**CAPITAL GYMNASTICS GIRLS’ BOOSTER CLUB, INC. HANDBOOK**

**2019-2020**

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# I. CGGBC

## About CGGBC

Capital Gymnastics Girls’ Booster Club (“CGGBC”) was founded in 2003 and is a parent-operated, non-profit organization. CGGBC was established to support and encourage girls’ competitive gymnastics. We file our taxes as a 501(c)(3), therefore all fundraising is done on behalf of CGGBC and participation in the club does not create a right, claim, or entitlement by individual members of CGGBC to any of the funds raised. All distributions of fundraised earnings are set in accordance with rules approved by the CGGBC Board of Directors.

CGGBC and Capital Gymnastics National Training Center (“Capital”) are separate entities with different purposes. Any questions or concerns about the facility, coaching, fees or competitive meets should be directed to Capital’s main office. Any questions regarding CGGBC should be directed to the CGGBC President at cggbc.president@gmail.com.

Gymnastics is an expensive sport in which to participate. Competition expenses include, competitive leotard, warm-up suit, competition entry fees and coaches’ expenses. CGGBC fundraises to help defray competition expenses and to further gymnastics opportunities for all female amateur athletes.

## Board of Directors

CGGBC is run by elected officers of the Board of Directors (the Board) whose positions and duties are described in detail in CGGBC’s By-Laws. Yearly elections are held in May. The nomination sheet and written notice of said nomination sheet will be posted ten (10) business days before going to a vote. A current list of the Board and their corresponding contact information can be found at CGGBC’s website [(www.cggbc.com)](http://www.cggbc.com/).

# II. MEMBERSHIP

## Annual Membership Drive

The annual membership drive occurs in the month of May of each calendar year. Families of girls on any of the gymnastics teams (Levels 3-10, Hopes/TOPS, Elite, and Xcel) at Capital are eligible to join CGGBC at any time throughout the season. To join CGGBC, one is required to read the CGGBC Handbook and Bylaws, and complete and sign/acknowledge the online form located in the CGGBC website under membership, [www.cggbc.com](http://www.cggbc.com). Payment for the annual membership fee should be placed in the CGGBC box on top of the filing cabinet located in between the team lockers and bleachers at the gym.

## Membership Dues

All members are required to pay an annual membership fee of $40.00 for the first athlete in the family and $20.00 for each additional sibling. Membership runs year-to-year from June 1st to May 31st. Refunds of the annual membership fee will be given upon request if the CGGBC member leaves Capital before September of each year. Members joining after May 29th but before the cut-off date for fundraising for 2nd assessment (see Page 6 for Assessment Schedule) will pay 100% of the membership fee. Prospective members joining after the cut-off date for fundraising for 2nd assessment will pay 50% of the membership fee.

Renewing Members

Those wishing to renew their membership must complete the registration process and pay their dues by May 31st of the current year in order to continue membership without disruption, and thereby retain the right to participate in the distribution of fundraised earnings, if any, earned by the club in the prior membership year. If a renewing member does not turn in the three (3) Acknowledgment Forms and pay his or her dues by May 31st, he or she is no longer a member of CGGBC and knowingly forfeits his or her right to participate in the distribution of any past fundraised earnings from the prior membership year.

## Membership Expectations

CGGBC is a parent-operated organization. Active membership is key to its success. CGGBC members are encouraged to volunteer to be a chair or co-chair of a fundraiser, or serve on the CGGBC Board of Directors. Members are required to abide by the CGGBC Handbook and By-Laws, which can be found on CGGBC’s website ([www.cggbc.com)](http://www.cggbc.com/).

Members are expected to conduct themselves in a manner that is courteous and respectful to all other members of CGGBC. Engagement in any behavior that – in the sole judgment of the CGGBC Board – negatively impacts CGGBC in any way is grounds for immediate expulsion from CGGBC and he or she knowingly forfeits his or her family’s right to participate in the distribution of any fundraised earnings. However, the Board reserves the right to give a member the opportunity to rectify their behavior by signing a misconduct letter presented by CGGBC President and another member of the Board. The member will have the option to bring a third party to this meeting to serve as a witness.

