

**LEXINGTON DOLPHINS, INC.
PARENT/SWIMMER CONTRACT**

This Contract is entered into on this the ____ day of _____, 2011, by and between the Lexington Dolphins, Inc. (hereinafter "Lexington Dolphins" or "Dolphins" or "Swim Team") and _____, the parent/guardian of the following swimmer(s), for participation by such swimmer(s) in the indicated practice group and on the Lexington Dolphins Swim Team:

Swimmer's Name Practice Group

- 1. _____
- 2. _____
- 3. _____
- 4. _____

A. TERM

The term of this Contract is from September 1, 2011 through August 31, 2012.

B. FINANCIAL OBLIGATIONS

Registration Fees - The registration fee to be paid by the parent/guardian to the Lexington Dolphins is \$100.00 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 Lexington Dolphins in order to be permitted to practice or compete. The LSC fee is included in the registration fee. USA Swimming registration runs from January 1 through December 31. The LSC fee also includes USA Swimming insurance. The registration fee must be paid when this Parent/Swimmer Contract is submitted to the Lexington Dolphins.

Dues - Annual dues for the fiscal year from September 1, 2011 through August 31, 2012 are set forth below for each practice group:

Annual Dues Nine (9) Monthly Installments:

Blue	\$1,359.00	\$151.00 per month
Red	\$1,040.00	\$116.00 per month
Yellow	\$ 801.00	\$ 89.00 per month
White	\$ 612.00	\$ 68.00 per month

The Annual Dues are payable in nine (9) monthly installments beginning with September 2011 and each consecutive month thereafter through May 2012. The parent/guardian shall be invoiced on or about the first of each month for such monthly installment payments. The parent/guardian shall be responsible for the total annual dues for each swimmer regardless of the length of membership or level of participation by each on the Swim Team, except as otherwise provided in the Trial Period and New Family Discount/Referral sections below. If a swimmer changes practice groups pursuant to the agreement of the Head Coach of the Swim Team and the swimmer's parent/guardian during the course of the Contract year, the parent/guardian signing below shall be responsible for any associated increase in dues, and the monthly installment payments shall be appropriately increased for each of the remaining monthly installment payments.

Payments - All payments must be made by check or money order made payable to the Lexington Dolphins, Inc. Monthly installments and any other amounts invoiced must be paid by the 20th of each month and must be mailed to: **Lexington Dolphins, Inc., P.O. Box 23231, Lexington, Kentucky 40524**. For any payment received that is postmarked after the 20th of the applicable month, the parent/guardian shall be assessed a \$25 late fee. If any checks are not honored by the applicable financial institution, the parent/guardian shall be assessed a \$25 fee. If any fees or invoiced amounts are past due for more than thirty (30) days, the parent/guardian's swimmer(s) shall not be eligible to participate until all outstanding balances due are paid in full.

Trial Period - A four (4) week Trial Period is available to new swimmers who have never practiced with or competed for the Lexington Dolphins. Such Trial Period begins on the swimmer's first day of practice. By signing below, the Parent/Guardian of the swimmer(s) listed in this Contract hereby acknowledges that such swimmer(s) has either completed such trial period or that such trial period has been and is hereby waived and that the participation of such swimmer(s) is now pursuant to the terms of this Contract.

New Family Discount/Referrals - Any "new family" to the Lexington Dolphins Swim Team shall not be required to pay the first monthly installment payment for each of their swimmer(s). A "new family" is defined as a family which has not had any swimmers on the Lexington Dolphins Swim Team since September 1, 2008, which was the

beginning of the 2008-2009 swim season. If any parent/guardian claims this "new family" first month exemption, then the "new family" section at the end of this Contract must be initialed by the parent/guardian. In addition, in the event a "new family" indicates on their Lexington Dolphins Application that they were referred to and/or brought to the Lexington Dolphins Swim Team by an existing family with swimmer(s) currently under Contract with the Swim Team, then that existing family shall receive a ten percent (10%) discount off of their remaining monthly installment payments for their most expensive swimmer for the current Contract year for each swimmer in such "new family", up to a maximum total deduction for the existing family of twenty percent (20%) with regard to each such "new family" referred to or brought to the Swim Team and up to a maximum deduction for the existing family of fifty percent (50%) with regard to the total number of new families referred to or brought to the Swim Team by that existing family. In the event such "new family" lists multiple existing families on its Application, then such deductions shall be prorated between such existing families (i.e. if two existing families are listed then each existing family receives one-half of the applicable deduction, if three existing families are listed then each existing family receives one-third of the applicable deduction, etc). No such monthly deductions shall be credited to existing families until such time as the applicable new family signs a Parent/Swimmer Contract and has completed or waived any applicable Trial Period. Any applicable deductions shall then begin with the next applicable monthly invoice to the existing family. In order for an existing family to qualify for such deduction for bringing any such "new family" to the Lexington Dolphins, the "new family" must also sign their Parent/Swimmer Contract and must have either waived or exhausted their four week Trial Period prior to November 1, 2011.

