



## PARTICIPATION AGREEMENT

The undersigned is a director/officer/owner/coach (circle one) of \_\_\_\_\_ Volleyball Club (the "Club"), which Club has applied for new or renewed membership with the Intermountain Volleyball Association ("IVA") for the 2009-2010 USA Junior Olympic Volleyball season which begins in November, 2009 (the "current season"). I state and/or agree as follows:

1. I am over the age of 18 years of age.
2. A successful and positive background check has been completed for me by the IVA/USA Volleyball for the current season.
3. Neither I nor the Club shall, at any time either before, during, or after the current season, allow any suspended USA Volleyball or suspended IVA member(s), or any individual who has failed an IVA or USA Volleyball background check, to participate in, be involved in, or be affiliated in any way with the leadership, management, marketing, ownership, direction, or coaching of the Club; to serve in any type of consulting, advisory, or technical capacity to the Club; or to be paid a salary, wage, dividend, loan repayment, interest, or any other type of financial gain from the operation of the Club. The individuals described in this Paragraph 3 shall be referred to herein as an "Ineligible Individual."
4. If the USAV and/or IVA suspension at issue for the Ineligible Individual has been appealed and that appeal is pending, the individual is still deemed to be suspended.
5. Participation, affiliation, and involvement includes even the slightest connection to the Club, including, but not limited to: 1) attendance at any gathering or meeting of the Club, its members, or its leadership, even if that gathering or meeting involves only one person from the Club; 2) inviting potential players to join the Club, 3) offering advice or technical assistance to the leaders or players of the Club, 4) offering money to the leaders or players of the Club, etc.
6. Neither I nor the Club have accepted any money by way of loan, investment, gift, or otherwise, from an Ineligible Individual to assist in any way in starting up or supporting the Club or in any way to benefit the Club or its officers, directors, owners, leaders, coaches, or players. I agree that the Club will not, before, during, and/or after this current season, ever accept money in any manner from an Ineligible Individual for the purpose of supporting or sustaining the Club, its officers, directors, owners, leaders, coaches, or players.
7. For each "Incident" in which the IVA determines that I have allowed a breach of this Agreement, I agree to personally pay \$5,000 in liquidated damages to the IVA.
8. An "Incident" is defined as each separate event in which an Ineligible Individual is found to be involved. For example,

- a) If an Ineligible Individual is found to be involved in the one-a-day practices for one of the Club's teams for three days of practices, this would be three Incidents.
  - b) If an Ineligible Individual is found to be involved in the one-a-day practices of two of the Club's teams for three days, this would be six Incidents;
  - c) If an Ineligible Individual is found to have marketed the Club to three different schools on the same day, this is three Incidents;
  - d) If the Club has 50 players/members, and the Ineligible Individual has profited, however slightly, from each of their membership dues, this is 50 Incidents.
9. I have read, understand, and agree to fully and completely abide by the rules set forth in the current IVA Handbook and other governing documents, which are available to me on its website at [www.iva-volleyball.org](http://www.iva-volleyball.org). I also understand that my failure to abide by the rules of the IVA Handbook and other governing documents will subject me to sanctions and/or suspension from IVA/USAV membership.
  10. I have also read, understand, and agree to fully and completely abide by the rules set forth in the USA Volleyball governing documents which are available to me on its website at [www.usavolleyball.org](http://www.usavolleyball.org). I also understand that my failure to abide by the rules of the USA Volleyball governing documents will subject me to sanctions and/or suspension from IVA/USAV membership.
  11. I agree that the Club shall maintain a grievance policy and Due Process Procedure for its members pursuant to the guidelines set forth in the USA Volleyball governing documents.
  12. I agree to make the Club's financial information, data, and reports available to the IVA upon request when the IVA determines there is a reasonable need for it to review them.
  13. I agree that this document, as well as the IVA and USAV governing documents available on their respective websites, and any additional documents I have signed to obtain membership in the IVA/USAV for the current season, contains the entire Agreement between me and the IVA/USAV related to these particular issues. There are no verbal or other agreements between me and the IVA/USAV regarding these issues.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2009-2010

\_\_\_\_\_ Volleyball Club

By: \_\_\_\_\_

Its: \_\_\_\_\_