

YoCo Throwers Club Membership Information & Contract

Congratulations for pursuing excellence in the throwing events with the YoCo Throwers Club! We are excited for this new club to develop the throwers of York County into some of the best in the country. The first team members will help shape the trajectory of the club, including picking its logo and meet schedule. It's rare to get in on the ground floor of a new exciting opportunity, and help shape it into something truly great. Let's get to it!

Please read this entire agreement (the "Agreement") thoroughly and carefully before applying. It describes the responsibilities and obligations that come with membership in the YoCo Throwers Club. By completing the application for membership, you agree to the terms and conditions as described. Sign or initial in all places indicated.

The Parties:

1. The YoCo Throwers Club, hereafter referred to as "the Club,"
2. Participant (Print full name): _____
3. Parent or legal Guardian of Participant, **if a minor**, or otherwise financially responsible party for the Participant: (Print full name, or "Not Applicable" if Participant is an adult)

_____ (circle one) Mother, Father, Guardian.

Membership Eligibility:

1. Must be at least 13 years of age or in Eighth Grade at time of application.
2. Must be in adequate health and condition to safely participate in sports.
3. Must live within 50 miles of Winthrop University.
4. Must be a USATF member.

Membership Includes:

1. Instruction, guidance and supervision by experienced, certified coaches in four throwing events (shot put, discus, hammer and javelin).
2. USATF-affiliated club membership for competition/meet registrations.
3. Weekly instructional practices at a facility safe to conduct training in all four events.

4. A three-season annual training calendar compatible with the South Carolina High School League's (SCHSL) track and field season, as well as the summer club track and field season (USATF and AAU).

Seasons:

- **Spring** (Four months: February 1 to Approximately May 15): SCHSL track and field season. The Club assumes and encourages its members throw for their school's team and attend their practices. Two club throwing sessions per week, maximum.
 - **Summer** (Three months: Approximately May 15 to August 15): After SCHSL season ends; main club competition season. Two club throwing sessions per week, minimum.
 - August 15 to August 31: **Off.** No club throwing sessions.
 - **Fall** (Five months: September 1 to January 31): Club practice season. Two club throwing sessions per week, minimum.
 - Week of Christmas and Week of New Years Day: **Off.** No club throwing sessions.
5. Implements for use in practice and competitions (the latter on a sign-out basis if Club Coaches are not present). Any implements lost or damaged due to mistreatment while signed out for competitions will be the responsibility of the member to replace with a like-quality implement.
 6. One uniform shirt, once the team identifies its logo.

Membership Does NOT Include:

1. USATF membership fee.

USATF membership is required: <https://www.usatf.org/home/top-utility-nav-content/membership>

2. Registration fees for competitions.
3. Transportation, lodging, meals or associated costs for competitions.

Membership Fee, Payment Schedule and Associated Policies:

- Registration Fee: \$25 (one-time, submitted with application; unless a member resigns from the Club for a year or more and returns, which would require a new Participant registration fee)
- Individual Membership: \$100/month

- **Family Membership:** \$200/month (for two or more immediate family members from one individual family unit, up to four Participants. NOTE: All family membership Participants must be USATF members and complete separate application packets.)

Membership fee is due on the first day of the season (dates identified above) or on the first day of the calendar month during a season, for that month. A Participant may continue practicing with the Club until the 7th day of the month pending payment. The Participant may no longer practice with the Club after the 8th day of the month until the membership fee for the month is paid. If the monthly fee is not paid until the next month, a \$25 late charge is due along with both monthly fees to reinstate into good standing.

Monthly membership fees are non-refundable, even if the Participant cannot attend all practices in the month.

A \$35.00 NSF fee will be charged for all returned checks.

Season Membership Payment Option:

Participants who pay for an entire season (Spring, Summer or Fall; dates as identified above) in advance will receive a 20% discount (\$80/month).

Season Costs:

- **Spring** (Four months= Individual: \$320/Family: \$640; payable on February 1st)
- **Summer** (Three months= Individual: \$240/Family: \$480; payable May 15th)
- **Fall** (Five months= Individual: \$400/Family: \$800; payable September 1st)

In the event a Participant resigns from the Club in writing during a season for which the Participant pre-paid, the fee for the remaining whole months of the season after the month in which the Participant resigned will be refunded.

Resignation from the Club must be in writing, sent either to the Club email address: yocothrowersclub@gmail.com; or by mail to: YoCo Throwers Club 525 Riviera Place, Rock Hill SC 29730.