Members that leave Capital’s team program or CGGBC at any time during the season, for any reason, forfeit their ability to participate in CGGBC’s distribution of fundraised earnings. Since CGGBC is a 501(c)(3) organization, members have no individual claim or right to fundraised earnings whatsoever.

## Meetings

An Annual Membership Meeting shall be held at a place, date and time designated by the President.

In order to facilitate and encourage more membership participation on issues before the Board of Directors, board meeting agendas will be published on the CGGBC website ([www.cggbc.com)](http://www.cggbc.com/). All members are encouraged to review the agenda, and present any questions or comments to a Board Representative, preferably in writing. The Board Representative will then, in turn, compile all comments and questions received from the general membership and present it to the Board at the specified board meeting. Members can offer agenda topics at any time to a Board Representative.

## Non-Girl Competitive Team Participation in Distribution of Fundraised Earnings

In the event a member has, not only a girl who is on any of Capital's competitive girls' teams (Levels 3 – Elite and Xcel), but also, either **(a)** has another child (or children) that compete(s) on a competitive team at Capital other than the girls team, and/or **(b)** the competitive girl gymnast competes on multiple teams at Capital, said Member can still fundraise for CGGBC, and both "girl team" and "non-girl team" gymnast (one person or multiple persons) may participate in the distribution of fundraised earnings for their respective assessments and/or other expenses as allowed by the CGGBC By-Laws and Handbook. Under this section, the family member is responsible for submitting all relevant information regarding assessment payment amounts and scheduling to the President, Treasurer and Assistant Treasurer. As a condition precedent to participating under this section, said member may not simultaneously fundraise for any other booster club at Capital without the express permission of the President, and this decision will be made on a case-by-case basis. All athletes in member families who wish to participate under this section will pay $40 for the first athlete and $20 for each additional athlete.

# III. COMPETITION FEES

## Capital’s Assessments

All team members are responsible for paying competition fees to Capital Gymnastics NTC (“Capital”). Capital determines the competition fees for each level and requires three installment payments or

“Assessments” of 40%, 40%, 20%, due in September, December, and March, respectively. Capital announces the amounts of these three assessments in July or August of each calendar year. See chart below for assessment amounts from prior years:

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Level | 2003-04 | 2004-05 | 2005-06 | 2006-07 | 2007-08 | 2008-09 | 2009-10 | 2010-11 | 2011-12 | 2012-13 | 2013-14 | 2014-15 |
| 3 | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | $1,000 | $1,050 |
| 4 | $550 | $575 | $610 | $700 | $860 | $890 | $915 | $1,000 | $1,050 | $1,050 | $1,000 | $1,050 |
| 5 | $650 | $700 | $760 | $850 | $900 | $925 | $940 | $1,020 | $1,100 | $1,100 | $1,000 | $1,050 |
| 6 | $650 | $700 | $760 | $900 | $950 | $975 | $1,000 | $1,050 | $1,150 | $1,150 | $1,300 | $1,350 |
| 7 | $900 | $950 | $1,030 | $1,200 | $1,200 | $1,225 | $1,235 | $1,250 | $1,275 | $1,300 | $1,300 | $1,350 |
| 8 | $900 | $950 | $1,030 | $1,150 | $1,200 | $1,225 | $1,235 | $1,270 | $1,350 | $1,450 | $1,450 | $1,500 |
| 9 | $1,100 | $1,250 | $1,280 | $1,450 | $1,500 | $1,555 | $1,500 | $1,550 | $1,800 | $1,750 | $1,800 | $1,850 |
| 10 | $1,100 | $1,200 | $1,330 | $1,450 | $1,800 | $1,875 | $1,825 | $1,900 | $1,950 | $1,950 | $1,950 | $2,000 |
| Xcel |  |  |  |  |  |  |  |  |  |  |  | $1,000 |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Level | 2015-16 | 2016-17 | 2017-18 | 2018-19 | 2019-20 (TBD) |
| 3 | $1075 | $1150 | $1200 | $1300 | $1300 |
| 4 | $1075 | $1150 | $1150 | $1375 | $1375 |
| 5 | $1075 | $1150 | $1150 | $1350 | $1350 |
| 6 | $1475 | $1475 | $1525 | $1600 | $1600 |
| 7 | $1475 | $1475 | $1525 | $1600 | $1600 |
| 8 | $1475 | $1575 | $1625 | $1600 | $1600 |
| 9 | $1700 | $1850 | $1775 | $1800 | $1800 |
| 10 | $2000 | $2050 | $2100 | $2150 | $2150 |
| Xcel G/S  Xcel P/D  Xcel G/S | $1050 | $1050 | $1050 | $1050  $1400  $490 | $1050  $1400  $490 |

