



# LEXINGTON DOLPHINS, INC.

## PARENT/SWIMMER CONTRACT 2023-2024

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### A. TERM

The term of this Contract is from September 1, 2023 through August 31, 2024.

### B. FINANCIAL OBLIGATION

#### 1. Registration Fee and USA Swimming Fee (Sales taxes is included)

A **\$159.00 Registration Fee** is to be paid by the parent/guardian to the Lexington Dolphins for *each* registered swimmer. This registration fee will include a LEXD t-shirt and LEXD Swim Cap. There is also a separate **\$99.00 USA Swimming registration fee per athlete. You will receive an email with a link to do this on September 1<sup>st</sup>.** 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 to be permitted to practice or compete. USA Swimming registration runs from January 1<sup>st</sup> through December 31<sup>st</sup>. the LSC fee also includes USA Swimming insurance. The registration fees must be paid when this Parent/Swimmer Contract is submitted to the Lexington Dolphins.

#### 2. Annual Dues

Dues for swim team participation are calculated annually for the fiscal year which runs from September 1, 2023, through August 31, 2024. Dues paid in full by September 18, 2023 qualify for a discount of 5%. If you wish to take advantage of the Paid in Full Discount, you must elect to do so prior to September 1<sup>st</sup> by emailing Dave Doolin at [Coachdave@lexingtondolphins.org](mailto:Coachdave@lexingtondolphins.org). Although dues and contract terms are binding as an annual agreement, we do allow payment in nine (9) monthly installments. Annual and monthly payment amounts are as follows:

<u>Practice Group</u>	<u>Annual Dues</u>	<u>Monthly Dues</u>	<u>Paid in Full Discount</u>
Performance	\$2,098.80	\$233.20	\$1,993.86
Challenge	\$1,574.10	\$174.90	\$1,495.40
Technique	\$1,287.90	\$143.10	\$1,223.50
Development 3	\$954.00	\$106.00	\$906.30
Development 1 & 2	\$858.60	\$95.40	\$815.67

### 3. Specific Option for Quarterly Dues

Being cognizant of the commitment and interests of younger swimmers, we are offering Technique and Development groups the option of choosing a Quarterly Contract in lieu of an annual contract. The Quarterly Contract will run from September 1, 2023 through December 31, 2023 and again from January 1, 2024 through April 30, 2024. ***The Parent/Guardian of the swimmer must opt for the Quarterly Option no later than September 16, 2023, for the fall of 2023 and no later than December 16, 2023, for the spring of 2024.*** Quarterly and monthly payment options are as follows:

<b>Practice Group</b>	<b>Quarterly Cost</b>	<b>Monthly Dues</b>	<b>Paid in Full Discount</b>
Technique	\$699.60	\$174.90	\$664.62
Development 3	\$508.80	\$127.20	\$456.00
Development 1 & 2	\$466.40	\$116.60	\$443.08

### 4. Payment Requirements

Annual and Quarterly Dues are payable in monthly installments beginning in September 2023. Annual Dues are payable in nine (9) monthly installments from September 2023 through May 2024. Quarterly Dues are payable in four (4) monthly installments from September 2023 through December 2023 and/or January 2024 through May 2024. A credit card **MUST** be on file for all families whether you pay by credit card, monthly check or ACH. The parent/guardian shall be invoiced the first week of each month for such monthly installment payments. Automatic drafts and credit card payments are charged on or around the first of the month, with applicable processing fees. ***Payments by check are due by the 10<sup>th</sup> of each month; if not received by the 15<sup>th</sup> of the month, the credit card on file WILL be charged.*** Late payments are subject to a \$25 fine. The parent/guardian shall be responsible for the total annual dues for each swimmer regardless of the level of participation by each swimmer on the Swim Team, except as otherwise provided in the Trial Period section below. If a swimmer changes practice groups pursuant to the mutual 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 installments.

### 5. Trial Period

A Trial Period is available to new swimmers who have never practiced with or competed for the Lexington Dolphins. The Trial Period begins on the swimmer's first day of practice and continues only through September 22, 2023. Swimmers participating in the Quarterly contract obligation may also utilize the Spring 2024 quarter as a Trial Period if they did not participate in the Fall 2023 quarter. The Trial Period for the spring quarter contract begins on the swimmer's first day of practice and continues only through January 19, 2024. The Parent/Guardian can request participation in the Trial Period by affixing their signature to the designated area of this Contract. Signing the contract without requesting participation in the Trial Period does hereby acknowledge 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.