Method of Payment:

The Club will accept cash, checks or Zelle® as a form of payment. Checks should be made payable to “YoCo Throwers Club, LLC” and mailed to: YoCo Throwers Club 525 Riviera Place, Rock Hill SC 29730 at the appropriate times, or hand-delivered to the designated Club official at the practice facility.

Other Terms and Conditions:

- The Club reserves the right to change practice times, days and duration without notice. Every effort will be made to communicate practice information and any changes timely.
- The Club reserves the right to control entry into the practice facility. Participants and/or visitors may be asked to leave the practice facility at the Club’s discretion.
- The Club reserves the right to suspend and/or terminate a Participant’s membership for non-adherence to Club policies and rules, non-adherence to practice facility rules, or failure to pay membership fees timely.
- An adult Participant, or the Parent/Guardian of minor Participant, assumes responsibility for payment of all costs, fees and expenses associated with participation and membership in the Club.
- An adult Participant, or minor Participant’s Parent/Guardian, has read, understands and freely concurs with the stipulations, fees, terms and conditions of this Agreement.
- An adult Participant, or minor Participant’s Parent/Guardian, is capable of legally entering into a contract, in accordance with the laws of the State of South Carolina, and freely does so by completing and signing this membership Agreement, a legally binding contract.
- **This Agreement continues with the Club’s Core Values Statement, Code of Conduct Statement, and Waiver and Release of Liability. Thoroughly read and sign those statements separately to complete this process.**

X _____
(ADULT PARTICIPANT SIGNATURE) (PRINTED NAME) DATE SIGNED

X _____
(PARENT/GUARDIAN-**OF MINOR**-SIGNATURE) (PRINTED NAME) DATE SIGNED

YoCo Throwers Club Mission and Core Values

Mission:

The mission of the YoCo Throwers Club is to help its athletes reach their full potential as throwers and people, through training, guidance and encouragement.

Core Values:

The YoCo Throwers Club values the following factors as essential to success in throwing and in life:

- Safety and SafeSport
 - We understand the inherent dangers in throwing and strictly adhere to practices to mitigate them.
 - We follow the tenets and practices of SafeSport, and keep our relationships positive and appropriate.

- Integrity, Character and Clean Sport
 - Always do the right thing, always tell the truth, never cheat.
 - We follow the rules, regulations and codes of USA Track & Field (USATF) and the US Anti-Doping Agency (USADA), and do not tolerate substance abuse of any kind.

- Hard Work and Perseverance
 - There are no shortcuts to excellence.
 - Progress is achieved through personal effort. No one can do it for you.

- Sportsmanship, Camaraderie and Fun
 - We respect the sport, each other and our competition.
 - We thrive in an environment of both mutual support and competition.
 - We love throwing, have fun and enjoy each other's company.

I/We the undersigned have read and agree to abide by the YoCo Throwers Club's Core Values, USATF rules and USADA requirements.

[Both Participant and their associated Parent/Guardian (if Participant is under 18) must sign for application to be processed.]

X _____
(PARTICIPANT SIGNATURE) (PRINTED NAME) DATE SIGNED

X _____
(PARENT/GUARDIAN-**OF MINOR**-SIGNATURE) (PRINTED NAME) DATE SIGNED

YoCo Throwers Club Code of Conduct

The YoCo Throwers Club seeks to help its athletes grow as people, beyond throwing performance. How we act is every bit as important as how we throw. Everyone associated with the Club - Coaches, Athletes and Parents/Guardians - must conduct themselves during practices and competitions in accordance with the Club's Core Values.

Consistent with our Core Values, we agree to the following behaviors as we participate in Club activities.

Applicable to Everyone – Coaches, Athletes and Parents/Guardians:

- Keep each other informed, communicate clearly and consistently. Listen to each other.
- Communicate appropriately and respectfully, including in electronic form and on social media or on-line. Profanity or disrespect will not be tolerated.
- **Strictly Prohibited** (in all forms): Abuse, bullying, criminal conduct, harassment, hazing, sexual misconduct, stalking – as well as aiding/abetting/tolerating any of the above, or retaliation for reporting misconduct. Everyone has a stake in keeping the Club free of these behaviors.
- Keep emotions in check and practice self-control. Be patient with each other.
- Be on time to all Club activities.
- Ensure a safe environment. Never turn your back on the circle/runway. Watch out for each other.