These assessment payments are mandatory regardless of whether or not your daughter competes. If a gymnast changes levels during the season, the gymnast is required to pay the new level’s assessment amount for the entire year regardless of the number of meets left in the year. This additional amount can either be paid separately to CGGBC or added to the member’s next assessment to give the member the opportunity to fundraise the additional amount.

## CGGBC’s Pre-Assessment

In addition to Capital’s three assessments, CGGBC has a Pre-Assessment period, for which fundraised earnings are distributed to pay the yearly USAG membership fee, Capital’s yearly membership fee and the cost of any team leotard and/or warm-up suit that gymnasts are required to purchase for the competitive season. As a member of CGGBC, you are required to make all leotard and warm-up purchases through CGGBC. The Pre-Assessment amount will be similar to the expenses from prior years listed below:

|  |  |  |
| --- | --- | --- |
| **COMPULSORY** | **OPTIONAL** | **XCEL** |
| Competition Leotard (TBD) $295.00 | $285.00 | $105.00 |
| Warm-up Suit $190.00 | $190.00 | $190.00 |
| TOTAL: $679.00 | $669.00 | $489.00 |

CGGBC members are responsible for making all four assessment payments to CGGBC, and CGGBC, in turn, pays Capital for its members’ assessments.

## Fees and Penalties

Specific fundraising cutoff dates and payment due dates will be updated on the CGGBC website [(www.cggbc.com)](http://www.cggbc.com/), and are subject to change. When an assessment payment is due, CGGBC will post each member’s assessment amount on both the CGGBC website ([www.cggbc.com)](http://www.cggbc.com/) as well as at the gym. A $35.00 returned check fee will be charged for all returned checks. CGGBC will not pay for your assessment until the fee is paid. **If a member does not pay his or her assessment by the due date, said member risks forfeiting his or her ability to participate in the distribution of fundraised earnings.** The treasurer shall send out written notice after the due date to the delinquent member via email, regular mail or hand delivery advising that the payment is late and a $50 late fee will automatically be added. If the assessment payment and late fee are not received within five (5) days (weekends included) of the date of the letter, the member loses his ability to participate in that assessment’s earnings distribution and will be responsible for paying said assessment directly to Capital.

CGGBC will have the right to deduct any unpaid late fee from the delinquent member’s fundraised earnings. In accordance with Capital’s policy, failure to pay an assessment on time could result in the disallowance of a gymnast’s ability to compete.

# IV. CAPITAL’S REFUND POLICY

Below is a list of frequently asked questions and Capital’s policy on assessment refunds. If you have further questions about assessments please contact Capital directly. CGGBC does not have any control over the amount or required payment due dates of these assessments.

1. Why do I need to pay for a competition that my daughter will not be attending (due to injury, illness, vacation, etc.)?

1. When my daughter moved from one competitive level to another, why was I required to make up the difference for past assessments and not just future assessments?

1. If my daughter is unable to attend a meet and there is enough time to inform the hosting gym in order for Capital to receive a refund for her entry fee, why am I still expected to pay for her entry fee and not just coach’s expenses?

At the beginning of the season, Capital determines the girls’ team assessments based on the following information:

1. Tatiana (Head coach at Capital) decides what meets the different levels will attend for a particular season and then gives the list to Capital.

1. Capital determines the cost of the meets by factoring in the following:

Gymnast Expense: Competition Entry Fee Coaches Expenses:

Travel: Car Rental, Gas, Taxi, Parking, Toll Fees, Airfare

Lodging: Hotel

Per-diem: Food per day

Session Fee: Paid per coach, per session, per day

1. Capital divides the estimated costs by the number of gymnasts enrolled at that time in each

level and determines the amounts of each level’s assessment.