Entry Fee Escrow - A meet entry fee escrow of at least \$50 shall be maintained by the Parent/Guardian for each swimmer. The entry fee escrow shall begin to be included and accounted for beginning with the October 2011 invoice. Entry fees actually incurred for each swimmer shall be posted on the next monthly invoice issued. Any time the escrow balance for any swimmer falls below \$20, the Parent/Guardian shall be invoiced on the next monthly invoice in order to rebuild the escrow to the \$50 minimum level.

Long Course Season - In the event a swimmer participates in the Summer Long Course Season, the parent/guardian of each such swimmer shall be required to pay for a \$50.00 pool pass from the City of Lexington in order for each such swimmer to participate in practices and shall be required to pay a \$50.00 fee to the Lexington Dolphins for each such swimmer.

C. SWIM MEET WORK COMMITMENT

When any swimmer attends a meet that requires the Lexington Dolphins to provide timers, his/her parent/guardian shall be required to be available to serve as a timer during each session in which the swimmer participates, unless the parent/guardian is working the swim meet in some other capacity (i.e. referee, starter, stroke and turn judge, etc.). The Team Administrator shall make timing assignments and notify all families prior to the meet by emailing such assignments. Failure to meet such work commitment shall result in a \$50 fine which shall be invoiced.

D. BINGO WORK EXPECTATION

A member of each swimmer's family is expected to work Bingo sessions for the Lexington Dolphins. The number of Bingo sessions expected from each swimmer's family for each contract year depends upon the Practice Group in which the swimmer participates. The expected Bingo work sessions applicable to each Practice Group are as follows:

- *One swimmer in the White Group - a minimum of four (4) Bingo sessions and a maximum of six (6) Bingo sessions
- * One swimmer in the Yellow group - a minimum of six (6) Bingo sessions and a maximum of eight (8) Bingo sessions
- * One swimmer in the Red group - a minimum of eight (8) Bingo sessions and a maximum of ten (10) Bingo sessions
- * One swimmer in the Blue group - a minimum of ten (10) Bingo sessions and a maximum of twelve (12) Bingo sessions
- * More than one swimmer, but no swimmers in the Yellow, Red or Blue Groups - a minimum of six (6) Bingo sessions and a maximum of eight (8) Bingo sessions
- * More than one swimmer, but no swimmers in the Red or Blue Groups - a minimum of eight (8) Bingo sessions and a maximum of ten (10) Bingo sessions
- * More than one swimmer, but no swimmers in the Blue Group - a minimum of ten (10) Bingo sessions and a maximum of twelve (12) Bingo sessions
- * More than one swimmer, but at least one swimmer in the Blue Group - a minimum of twelve (12) Bingo sessions

E. FAMILY FUNDRAISING OBLIGATION

Each swimmer’s family is responsible for raising \$300.00 through fundraisers for the benefit of the Lexington Dolphins for the contract year ending August 31, 2012. Amounts to be applied to such fundraising obligation can be earned by soliciting a sponsor(s) for the Lexington Dolphins or by participating in the Swim-a-thon or Fall Splash as outlined in your registration materials. The fundraising obligation for each swimmer must be fulfilled by December 31, 2011, otherwise his/her parent/guardian shall be invoiced for the unfulfilled portion of the obligation on the January 2012 invoice.

F. FACILITY USE

All swimmers and families are expected to treat any facility used by the Lexington Dolphins with respect. Any damages caused by swimmers or family members shall be billed to the swimmer’s parent/guardian. The Lexington Dolphins are not responsible for any items that are damaged or stolen from or while at any facility used by the Lexington Dolphins and/or any of its swimmers. Siblings of swimmers are not to be left unattended and must be under adult supervision at all times.

G. COMMITMENT TO FOLLOW RULES AND REGULATIONS

All swimmers, their parents/guardians, siblings and/or other guests of the swimmer and/or his/her parent/guardian are required to strictly follow all rules and regulations of the Lexington Dolphins, Inc. and the USA Swimming Code of Conduct.

H. AUTHORITY, CONSENT AND APPROVAL CLAUSE

As parent or legal guardian of the swimmer(s) named above, I hereby give my full consent and approval for my child(ren) to participate in USA swimming activities and competition as a member of the Lexington Dolphins Swim Team for 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 child(ren)’s participation, and I am willing to assume those risks on behalf of my child(ren). 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 child(ren) in the course of participation in USA Swimming, on and for the Lexington Dolphins Swim Team and for Lexington Dolphins, Inc. and activities incidental thereto. I hereby certify that my child(ren) is fully capable of participating in USA Swimming and that my child(ren) 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 expectation and the family fundraising obligation. I have read and fully understand the provisions contained in this contract and by signing below agree to abide by its provisions.

NEW FAMILY DEDUCTION CLAIM

____ I hereby claim that no member of my family has participated in any manner (initials) with the Lexington Dolphins Swim Team at any time since at least September 1, 2008 and that the swimmer(s) from my family listed above are entitled to an exemption from payment of the first monthly installment payment pursuant to this Contract as provided above.

CONSENT FOR PUBLICATION

____ I hereby consent to the publication of my child’s name and/or photograph on the (initials) Lexington Dolphins Swim Team Website or other media.

PARENT/GUARDIAN SIGNATURE

DATE

PRINTED NAME OF SIGNATURE