

TIDE Swim Team, Inc.

Annual Contract Preparatory 2010-2011

I, _____, the parent or legal guardian (hereafter referred to as the "Parent") of the swimmer named below (hereafter referred to as the "Swimmer"), on behalf of the Swimmer and myself, hereby apply for membership to TIDE Swim Team, Inc. (hereafter referred to as TIDE). If accepted for membership, the Swimmer and I/we, jointly and severally (collectively "I"), agree as follows:

1. I will read, support, and comply with the Objectives and By-laws of TIDE and comply with the rules and regulations of the YMCA of South Hampton Roads (YMCA) or any other facility where practices, meets, or other functions are held.
2. I will pay the Annual Dues of \$280 and the Additional Fees (see Financial Terms, below) in accordance with the payment method prescribed. I understand all TIDE invoices will be posted electronically to my TIDE member account and that I am responsible for setting up an appropriate payment method. I will become and remain a member in good standing of the YMCA while a member of TIDE. I acknowledge that my/our failure to meet the financial and/or other obligations set forth herein on the specified dates shall disqualify the Swimmer and all members of the Swimmer's family from participating in practices, meets, or other functions. Continuation in this status for thirty (30) days or more may result in an accelerated payment being required by the Board of Directors (hereafter referred to as the "Board") as stated in Section 10 below. I agree to pay any and all collection costs, including but not limited to, court costs and reasonable attorney's fees, resulting from our failure to pay as agreed.
3. I understand that while practice schedules are published by the team, there may be occasions whereby, due to unforeseen circumstances or technical problems, the Swimmer's practice location and/or practice time(s) may have to be changed by TIDE.
4. I will provide the required transfer documentation from any USA Swimming team for which the Swimmer previously swam, verifying that I left that team with all financial obligations met (if applicable).
5. I will complete TIDE's online swimmer registration, Medical Release Form, and the Code of Conduct, as requested, and keep the Swimmer and family account on the TIDE website current should any changes occur in contact, medical, or electronic payment information.
6. The Swimmer shall attend and participate in the required practice sessions and adhere to the practice schedule they have been assigned.
7. The Swimmer shall wear official Speedo team apparel when representing TIDE at all swim meets as prescribed by current team sponsorship contracts.
8. The primary method of communication of announcements, meet dates, and other notices to team members and parents of TIDE is through the TIDE website. Team e-mail is used as a secondary method of communication to the team. If I do not have Internet access or maintain an e-mail address, I recognize that it is my responsibility to be proactive and check with the coaches or other TIDE representatives for such information.
9. I will notify the Board by letter, via the President, if I wish to withdraw from TIDE. The Swimmer should personally notify his/her coach of his/her intention to leave TIDE. I understand that such withdrawal shall not change our financial or other obligations hereunder for the remainder of the Contract Term.
10. A default by me/us under this contract or the withdrawal from TIDE shall not release me/us from our financial and other obligations under this contract for the remainder of the Contract Term. A default by me/us under this contract or the withdrawal from TIDE shall entitle TIDE, at its option and upon written notice to the undersigned, to accelerate all amounts due hereunder for the remaining Contract Term and to collect all such amounts immediately in one lump sum notwithstanding the other provisions of this Contract.

TIDE will provide the Swimmer with age appropriate swimming instruction and coaching and the opportunity to participate in swimming competition, if deemed appropriate by the Swimmer's lead coach, with specific meets chosen by the TIDE coaching staff. The Swimmer will be placed in a group, chosen by the coaching staff, that is best suited to his/her physical, emotional, and social development.

Financial Terms: The standard method of payment is **ONE payment of \$280 which must accompany this contract**. Exceptions may be granted by the Board of Directors on a case-by-case basis should the single payment plan present a financial hardship. Swimmers in Preparatory are not eligible for the multi-swimmer discount.

Additional Fees: The following fees **must** be submitted with the completed contract at registration. Failure to do so may result in your swimmer being withheld from practice. The check should be payable to TIDE Swim Team and attached to each swimmer contract. Fees are per swimmer.

USA Swimming Registration	\$60
TIDE Registration	\$41

To the fullest extent allowed under applicable law, the undersigned does hereby release and agree to hold harmless TIDE, the Board, Coaches, Team Chaperones, other members & volunteers, and any facility (including the entity which owns and/or operates such facility) that TIDE utilizes, from any liability arising from any injury or damage to the Swimmer or any family member or its property while participating in any way in the TIDE program, including but not limited to practices, meets, or any other TIDE activity and shall look solely to the family's insurance or other assets for any such injury or damage. Each swimmer or family member participates at his or her own risk. TIDE is not responsible for any lost or stolen property of the Swimmer or the undersigned. I grant this release and indemnity on behalf of myself, the Swimmer, and any other person responsible for or representing the Swimmer in consideration of the benefits derived from participating in and being a member of TIDE. This release and indemnity shall survive the termination of this contract.

If any part of this Agreement is declared invalid, the balance of the Agreement shall remain in effect. Any matter not covered by this Agreement shall be determined by the Board and promptly communicated to the undersigned. Any and all modifications to this Agreement shall be in writing and initialed by all parties. This contract represents the entire agreement among the parties regarding the subject matter hereof and supercedes all prior oral or written agreements.

Swimmer's Name: _____ Date of Birth: _____ Age: _____
(first) (MI) (Last)

Signature of Mother or Legal Guardian

Signature of Father or Legal Guardian

Printed Name of Mother or Legal Guardian

Printed Name of Father or Legal Guardian

Signature of TIDE President

Date: _____

To complete online registration:
(Please print CLEARLY)

Name of person(s) responsible for payment: _____

ONE (1) Email address* to be used for Member account login: _____

*Families may enter up to three (3) email addresses on their TIDE account. Email sent to the team will be sent to all addresses entered. However, only ONE email address can be selected as the primary address that is used to log in to the account. It will be necessary to log in to enter a Swimmer into meets, to view account balances, to view and pay invoices, to update contact and medical information, and to set up electronic payment options.

TIDE SWIM TEAM
EMERGENCY MEDICAL INFORMATION

Swimmer: _____

Group: PREPARATORY

Insurance company _____ Policy number _____

Doctor's name _____ Doctor's phone _____

Emergency contact _____ Contact's phone _____

List any allergies or other medical conditions:

List any medication:

I, as parent and/or legal guardian of the above child hereby give my permission for representatives of TIDE Swim Team Inc., including coaches and chaperons, to obtain whatever medical attention is needed for my child in the event of accident or emergency. Any hospital, clinic, or emergency medical center/service and its medical staff have my permission to provide treatment which a physician deems necessary for the well being of my child until such time as I or my spouse can be reached. I also assume the responsibility for payment of any such medical treatment. I/we hereby release and agree to hold harmless the TIDE Swim Team Inc., the YMCA and their officers, directors, employees, and agents from any and all liability arising from my/our child's participation with the TIDE Swim Team. This release is effective until revoked by me in writing.

Signature of Parent or Legal Guardian: _____ Date: _____

Print Name of Parent or Legal Guardian: _____