Additional Expectations for Athletes:

- Work hard and receive coaching well. Don't be defensive. The coaches want the best for you.
- Form good strength and conditioning, nutrition, hydration and recovery habits outside practice.
- Only consume substances allowed under USADA rules. Never use or possess illegal substances.
- Learn the rules of the sport and follow them.
- Support teammates in practice and competitions.
- Be respectful toward coaches, officials and competitors. Never argue with coaches or officials.
- Leave practice and competition areas clean. Don't litter.
- Enjoy throwing, growing and improving. Have fun!

Additional Expectations for Parents/Guardians:

- Ensure your athlete has transportation to and from practices and competitions, on time.
- Inform coaches when taking your athlete from practice or a competition, especially early.
- Model respectful communication and sportsmanship for your athlete, at practice and competitions.
- Be respectful toward coaches, officials and competitors. Never argue with coaches or officials.
- Help the Club develop through support, positive influence and ideas.

Enforcement and Consequences:

Violations of the Club’s Core Values and Code of Conduct will result in progressive disciplinary actions ranging from counseling to suspension from Club activities for a period, up to dismissal from Club membership altogether. Repeated violations or single egregious violations will merit higher level disciplinary actions.

I/We the undersigned have read and agree to abide by the YoCo Throwers Club’s Code of Conduct.

[Both Participant and their associated Parent/Guardian (if Participant is under 18) must sign for application to be processed.]

X _____
(PARTICIPANT SIGNATURE) (PRINTED NAME) DATE SIGNED

X _____
(PARENT/GUARDIAN-**OF MINOR**-SIGNATURE) (PRINTED NAME) DATE SIGNED

YoCo Throwers Club – Waiver and Release of Liability

Read thoroughly before signing

Participant Information:

Name: _____
Date of Birth: _____
Address: _____
Phone Number: _____
Email: _____

In consideration of participating in the activities organized by the YoCo Throwers Club, LLC, including, but not limited to being allowed on the premises at which the activities are taking place (“the Club Activities”), for myself and anyone I allow to participate in the Club Activities including but not limited to any minor children for whom I am parent, legal guardian, or otherwise responsible and my/our heirs, spouse, executors, administrators, personal representative(s) or assigns (hereinafter may collectively be referred to as “Releasers”), I acknowledge and agree as follows:

_____ (Initials) **1. Release.** I hereby release YoCo Throwers Club, LLC, its principals, members, directors, officers, agents, employees, volunteers, insurers, predecessors, successors, subsidiaries, affiliates, related entities, landlords, owners of property upon which the Club Activities are taking place, and their respective officers, directors, agents, employees, or members, and each and every land owner upon whose property the Club Activities are carried out (collectively the “Releasees”) from any and all liability of any nature and from any and all injury or damage (including death) to me or the minor children for whom I am responsible as a result of my/our participation in the Club Activities, even if caused, in whole or in part, by the negligence of Releasees. This release also applies to any property damage to my property or the property of the minor children for whom I am responsible. Furthermore, I agree to hold Releasees entirely free from any liability, including financial responsibility for injuries incurred, regardless of whether injuries are caused by Releasee’s negligence in whole or in part.

_____ (Initials) **2. Acknowledgement of Risks:** I hereby acknowledge all of the risks of participating in the Club Activities, including but not limited to injury, permanent disability, paralysis, dismemberment, and death. Additionally, I represent to Releasees that I or the minor children for whom I am responsible do not have any conditions that will increase my/our likelihood of experiencing injuries while engaging in the Club Activities.

_____ (Initials) **3. Express Assumption of Risk and Responsibility:** I agree to assume responsibility for all risks of participating in the Club Activities, whether identified above or not, (even those risks arising out of the negligence of the Releasees). My/our participation in Club Activities is purely voluntary and all risks have been made clear to me. I assume full responsibility for myself and any minor children for whom I am responsible for any bodily injury, illness, paralysis, death, dismemberment, loss of property, and the expenses thereof as a result of any accident which may occur while I/we participate in Club Activities even if caused, in whole or in part by the negligence of the Releasees.

_____ (Initials) **4. Medical Conditions:** I represent to the Releasees that I/the minor children for whom I am responsible do not have any medical conditions that will increase my/our risk of experiencing injury while engaging in Club Activities. I understand that it is my responsibility to consult a medical

professional before participating in Club Activities if I have any concerns about my or my minor children's health or ability to engage in these activities. Further, I hereby release, discharge, and hold harmless the Releasees for any harm I/we may incur from any undisclosed medical conditions that exist now, or arise in the future. I understand that YoCo Throwers Club, LLC retains the right to refuse participation in any Club Activities to those with medical conditions that may pose an additional risk or hazard to the affected Participant.