Refunds or credits will not be made to gymnasts for any competition fees. When a gymnast does not attend a meet, she must still pay the full assessment amount because she was factored in the total when the assessment was computed. Below are a few examples why there are no refunds:

*Coaches’ Fees Stay the Same*: There are 10 girls in level 10 in September when coaches’ fees for a particular meet are calculated and published (e.g. Coaches fees for this level are $1,000 divided by 10 girls. Each gymnast pays $100.) If two girls quit before the meet season starts and haven’t paid their assessment, Capital is now only collecting $800 from the entire level, but the coaches’ expenses are still $1,000. In this example, there is a shortfall to Capital in the amount of $200.

*Unexpected Costs:* Tatiana estimates it will cost $300 each for 4 coaches to go to California in January. But in November, when she books the flights, the cost is $375. In this example, there is a shortfall to Capital in the amount of $300.

*Meet Fees:* In August, Tatiana gives Barry a projected budget for intended meets. The cost averages $75 a gymnast but sometimes it varies per event.

These examples illustrate the three main reasons why Capital does not refund or discount competition assessments. Of course, unused money from scratches is used to help cover shortages. However, even if there is a deficit between the amounts paid by gymnasts and Capital’s actual out-of-pocket expenses during a competition year, Capital **does not** go back to the parents and request more money to make up the difference.

If Capital refunds specific meet entry fees to those who do not compete, they would also have to charge the rest of the team additional fees to make up for the ones who don’t compete. Capital has decided not to engage in such a policy.

With the constant ebb and flow in overages and shortages, this policy of “no refund and no additional money requests” has been proven to work for Capital. Entry fees and coaches’ fees are pooled together in one pot to make this system work. Perhaps it seems unfair on an “individual” level in certain circumstances, but in the big picture, the money evens out between the gymnasts and the gym.

It’s not a perfect system, and it is a difficult task for the gym and the coaches. Capital and its coaches try exceptionally hard to make the numbers right, and to make sure there is a balance between logistics and fairness.

Capital has been known to consider a reduction in a gymnast’s monthly tuition for gymnasts on injured reserve, but they will not waive her competition fees for all the reasons stated above.

# V. FUNDRAISED EARNINGS DISTRIBUTION

Under IRS law, in order for CGGBC to retain its 501(c)(3) non-profit, tax exempt status, CGGBC parents are not allowed to fundraise solely for their own athlete. It is important to remember that CGGBC is organized to promote amateur gymnastics and cannot benefit individual athletes. This is why a member fundraises on behalf of CGGBC and not for themselves or any particular gymnast. Participation in the club does not create a right to the distribution of fundraised earnings. Earnings will not inure to the benefit of any private individual. When an athlete or parent fundraises, the earnings belong to CGGBC and are distributed to its members in accordance with the federal laws with respect to non-profit, charitable companies (including Internal Revenue Code Section 501), and NCAA general regulations for amateur status.

## Allocation of Fundraised Earnings

Three percent of a member’s fundraised earnings will be applied to the Resource Account (see below), two percent to the Extended Season Account (see below) and ninety-seven percent (minus potential fundraiser expenses) will be applied to the Flex Plan described below.

In 2005 the Flex Plan was introduced for the allocation of fundraised earnings. The Flex Plan provides enough “flexibility” for different fundraising styles. Some members want to fundraise their entire assessment while others want to be casual booster club members and fundraise sparingly. The Flex plan meets the different needs of our membership while providing a real sense of fairness to all its members.

In the Flex Plan, there are two fundraising teams: Compulsory (levels 3, 4, & 5); and the Optional (levels 6, 7, 8, 9, 10, Elite, Hopes/TOPS and Xcel). Within these two teams are ten blind sub-groups into which members fall based on the percentage of their assessment fundraised. The total fundraised earnings, within each sub-group, are then divided equally (pro-rated based on their assessment amounts) by the members in the group.

The teams and sub-groups are as follows:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Compulsory Fundraising Team | |  | Optional Fundraising Team | |
| 90.1% - 100.0% |  |  |  | 90.1% - 100.0% |
| 80.1% - 90.0% |  |  |  | 80.1% - 90.0% |
| 70.1% - 80.0% |  |  |  | 70.1% - 80.0% |
| 60.1% - 70.0% |  |  |  | 60.1% - 70.0% |
| 50.1% - 60.0% |  |  |  | 50.1% - 60.0% |
| 40.1% - 50.0% |  |  |  | 40.1% - 50.0% |
| 30.1% - 40.0% |  |  |  | 30.1% - 40.0% |
| 20.1% - 30.0% |  |  |  | 20.1% - 30.0% |
| 10.1% - 20.0% |  |  |  | 10.1% - 20.0% |
| 0.0% - 10.0% |  |  |  | 0.0% - 10.0% |

If a member fundraises over 100% of his or her assessment, the "overage" can be taken into account for the following assessment period.

