseen 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 USA 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 your own equipment or be charged a \$20 monthly rental fee. You must wear full competitive gear, including underarm protector and fencing pants. In addition, your 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: Expect coaching at all national qualifying events and national events when participation warrants. Our general policy is if member participation is less than 10 athletes, a coach will contact the members to make the best decision for the team on determining if a coach should attend.

Any non-competitive membership who wishes to receive coaching at any regional or national event will be expected to pay an additional coaching fee as determined by travel expense and events participating.

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, but priority is given to competitive members. They can be rented annually for \$150. Cubbies are available to use for all members for a \$60 annual fee. Cubby rental is included for all competitive members and for all Basic Unlimited members.

Mid-South Fencers' Club Membership and Agreement Form 2016-17

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, 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, gender identity, 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 of another participant, guest, club, staff or instructor, 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 for this membership year 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 for 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

Mid-South Fencers' Club Membership and Agreement Form 2016-17

avoided without changing the nature of the activity. Such risks may 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 and 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(s), 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

Mid-South Fencers' Club Membership and Agreement Form 2016-17

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.

Competitive Memberships:

_____ Monthly \$600 Plan _____ Monthly \$330 Plan

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

Memberships:

_____ \$65 Monthly Automatic Payment or _____ \$780 Annually

_____ \$120 Monthly Automatic Payment (includes 5 monthly practies) _____ \$1440 Annually

_____ \$190 Monthly Automatic Payment (all inclusive practies, cubby) _____ \$2280 Annually

Add Ons:

_____ Add \$60 annual charge for cubbie rental

_____ Add \$150 annual charge for metal locker rental

_____ Add \$20 monthly charge for electrical equipment 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, 2017. 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