_____ (Initials) **5. Emergency Medical Treatment:** In the event of a medical emergency, I authorize YoCo Throwers Club, LLC, its officers, directors, coaches, employees, volunteers, agents, or representatives to secure necessary medical treatment for me or the minor children for whom I am responsible and agree to be responsible for any medical expenses incurred. I further, release, waive, discharge and hold harmless the Releasees from any and all claims, suits, liabilities, judgments, costs and expenses that arise from the procurement of such medical treatment.

_____ (Initials) **6. Release, Indemnify and Defend:** I hereby release, waive, discharge, and hold harmless the Releasees from any and all claims, suits, liabilities, judgments, costs and expenses from any property damage (whether owned by YoCo Throwers Club, LLC or others), loss or theft, personal injury or illness, death or other loss arising out of or related to participation in Club Activities, or transportation to or from Club Activities if provided by an officer, director, coach, employee, volunteer, agent, or representative of YoCo Throwers Club, LLC. This includes but is not limited to claims arising from negligence, inadequate supervision, defective equipment, or any other actions or omissions on the part of the Releasees.

_____ (Initials) **7. Waiver:** I hereby waive and forfeit all right to bring a suit against Releasees for any reason related to participation in the Club Activities or any activities associated with such participation. I make this waiver freely and voluntarily, acknowledging the general rights of which I am waiving, and acknowledging that this waiver shall be binding notwithstanding the fact that I or the minor children for whom I am responsible may suffer injury, illness, paralysis, death, dismemberment or loss of property as a result of participation in the Club Activities.

_____ (Initials) **8. Photography and Publicity:** I grant YoCo Throwers Club, LLC permission to use my likeness, including photographs, video recordings, and audio recordings, in any promotional or advertising materials without compensation or notification.

_____ (Initials) **9. Severability:** If any part of this waiver and release of liability, for any reason, is declared invalid or void, such declaration shall not affect the remaining portions of the waiver and release of liability, which shall remain in full force and effect as if this waiver and release of liability had been executed with the invalid portion eliminated.

_____ (Initials) **10. Governing Law:** Except to the extent that this waiver and release of liability may be governed by federal law, this waiver and release of liability shall be governed by and construed in accordance with the laws of the State of South Carolina. The sole and exclusive jurisdiction of any action brought pursuant to this waiver and release of liability shall be either (a) the Court of Common Pleas for York County, South Carolina; or (b) the United States District Court for the District of South Carolina.

I have read this waiver and release of liability agreement. I understand that by signing this document I am waiving valuable legal rights including any and all I may have against the Releasees, or their employees, agents, servants, insurers or assigns. I sign this waiver and release said rights freely and voluntarily.

Name of Releasor (Print)

Signature of Releasor

Date: _____

For Minors Under the Age of 18. By signing below, the adult acknowledges that he/she is waiving valuable legal rights for the minor and warrants that he/she is authorized to waive these rights for said minor.

Name of Minor Participant (Print)

Name of Parent or Guardian/Releasor (Print)

Signature of Parent or Guardian/Releasor

Date: _____

YoCo Throwers Club
Participant Information
Please Print Clearly

Date of Application: _____

Participant Information

Name (First, MI, Last): _____

USATF Membership Number: _____

Date of Birth/Age: _____

Circle One (for meet registration purposes): Male Female

School/Grade (if applicable): _____

Shirt Size: _____

Immediate family members who are Participants in the Club, or applying to be Participants in the Club (if seeking Family Membership):

Physical Address (Street, City, State ZIP):

Mailing Address, if different (Street or PO Box, City, State ZIP):

Phone Number(s):
Cell: _____ Home: _____

Email Address: _____

Medical Disclosure: Does the Participant have any medical conditions that might prevent him/her from safely participating in athletic activities? Circle One: Yes No

If yes, what is/are the condition(s)?

Parent/Guardian Information (for Participants under 18 years of age)

Parent/Guardian Name – Circle One: Mother Father Guardian

Parent/Guardian Physical Address (Street, City, State ZIP):

Parent/Guardian Mailing Address, if different (Street or PO Box, City, State ZIP):

Parent/Guardian Phone Number(s):

Cell: _____ Home: _____

Parent/Guardian Email Address: _____

Emergency Contact Information (for Participants 18 or over)
Minor Participants May Add Another Contact Here

Emergency Contact Name:

Emergency Contact Phone Number(s):

Cell: _____ Home: _____

Emergency Contact Email Address: _____

Office Use Only

Processed By:

Date Completed:

Notes/Comments: