

**2009-2010 Evergreen Swim Club**  
**Contract and Registration Masters Form—USMS ID# \_\_\_\_\_ (if known)**

*(All fields are required or forms/athlete registration will be returned)*

Swimmer's Name: Last \_\_\_\_\_ First \_\_\_\_\_ Middle \_\_\_\_\_ Sex: M F

Group: Masters Age: \_\_\_\_\_ DOB: \_\_\_\_/\_\_\_\_/\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Mailing Address: (if different) \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Emergency Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

How did you hear about us? Flyer/Other Swimmer? \_\_\_\_\_

**USMS Membership Level:**

<input type="checkbox"/>	Regular:	\$40
<input type="checkbox"/>	Need- Based or Senior (65 & Older)	\$30

Year Last Registered with a Swim Club \_\_\_\_\_, if you registered with a different USMS Swimming Club in 2008, enter that Club Code \_\_\_\_\_, LSC Code \_\_\_\_\_ and the date of your last competition representing that Club \_\_\_\_/\_\_\_\_/\_\_\_\_

Sign Here: \_\_\_\_\_

*\*\*NOTE: Except for 1-week trial period, swimmers without current USMS swimming registration & fee, contract, medical form, and liability waiver will not be allowed in the pool.*

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**CONTRACT:** As part of the ESC program, all swimmers are committed to an annual contract and to pay monthly dues through July 2010. SIGNED CONTRACT, USA SWIMMING REGISTRATION FORM & FEE AND MEDICAL/LIABILITY WAIVER ARE TO BE SUBMITTED NO LATER THAN THE FIRST DAY OF PRACTICE. This contract may be cancelled, or a "time-off" taken any time by providing a written 30 day notice to the Treasurer. Athletes may also opt to move to a "Fitness" level during other sports activities or high school swim. \_\_\_\_\_ ( Initial)

**PAYMENT:** Beginning in August, the Evergreen Swim Club (ESC) will submit statements on or around the 21st for the following month. Statements will contain fees for monthly dues, meet fees, and purchased swim gear. Payment is due by the 10<sup>th</sup> and considered delinquent if not received by the 15<sup>th</sup> of the following month. The full monthly dues amount will be charged for each month regardless of the number of days swum unless there is an extended medical problem, or 30-day notification has been received. Delinquent accounts will be assessed a \$25 late payment fee for each late month. Accounts more than 30 days past due will be subject to a 1% interest charge per month in addition to the late penalty charges; in addition, the swimmer will not be allowed in the pool until payment and fees are current. Payments, are mailed to: Evergreen Swim Club-Treasurer, P.O. Box 11823, Olympia, WA 98508-1823. Payments may also be given to the Treasurer in person on the 1<sup>st</sup> Thursday of the month, at the ESC monthly parent meeting. \_\_\_\_\_ ( Initial)

**MONTHLY DUES:** The cost is \$40 a month (College \$35) or \$5 dollars a session if you don't want to practice 4 days a week .Adult Fitness: \$5/Saturday session only. Team dues will not be prorated unless for extended absence due to medical reasons, or if a new swimmer joins the club. Families with more than two swimmers will receive a 10% discount for the third swimmer in the youngest group; the fourth and subsequent swimmers will receive full scholarship. Refunds may be requested for any month that has not yet started; however, once a month has started, the full amount will be due for that month. Refund requests will be reviewed and approved by the ESC board. \_\_\_\_\_ ( Initial)

**FEES:** USMS Swimming annual registration fee of \$40.00 required upon registration with the club. If a returning member, the annual registration fee will be billed on swimmer's November's monthly statement. All swimmers, including Adult Fitness, must

be registered with USA Swimming or USMS in order to participate in Club practices or to attend meets as members. This is for your protection as it provides insurance for your swimmer and the Club. Insurance coverage may be viewed in detail on the USASwimming.org website.

I have read the "Evergreen Swim Club 2008-2009 Contract and Registration Information" and understand my obligations to the ESC. I understand that fees will be adjusted if a swimmer changes groups. Meet fees and USA registration are separate obligations under this contract. USA registration form/fees must accompany this contract for all new swimmers. I understand that returning college swimmers and adult fitness swimmers are not required to participate in fundraising or other participation requirements. RETURN THE COMPLETE CONTRACT, MEDICAL/LIABILITY FORM, FIRST MONTH'S DUES, AND USA SWIMMING REGISTRATION FORM & FEE (if required) TO: Evergreen Swim Club, P.O. Box 11823, Olympia, WA 98508-1823.

Master Swimmer: \_\_\_\_\_ Date: \_\_\_\_\_

### EVERGREEN SWIM CLUB WAIVER AND RELEASE OF LIABILITY

I, \_\_\_\_\_, intending to be legally bound, hereby certify that I am physically fit and have not been otherwise informed by a physician. I acknowledge that I am aware of all the risks inherent in Masters Swimming (training and competition), including possible permanent disability or death, and agree to assume all of those risks. AS A CONDITION OF MY PARTICIPATION IN THE MASTERS SWIMMING PROGRAM OR ANY ACTIVITIES INCIDENT THERETO, I HEREBY WAIVE ANY AND ALL RIGHTS TO CLAIMS FOR LOSS OR DAMAGES, INCLUDING ALL CLAIMS FOR LOSS OR DAMAGES CAUSED BY THE NEGLIGENCE, ACTIVE OR PASSIVE, OF THE FOLLOWING: UNITED STATES MASTERS SWIMMING, INC., THE LOCAL MASTERS SWIMMING COMMITTEES, THE CLUBS, THE HOST FACILITIES, MEET SPONSORS, MEET COMMITTEES, OR ANY INDIVIDUALS OFFICIATING AT THE MEETS OR SUPERVISING SUCH ACTIVITIES. In addition, I agree to abide by and be governed by the rules of USMS.

In consideration of being permitted to participate in these activities, I agree, on behalf of myself and my heirs, personal representatives, and assignees, not to make any claim against or sue Evergreen Swim Club (ESC); or their employees, officers, directors, agents, members or board members (collectively referred to as the "RELEASED PARTIES"); for any injury or damage to my child or myself arising from negligence, active or passive, or other acts, however caused, by the Released Parties.

In addition, I release and discharge the Released Parties for all actions, claims, or demands that I or my heirs, personal representatives, and assignees have or may hereafter have for personal injuries to myself, or property damage resulting because of the activities described above. This release includes injury or damage caused by negligence, active or passive, or other acts, however caused, by the Released Parties.

#### Photo Consent Form

I understand that promotional pictures (individual and group) have been / will be taken during the upcoming swim season. I give permission for my picture to be used for promotional materials (newsletter, web page, calendars, power point, etc.) in highlighting the events. NAMES WILL NOT BE USED.

By my signing this, I release Evergreen Swim Club and the ESC board of directors from any and all liabilities and waive all claims against them.

I HAVE CAREFULLY READ THIS AGREEMENT AND I UNDERSTAND THAT THIS IS A COMPLETE RELEASE OF LIABILITY, AS WELL AS A PROMISE NOT TO SUE OR MAKE A CLAIM.

Sign and Date: Master Swimmer's Name: \_\_\_\_\_

I hereby gives permission for any necessary medical care to be given to myself in case of accident or illness. I agree to assume full responsibility for the costs of any treatment provided.

Master Swimmer: \_\_\_\_\_ Date: \_\_\_\_\_

Remember to check out your LMSC website at [www.swimpna.org](http://www.swimpna.org) and the USMS website at [www.usms.org](http://www.usms.org) for information, updates, and changes.