The total distribution to a family with more than one gymnast will be split pro-rata between the gymnasts based on their assessment amounts, so that the family as a whole falls into one sub-group of the Flex Plan.

Members should contact the President at cggbc.president@gmail.com with any questions or concerns regarding fundraised earnings.

## Resource Account

Three percent of all fundraised earnings will be deposited into the Resource Account. The Board will oversee use and allocation of the Resource Account. This account will be used to promote the sport of gymnastics and the needs of the gymnasts and families as determined by the Board.

# VI. FUNDRAISERS

Throughout the CGGBC season, members may choose from a variety of fundraisers in which to participate. Some fundraisers run continuously throughout the season, while others last only a few weeks. All CGGBC fundraisers are organized and run (or chaired) by volunteer members. Any member wishing to chair or co-chair a fundraiser should contact the Vice President of Fundraising (see [www.cggbc.com](http://www.cggbc.com/) for current contact information). Members can find current fundraiser informational flyers on the website. An email will be sent out at the beginning of each fundraiser to notify the membership that information is available. All catalogues and order forms will be kept in the second drawer of the CGGBC filing cabinet located by the bleachers near the gymnasts’ lockers. CGGBC is not responsible for any damage to personal items or equipment used for CGGBC business.

# VII. RULES AND PENALTIES FOR WORKING CGGBC FUNDRAISER EVENTS

Arriving Late (without previous clearance by chairperson)

1. Members must arrive 5 minutes prior the scheduled time.

1. Arriving within the first 15 minutes late of the scheduled time – after 2nd offense – banned from working for the next 30 days.
2. Arriving 16 to 30 minutes late – banned from working for the next 30 days.
3. Arriving 31 to 60 minutes late – banned from working for the next 60 days plus required to forfeit 10% of earnings (those earnings will then be split by the other workers that were on time).
4. Arriving over 1 hour late – banned from working for the next 60 days plus required to forfeit 50% of earnings (those earnings will then be split by the other workers that were on time).

## Leaving Early (without previous clearance by chairperson)

1. No one is to leave until everyone is done.
2. Leaving 15 minutes early – no penalty if agreed upon (in writing) by everyone working that night. The written agreement must be submitted to the fundraiser chairperson as soon as possible after working the event.
3. Leaving 16 to 30 minutes early – banned from working for the next 30 days.
4. Leaving 31 to 60 minutes early – banned from working for the next 60 days plus required to forfeit 10% of earnings (those earnings will then be split by the other workers that stayed the entire time).
5. Leaving over 1 hour early – banned from working for 60 days plus required to forfeit 50% of earnings (those earnings will then be split by the other workers that stayed the entire time).
6. Leaving early at any time, without explanation or notification – banned from working for 1 year plus required to forfeit 100% of earnings (those earnings will then be split by the other workers that stayed the entire time).

## No Show (without previous clearance by chairperson)

1. If you sign up you must show up to work.
2. If you need to cancel, it is your responsibility to find a replacement.
3. No show – 1st offense – banned from working for the next 60 days plus a fine of $50 to be paid to CGGBC within 7 days of offense.
4. No show – 2nd offense – banned from working for 1 year plus a fine of $100 to be paid to CGGBC within 7 days of offense.

