

## LEXINGTON DOLPHINS, INC. CONTRACT

This contract entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, 2010, between the Lexington Dolphins, Inc. and \_\_\_\_\_, the parent/guardian of the following swimmers for participation in the indicated practice group:

Name	Practice Group
_____	_____
_____	_____
_____	_____
_____	_____

**Term** - The term of the contract is from September 1, 2010 through August 31, 2011.

### FINANCIAL OBLIGATIONS

**Registration Fees** – The registration fee is \$100 for each swimmer. The Dolphins are affiliated with the Kentucky Local Swimming Committee (“LSC”) of USA Swimming. Each swimmer must join the Kentucky LSC under the name of the Dolphins to be permitted to practice or compete. The LSC fee is included in your registration fee. USA Swimming registration runs from January 1 through December 31. The LSC fee includes USA Swimming insurance. The registration fee must be paid when the application for membership is submitted.

**Dues** – Annual dues for the fiscal year from September 1, 2010 through August 31, 2011 are set forth below for each practice group:

	<u>Annual Dues</u>	<u>Installment</u>
Blue	\$1,233	\$137
Red	\$ 945	\$105
Yellow	\$ 729	\$ 81
White	\$ 558	\$ 62

Dues are payable in nine monthly installments beginning September 2010 through May 2011. You will be invoiced the first of each month for the installment payments. You are responsible for the total annual dues regardless of length of membership or level of participation, except as provided under **Trial Period** below. If a swimmer changes practice groups during the course of the swimming year, you will be responsible for any increase in dues and the monthly payments will be appropriately increased for the remainder of the swimming year.

**Payments** – All payments must be made by check or money order made payable to the Lexington Dolphins, Inc. Monthly invoices must be paid by the 20<sup>th</sup> of the month and must be mailed to: Lexington Dolphins, Inc., P. O. Box 23231, Lexington, KY 40524. Any payment received that is postmarked after the 20<sup>th</sup> of the month will be assessed a \$25 late fee. If any checks are not honored by your financial institution, you will be assessed a \$25 fee. If fees are past due for more than 30 days, your swimmers will not be eligible to participate until all outstanding balances due are paid in full.

**Trial Period** - A two week trial period is available to swimmers who have never trained with or competed for Lexington Dolphins which begins with the first day of practice. Any swimmer taking advantage of the two week trial period, that does not intend to continue membership, must notify the team administrator in writing by the published date to receive a refund of dues and fees paid.

**Entry Fee Escrow** – A meet entry fee escrow of \$50 is required for each swimmer. The entry fee escrow will be invoiced to you with your October 2010 invoice. Each month entry fees incurred will be posted to your account. When your escrow account falls below \$20, you will be invoiced to rebuild the escrow to \$50.

### SWIM MEET COMMITMENT

Each swimmer is required to attend three swim meets one of which must be the State 8 & Under Championships, the State B Championships or the State A Championships. Failure to attend the required number of meets may jeopardize future team membership.

**SWIM MEET WORK COMMITMENT**

When your swimmer attends a meet that requires the Dolphins to provide timers, you will be required to time during the session in which your child participates unless you are participating in the swim meet in some other capacity (i.e. referee, starter, stroke and turn judge, etc.). The team administrator will make timing assignments and notify all families prior to the meet by email. Failure to meet your work commitment will result in a \$50 fine for which you will be invoiced.

**BINGO WORK EXPECTATIONS**

Each family is responsible for working Bingo sessions for the Lexington Dolphins. Families with one swimmer in the white or yellow group will be expected to work a minimum of 9 sessions per year. Families with more than one swimmer or a swimmer in the red or blue group will be expected to work a minimum 12 sessions per year.

**FAMILY FUNDRAISING OBLIGATION**

Each family is responsible for raising \$250.00 for the fiscal year ending August 31, 2011. You can meet your fundraising obligation by soliciting a sponsor or participating in the Swim-a-thon or Fall Splash as outlined in your registration materials. This obligation must be fulfilled by December 31, 2010 or you will be invoiced for your obligation in January 2011.

**FACILITY USE**

All swimmers and families are expected to treat the facility with respect. Any damages caused by swimmers or family members will be billed to the swimmer's family. The Lexington Dolphins are not responsible for any items that are damaged or stolen from the facility. Siblings are not to be left unattended at the practice facility and must be under adult supervision at all times.

+++++

All swimmers and parents are required to adhere to all rules as provided by the Lexington Dolphins, Inc. and the USA Swimming Code of Conduct.

**AGREEMENT**

As parent or legal guardian of the children named above, I hereby give my full consent and approval for my children to participate in USA swimming activities and competition as a member of the Lexington Dolphins, Inc. I understand that there are certain risks of injury inherent in the practice and play of this sport, as well as in traveling and other related activities incidental to my children's participation, and I am willing to assume those risks on behalf of my children. I do hereby waive, release and hold harmless the Lexington Dolphins, Inc., its directors, officers, coaches, sponsors, employees and representatives for any injury that may be suffered by my children in the course of participation in USA Swimming and activities incidental thereto. I hereby certify that my child is fully capable of participating in USA Swimming and that my child is healthy and has no physical or mental disabilities or infirmities that would restrict full participation in these activities. I understand the financial obligations, the swim meet commitment, the meet work commitment, the Bingo work commitment and the family fundraising obligation. I have read and fully understand the provisions contained in this contract and by signing agree to abide by its provisions.

\_\_\_\_\_  
Printed Name of Parent /Guardian

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

+++++

**CONSENT FOR PUBLICATION**

\_\_\_\_\_ I consent to the publication of my child's name and/or photograph on the Lexington Dolphins Swim  
(initial) team Website or other media.

**TRIAL PERIOD**

\_\_\_\_\_ My child has never participated in the Dolphin program and I wish to take advantage of the two week  
(initial) trial period as outlined in this contract.