## **6. Entry Fees**

Meet entry fees are the responsibility of the Parent/Guardian for each swimmer. These charges are invoiced as part of the monthly billing. Once entries have been submitted to the host team, entry fees are nonrefundable and will be billed whether or not the swimmer participates in the events.

## **7. Long Course Season**

In the event a swimmer participates in the Summer Long Course Season, the parent/guardian of the participating swimmer(s) shall also be required to pay a \$212.00 participation fee to the Lexington Dolphins for each swimmer.

### **C. SWIM MEET WORK COMMITMENT**

#### **1. Meets Hosted by Lexington Dolphins**

Families are required to work a minimum of two (2) sessions per contract year at meets that are hosted by the Lexington Dolphins. Families who fail to fulfill this volunteer requirement will be assessed a fine of \$100 per session failure. (maximum of \$200 per contract year).

#### **2. Meets NOT Hosted by Lexington Dolphins**

When a swimmer attends a meet that requires the Lexington Dolphins to provide timers, the parent/guardian shall be required to be available to serve as a timer during any session in which the swimmer participates, unless the parent/guardian is working the swim meet in some other capacity (i.e. official) If we do not have the required volunteers, the Team Administrator shall make timing assignments and notify all families prior to the meet by emailing the assignment and appropriate details.

### **D. FAMILY FUNDRAISING OBLIGATION (NOT DONE)**

Each swimmer's family is responsible for raising \$400.00 through fundraisers for the benefit of the Lexington Dolphins for the contract year ending August 31, 2024. The fundraising obligation for each swimmer's family must be fulfilled by December 31, 2023, otherwise the swimmer's Parent/Guardian shall be invoiced for the unfulfilled portion of the obligation on the January 2024 invoice. Those who choose the Quarterly option will have a \$200 obligation for each contract period chosen.

Amounts to be applied to such fundraising obligations can be earned by the following means:

#### **1. Sponsorship Solicitation**

Sponsorship solicitation opportunities are outlined in the registration materials. Please review all details regarding deadlines in order to take advantage of this option.

#### **2. LEXD Swim-A-Thon**

Lexington Dolphins hosts a USA Swimming Swim-A-Thon each fall. Money raised by swimmers for their participation can be applied to the fundraising obligation, less applicable amounts payable to USA Swimming. Details regarding the Swim-A-Thon can be found in the LEXD Handbook.

### **3. Direct Payment**

Families who choose not to obtain a sponsorship solicitation or participate in the Swim-A-Thon may elect to be invoiced for four (4) separate \$100.00 payments that will begin October 1<sup>st</sup> and end January 1<sup>st</sup>. This option must be communicated to the Head Coach, Dave Doolin at [Coachdave@lexingtondolphins.org](mailto:Coachdave@lexingtondolphins.org) by September 22, 2023.

### **E. 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.

The presence of COVID-19 in our community provides unique challenges for our swimmers. Any and all restrictions/regulations for facility usage which occur as a result of COVID-19 will be communicated in writing to all parents/guardians. Any swimmer or family member who does not comply with the guidelines put in place to safeguard against COVID-19 will be removed immediately. Repeat offenses could result in permanent removal of the swimmer from the Lexington Dolphins program.

### **F. COMMITMENT TO FOLLOW RULES AND REGULATIONS**

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

### **G. CONSENT FOR PUBLICATION**

By signature below, I hereby consent to the publication of my child's name and/or photograph on the Lexington Dolphins Swim Team Website or other media.

### **H. AUTHORITY, CONSENT AND APPROVAL CLAUSE**

As parent or legal guardian of the swimmer(s) named in this contract, 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 hereto. 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 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.

**TRIAL PERIOD**

By signature below, I affirm that my child, \_\_\_\_\_, has never participated on the Lexington Dolphins swim team or previous Lexington Dolphins Trial Period and I wish to take advantage of the trial period as outlined in this contract.

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

\_\_\_\_\_  
Parent/Guardian Signature

**QUARTERLY CONTRACT**

By signature below, I affirm that my family would like to take advantage of the terms of the Quarterly Contract.

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

\_\_\_\_\_  
Parent/Guardian Signature

This Contract is entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the Lexington Dolphins, Inc. and \_\_\_\_\_, the Parent/Guardian of the below swimmer(s), for participation by such swimmer(s) on the Lexington Dolphins Swim Team and in the indicated practice group (subject to approval by the Head Swim Coach):

Swimmer's First and Last Name

Practice Group

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

\_\_\_\_\_  
Parent/Guardian Signature

Date: \_\_\_\_\_