## Other

1. All workers will be required to sign in and write down arrival time.
2. All workers will be required to sign out and write down departure time.
3. In addition to any fines and penalties stated above, the member(s) committing any given offense will be responsible for any fine or penalty assessed by the establishment for whom CGGBC is working.
4. The chairperson will notify a member in writing if a penalty is being assessed. The chairperson will include the reason for the penalty and the date of infraction. The President will be cc’d on this email.
5. A member may petition the CGGBC Board via email to the President using the CGGBC Appeal Form (see website) regarding a penalty received within 7 days of the offense. The Board will vote and respond in writing to the member’s written petition within 7 days of receipt. The Board is the final authority on all penalties described herein.
6. If a penalty involves a suspension, the member will stay on the work schedule for the 7-day appeal period. If a member does not petition the CGGBC Board within 7 days of the offense, any fine (if applicable) must be paid by 7 days after the date of the offense and any suspension (if applicable) will begin 7 days after the date of the offense.
7. Letter of Misconduct – This letter will be given to a member that the Board deems necessary to rectify his/hers behavior before expulsion from CGGBC. This letter will indicate that after the 3rd written complaint, the member will be automatically removed from CGGBC with the understanding that the gymnast is the member of the club, and anybody fundraising on her behalf is jeopardizing that privilege.

# VIII. ACKNOWLEDGMENT FORMS

**2019-20 CGGBC HANDBOOK ACKNOWLEDGMENT FORM**

Membership dues: $40 first gymnast, $20 each additional gymnast. Please make your check payable to CGGBC, attach check to the three (3) signed Acknowledgment Forms and place the three (3) forms and the check in the CGGBC box on top of the filing cabinet located in between the team lockers and bleachers at the gym. Or fill out the online membership form and check the acknowledgements for the information contained in all three forms and place your check only in the CGGBC box at the gym. **Online acceptance of the forms is the legally binding equivalent of the signed paper forms.**

Check Number \_\_\_\_\_\_\_\_\_\_\_\_\_ Check Amount \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please sign below acknowledging that you are in receipt of, and have read and understand the CGGBC Handbook. Further, by signing this Acknowledgment Sheet and paying your Membership Fee, you have agreed to abide by the rules and regulations set out in the CGGBC Handbook.

PLEASE PRINT:

Gymnast’s First Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Last \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Level/Group \_\_\_\_\_\_\_\_

DOB \_\_\_\_\_\_\_\_\_\_\_\_ USAG Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ T-Shirt Size\* \_\_\_\_\_\_\_\_ Leo Size\* \_\_\_\_\_\_\_

\*T-shirt and Leo sizes are often requested by hosting gyms (CS, CM, CL, AS, AM, AL).

Parent’s Names \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Home Phone Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Home Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ City \_\_\_\_\_\_\_\_\_\_\_\_\_\_ State \_\_\_\_ Zip code \_\_\_\_\_\_\_\_

Mother’s Cell or work phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Father’s Cell or work phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CGGBC will communicate with you by email. Email addresses will be used for CGGBC- and gymwide notifications only. List preferred email(s) you would like CGGBC to use:

**PLEASE PRINT EMAIL ADDRESS**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I/We the parent(s) of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ have read and understand the Capital Gymnastics Girls’ Booster Club Rules and Policies in the Booster Club Handbook and will comply.

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

# DATE PARENT’S OR GUARDIAN’S SIGNATURE

**FUNDRAISER ACKNOWLEDGMENT FORM 2019-2020**

I ACKNOWLEDGE THAT, BY SIGNING THIS DOCUMENT THAT:

1. I ASSUME THE RISK OF BEING FINED BY THE PARTY PROVIDING THE FUNDRAISING OPPORTUNITY (“CONTRACTING PARTY”) FOR WORK PERFORMED UNDER THE CONTRACT BETWEEN CGGBC AND THE CONTRACTING PARTY.

1. I WILL INDEMNIFY CGGBC FOR ANY FINES LEVIED AGAINST ME OR CGGBC BY

THE CONTRACTING PARTY WITH REGARD TO FUNDRAISING WORK FOR WHICH I

SIGNED UP (OR OTHERWISE COMMUNICATED MY CONSENT TO WORK) AND

AGREED TO PERFORM, AND THAT SUCH FINES WILL BE PAID DIRECTLY BY ME

TO CGGBC. IF FOR ANY REASON I DO NOT PAY THE FINE TO CGGBC WITHIN 7

DAYS FROM THE DATE WRITTEN NOTICE IS GIVEN (VIA EMAIL, HAND DELIVERY

OR POSTED LETTER), I AGREE TO PAY A LATE FEE OF 25% OF THE FINE OR $20,

WHICHEVER IS GREATER. CGGBC WILL HAVE THE RIGHT TO DEDUCT ANY

UNPAID FINE AND/OR LATE FEE FROM MY FUNDRAISED EARNINGS, AND ALL FUTURE FUNDRAISED EARNINGS WILL BE APPLIED TO THE BALANCE OF THE

