

TIDE Swim Team, Inc.
Annual Contract Groups TIDE Blue through National
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 as set forth on the Annual Fee Schedule in accordance with the payment method selected and pay the Additional Fees and other fees or expenses such as team travel as they are incurred. 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 13 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 will pay all Meet Entry Fees charged to my TIDE account. I understand that I incur Meet Entry Fees each time I enter the Swimmer in a meet using the online, TIDE website-based meet entry system and that these fees are charged to my TIDE account. I also understand that once Meet Entry Fees are paid to the meet host team, they are nonrefundable.
4. 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.
5. 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).
6. 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.
7. I understand that swimmers will be placed in groups each year based on the TIDE program under coaches recommendation. The Swimmer shall only attend the practice schedule and group that they have been assigned and should participate in meets designated by the coaching staff.
8. The Swimmer shall wear official Speedo team apparel when representing TIDE at all swim meets as prescribed by current team sponsorship contracts.
9. I understand that during the short and long-course swimming competition season TIDE will sponsor several swim meets/competitions to include intra-squad, dual, tri-meet and larger format events. I agree to assist the team in running these meets and will work 50% of the volunteer sessions in each team-sponsored meet/competition as directed by the Meet Director. If I am unable to meet my required 50% shift requirement by working myself, or arranging for someone to meet volunteering requirements on my behalf, I agree to pay \$50 per session for each session that I fail to work less than the required shifts. TIDE will also need a volunteer crew to raise and take down the bubble at the Mt. Trashmore YMCA pool. Those individuals who work on the bubble crew will receive one volunteer shift credit towards their yearly obligation for a shift worked in either the fall or spring (2 volunteer shift credits if working both). This provision is applicable to all members whose Swimmer is in Group TIDE Blue through National, regardless of whether the Swimmer is participating in a particular meet.
10. I will raise \$3600 annually through fundraising activities as designated by the Board. TIDE'S primary method of fundraising, at this time, is through two weekly Bingo Games. Each family may choose to participate in the weekly Bingo fundraiser. Those families who choose to participate in this fundraising program are required to work in the Bingo game as per the current schedule, which is determined by the Board, and which runs for a period commencing October 1, 2010 and ending September 30, 2011, which is also the term of this Contract (the "Contract Term"). Those families who choose not to participate in this fundraiser shall pay to TIDE \$3600, in three installments due November 1, 2010, January 1, 2011 and March 1, 2011. Families who choose to participate in TIDE Bingo will be assigned to Bingo teams. The number and location of Bingo work shifts and bingo games can change at the discretion of the Board and will depend on the number of available Bingo workers and the availability of bingo facilities. If a family has chosen to participate in the Bingo fundraiser and then misses an assigned Bingo work shift, they will be fined \$500 for missing an assigned Bingo work shift. This provision is applicable to all members whose Swimmer is in Group TIDE BLUE through National, with the exception for those families in their first year of TIDE and have no swimmers in a group 'higher' than TIDE BLUE who will be exempt from the bingo fundraising obligation.
11. The primary method of communication of announcements, meet dates, meet volunteering sign-ups, Bingo Team assignments, 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.

12. I will notify the Board by letter, via the Secretary and President, if I/my swimmer(s) wish to withdraw from TIDE. The Swimmer and/or parent/guardian 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.
13. 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.

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: _____ Age: _____ Birthdate: _____ Group : _____
(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: _____

TIDE Swim Team, Inc.
2010-2011 Annual Fee Schedule
(Does Not Include YMCA Membership)

<u>Program</u> <u>Level or Group</u>	<u>Annual Dues</u>	<u>Amount To Be Paid</u> <u>In 10 Payments</u>
TIDE Blue	\$355	\$35.50
TIDE White	\$405	\$40.50
Age Group Blue	\$475	\$47.50
Age Group White	\$645	\$64.50
Regional	\$805	\$80.50
Power	\$805	\$80.50
Senior	\$875	\$87.50
National	\$930	\$93.00

Financial Terms

Payment Plans: TIDE offers the following two (2) different payment plans. **Please circle the plan of your choice.**

1. Single Payment Plan 2. 10 Payment Plan

Single Payment Plan: A check for the annual dues amount **must** accompany the contract.

Please take note that the single payment plan does not account for swimmer Meet Entry Fees that will be posted to the Swimmer Account automatically as they occur (see below)

Ten (10) Payment Installment Plan: This plan allows the annual dues amount to be paid over a series of 10 monthly payments. Payments are equal to 1/10 of the annual dues and are due and payable on the 1st day of each month beginning on October 1st and ending on July 1st. Payments will be considered past due if not received by the 15th of the month. **A late charge of \$25 will be charged on all overdue payments.** All TIDE invoices will be posted electronically. Families selecting the installment plan are **strongly** encouraged to select one of the online payment methods when completing online swimmer registration. Payments may also be mailed to **TIDE Swim Team, Inc., P.O. Box 4224, Virginia Beach, Virginia 23454-0224.**

Multi-Swimmer Discounts: TIDE offers a multi-swimmer discount for those families with more than one (1) swimmer on the team. The discount is based on 100% of the dues of the highest level swimmer. A 25% discount is given for the next lowest level swimmer and a discount of 50% on all other swimmers. The multi-swimmer discount is available to TIDE Blue through National only with National being the highest level. Swimmers in Preparatory are not eligible for the multi-swimmer discount.

Meet Entry Fees: Meet Entry Fees will be automatically posted to the Swimmer account when the Swimmer is entered in a meet using the online, TIDE website-based meet entry system. Once meet entries have been processed and sent to the host team, Meet Entry Fees are non-refundable. The Swimmer will be charged for individual as well as relay events (where applicable) as well as for any other associated Meet Entry Fees levied by the host team. Meet Entry Fees will be invoiced electronically in accordance with the established monthly billing cycle.

Additional Fees: The following fees **must** be submitted with the completed contract at registration. Failure to do so may result in the Swimmer being withheld from meets and/or 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		\$150 (to include TIDE Team Cap, Speedo Team Suit and T-shirt)

Signature of Mother or Legal Guardian Date: _____

Signature of Father or Legal Guardian 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.

6/23/2010

TIDE SWIM TEAM
EMERGENCY MEDICAL INFORMATION

Swimmer: _____

Group: _____

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: _____

