

2018-2019 Mid-South Fencers' Club Membership and Agreement 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 and Medical Limitations/Concerns:

Membership Services, Policies and Procedures 2018-2019 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 memberships available for different budgets and training commitments. Memberships with Mid-South are *full-year contracts* with a service commencement date from September 1st through August 31st. If you need a more flexible plan, consider our Academy Program. We do offer graduate, undergraduate, and hardship discounts. **Please read carefully the terms outlined and responsibilities to your sport community:**

Annual Memberships:

- Includes full access to club during hours of operation and access to all open bouting sessions. You can add individual lessons, a locker or cubbie rental, clinics, and/or tournament participation as desired, and still represent Mid-South Fencers' in all local, regional and national competitions.
 - Tuition Option #1: \$75 monthly payment by automatic payment on the 1st of the month for unlimited open bouting (\$900 annually)
 - Tuition Option # 2: \$125 monthly payment by automatic payment on the 1st of the month for unlimited opening bouting and 5 monthly group practices or classes (\$1500 annually).

2018-2019 Mid-South Fencers' Club Membership and Agreement Form

Annual Competitive Memberships:

- Includes the benefits of the Annual Membership, plus participation in: Mid-South club tournaments, clinics, one summer camp (developmentally and age appropriate), priority lesson slots weekly from September - June (to exclude camp and vacation weeks). This membership is ideal for fencers who are training to compete and are currently competing in regional, national, or international circuits and like to budget and need structure. Please note, bundled memberships do not include entry fees to RYCs, RJCCs or national qualifying events hosted on site. Additional summer camps are discounted at 50% of listed price. Tuition package options:
 - Tuition option #1: \$210 monthly payment includes unlimited access to practices and regularly scheduled classes, open bouts, and cubby equipment storage (\$2520 annually). Individual lessons, coach travel fees, camps, clinics, and tournaments are purchased a la carte.
 - Tuition option #2: \$360 monthly payment includes one 20 minute individual lesson per week (\$4320 annually).
 - Tuition option #3: \$430 monthly payment includes one 30 minute individual lesson per week (\$5160 annually).
 - Tuition option #4: \$630 monthly fully customized competitive package, pending on athlete's competitive season commitment, could include up to 2 or more individual lessons per week, and small group tactical lessons (\$7560 annually).

*Lessons can be added to any plan with purchase of additional 20 or 30 minutes lesson cards.
All competitive members must designate Mid-South as their USA Fencing club affiliation.
All members of the club must maintain a competitive membership with USA Fencing.*

Individual Lesson Sign-Up Form and Policies:

Regularly scheduled lessons (reoccurring) will be assigned by the coaching staff based on availability of coaching schedules. Priority times are given to competitive members whose membership forms are turned in by August 1, 2018. Member lesson rates are \$288 for nine individual 20-minute lessons, and \$432 for nine individual 30-minute lessons a la carte. **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 must keep a valid credit card on file at all times. MindBody Online processes member payments on the 1st of each month by either

2018-2019 Mid-South Fencers' Club Membership and Agreement Form

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. Please consider automatic bank drafts mailed to the club to keep our administrative costs low. 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 an 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 charged 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. If our end of month audits show outstanding practices or lessons not paid, we reserve the right to charge the card on file for unpaid services rendered.

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 during Summer National Championships 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 Fencers' Club 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 functional and safety level at all times, i.e. working electrical equipment, no holes in gloves, or rips in masks and jackets. If you are using club equipment, we reserve the right to charge the credit card on file for the rental fee.

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: Mid-South Fencers' Club is hereby granted permission to take photographs and video of students for use in brochures, websites, posters, social media and other promotional materials. Please initial if you ____ approve or ____ do not approve for the fencer's name to be published next to the photograph or video.

Lockers: Lockers are available for rent for for all membership levels, but priority is given to competitive members. They can be rented annually for \$180. Cubbies are available to use for all members for a \$60 annual fee. Cubby rental is included for all competitive members.

2018-2019 Mid-South Fencers' Club Membership and Agreement Form

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 bout 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.

Fencing Participant'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 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

2018-2019 Mid-South Fencers' Club Membership and Agreement Form

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 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

2018-2019 Mid-South Fencers' Club Membership and Agreement Form

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

Annual Memberships:

- \$75 Monthly Automatic Payment (includes unlimited open bouts)
- \$125 Monthly Automatic Payment (includes 5 monthly practices)
- Add \$60 annual charge for cubbie rental
- Add \$180 annual charge for metal locker rental
- Add \$20 monthly charge for electrical equipment rental

Annual Competitive Memberships:

- Monthly \$630 Plan (*Full Competitive*) Monthly \$360 Plan (*1wk 20 min lesson*)
- Monthly \$430 Plan (*1wk 30 min lesson*) Monthly \$210 Plan (*unbundled*)

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

- Monthly automatic Credit Card deduction
- Automatic Bank Check mailed to 125 N. Gregson Street, Durham, NC 27701 (*preferred*)
- One time payment for full annual tuition amount by check or cash at 5% discount.

I(we) agree to the above agreement and understand the financial responsibility to Mid-South Fencers' Club, Inc. from the commencement date of _____ ending on August 31st, 2019. 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) (<i>optional</i>)	Printed Name	Date
--	--------------	------

Lesson Preference:

We will contact you if dates and times you select don't match with lesson scheduling availability of the coach. When the lesson are scheduled, you will received a notice via email. All persons submitting forms by August 1st will recieve lesson time preferences. Please check if you a have multiple coach preference and the staff will aassit in determining the best possible lesson coach for the season.

Day(s): _____ Time(s): _____

- No Lesson Coach Preference**
- Pashby (foil, epee)**
- Nicholson (foil, saber)**
- Pipkin (foil, saber)**
- Cheney (saber, epee)**
- Oldham (saber, foil)**
- Kallio (saber, epee)**