FINE AND/OR LATE FEE UNTIL IT IS PAID IN FULL. IF A BALANCE IS DUE AFTER

FUNDRAISED EARNINGS HAVE BEEN APPLIED TOWARDS THE FINE AND/OR LATE

FEE, I WILL BE HELD PERSONALLY RESPONSIBLE FOR PAYMENT OF THE FINE TO CGGBC, AND UNDERSTAND NON-PAYMENT IS GROUNDS FOR EXPULSION FROM CGGBC.

1. IF I AGREE TO WORK A SPECIFIC SHIFT AND CANNOT WORK THAT SHIFT FOR

ANY REASON, IT IS MY SOLE RESPONSIBILITY TO FIND A REPLACEMENT WORKER. IF NO SUBSTITUTE CAN BE FOUND, I AGREE TO BE LIABLE FOR ALL FINES THAT ARE A DIRECT OR INDIRECT RESULT OF MY ABSENCE.

1. IF I SIGN UP TO WORK A SPECIFIC SHIFT AS A SUBSTITUTE, I UNDERSTAND THAT I AM TAKING THE PLACE OF THE ORIGINAL WORKER IN ALL RESPECTS, AND I ASSUME ALL LIABILITY FOR ANY AND ALL FINES THAT MAY RESULT FROM WORKING THAT SHIFT.

1. IF I HAVE A DISPUTE WITH ANOTHER MEMBER AS TO WHO IS RESPONSIBLE FOR

PAYMENT OF ANY FINE, UPON MY WRITTEN REQUEST, THE BOARD OF

DIRECTORS WILL DECIDE WHICH MEMBER IS LIABLE FOR PAYMENT OF THE FINE AND FOR HOW MUCH. THE BOARD'S DECISION WILL BE FINAL.

MEMBER SIGNATURE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PRINTED NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# CGGBC GENERAL RELEASE OF LIABILITY ACKNOWLEDGMENT FORM 2019-2020

NOTICE: This General Release of Liability (“Release”) may limit or eliminate rights afforded to you by law. You should fully understand its contents before signing.

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (the “Member”) of Capital Gymnastics Girls Booster Club (“CGGBC”), in consideration of being a member of CGGBC, the receipt and sufficiency of which are hereby acknowledged, do hereby release, remise any claims, and forever discharge and hold harmless CGGBC, its successors, assigns, administrators, employees, agents and vendors, (collectively “CGGBC”), and release, remise any claims, and forever discharge and hold harmless CGGBC, whether originating in the gym (Capital Gymnastics National Training Center, 10400 Premier Court, Burke, VA 22015) United States or elsewhere, from any and all liability, including but not limited to direct, indirect, special, consequential or liquidated claims that result from personal property left on the premises at the gym, actions of the parties named herein or any third parties, of and from all, and all manner of action and actions, cause and causes of action, suits, sums of money owed as a result of a judgment or refund, covenants, contracts, controversies, agreements, promises, damages, judgments, extents, executions, claims, and demands whatsoever, in law or in equity, that Member ever had, now have or which heirs, executors, or administrators of Member hereafter can, shall or may have for upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date of these presents. Rights against parties not named herein are reserved.

This Release shall be governed by and construed in accordance with the law of the Commonwealth of Virginia where both CGGBC and the gym are situated. In the event of any dispute under or arising from this Release, the parties hereby agree to arbitrate their claims within Fairfax County, Virginia and in accordance with the American Arbitration Association guidelines as the sole forum to resolve the dispute. In the event that any panel or other body finds any single provision of this Release to be invalid, unlawful or against public policy, such a finding shall not invalidate the rest of the Release and the invalid portion of the Release shall be severed from the valid portion of the Release. I have read and understand and specifically agree to all the language in this General Release. I understand that, by signing this release, I may be giving up rights afforded to me by law and willingly and voluntarily do so.

I certify by my signature that I am at least 18 years of age and have full mental capacity to enter into the Agreement.

In witness whereof, I hereby set down my hand and seal:

Print name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_