

Occoquan Swimming, Inc. ('OCCS') CONTRACT (2019/2020)
TERMS AND CONDITIONS

AGREEMENT

By submitting my registration to become a member of Occoquan Swimming, I am seeking a program for my child to be involved with a swim team for the term of September 1, 2019 – August 30, 2020 (or a portion based on the program I register for). By submitting this registration, I am committing to the tuition for the length of the contract and in turn Occoquan Swimming will provide my child with an opportunity to be a part of the team with the included terms agreed to.

By submitting registration online, I certify that I am the parent or legal guardian for the child(ren) I am registering today under my account.

HEALTH OF CHILD

In permitting my child to swim with Occoquan Swimming (hereafter referred to “OCCS”), I affirm that my child has no known medical problems and/or conditions that prevent(s) his/her full participation in OCCS activities and programs, and I accept full responsibility for my child's participation in the program. I understand that the OCCS Medical Emergency Form must be completed before my child may be allowed to participate in OCCS activities and programs and that my child's participation must be in accordance with the rules and regulations for swimmer conduct. I agree to immediately notify OCCS in the event of any change in the health of my child, and I understand that I am responsible for deciding whether or not it is appropriate for my child to participate in the program. OCCS reserves the right to deny participation to any child if that child appears to suffer from a contagious disease that could potentially threaten the health of other swimmers, or if participation, at the discretion of the coach, is believed to be detrimental to the child's health. OCCS does not discriminate on the basis of any disability. In signing below, I consent and authorize the administration of emergency medical care on my child in the event that I am not available or cannot be reached.

ASSUMPTION OF RISKS

In spite of the risks associated with swimming and in participating in the activities provided or occurring at OCCS, and in consideration of being allowed to participate in those activities, on behalf of myself and my child, I FREELY AND VOLUNTARILY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY OR DEATH that may result from my child entering OCCS's facility and from participating in any activities provided or occurring at OCCS.

FUNDRAISING/VOLUNTEER OBLIGATION

OCCS does not have a requirement for volunteering, however all members are responsible for helping the team with swimming competitions. When enrolling in a swim meet it is assumed that you or someone in your family will be available to help for a portion of the swim meet.

OCCS does not have a fundraising obligation, however all families are eligible to help the team as well as their own accounts through the three major fundraising efforts: Swim A Thon (Fall), Raffle (Spring), Sponsors (ongoing).

SWIM A THON – 50% of the gross funds raised from the annual Swim A Thon after a minimum amount is raised toward the team efforts.

RAFFLE – 50% of the gross funds raised from the annual Raffle will be credited back to your OCCS account after a minimum amount is raised toward the team efforts.

SPONSORSHIPS – 20% of sponsorships directly acquired by a family will be credited back to your OCCS account.

BILLING CONTRACT

I understand that I am entering a contract with Occoquan Swimming, Inc. (OCCS) to become a member of the team and provide swimming services for my child. The contract is based on the length of the swimming season 9 or 11 months and regardless of my swimmer's participation throughout the season, I am still obligated to pay the entire contract excluding extenuating circumstances that would prevent my swimmer from participating, i.e. injury or relocation. Monthly payments are not monthly participation fees, they are installments toward the contract. Regardless of whether your swimmer is in the water, OCCS still pays for the pool time and staff to operate the team based on your swimmer enrolling.

By submitting this agreement, I agree to pay in full the tuition and any other fees accumulated by or for my swimmer regardless of their full or limited participation. Tuition is not based on a monthly fee; it is formulated

as a full contractual agreement. There are options to pay over time with our promise to pay program, however tuition may not be pro-rated for any reason other than late starting swimmers (based on availability).

Registration fees/ deposits are not refundable under any circumstances

Tuition & Contract Deadlines:

August 1 (or 48 hours after submitting registration-whichever is later) – before this date/time you may opt out of the entire contract (registration fees are not refundable).

August 1 - September 25 – you may opt out of the contract by paying 1/9th of the contract your swimmer is registered for.

September 25 – after this date all contracts are due in full except as provided in the below provisions.

All accounts are required to set up the automatic payment processing on Team Unify or may submit a request form to make payment arrangements with the team administration. Using the auto payment processing, your credit card or ACH account will be processed on or shortly following day 1 of each month for the amount due for your account (this may include tuition, entry fees and other charges that were incurred in the previous months unbilled.) You may set this up during registration and may change the payment source as need.

A service charge of up to \$25 will be applied for each month your charges are returned uncollectible or for any balance unpaid by the auto processing systems or a hand written check by the due date of the 15th of each month; late charges are applied on the 20th of each month.

In addition, balances left unpaid after 60 days will accrue an interest rate of 3% per month for the balance that is past due.

Before being permitted to join another USA Swimming team and being released by OCCS, I understand that my account with OCCS must be in good standing and no further fees remain to be paid. If there is still a balance, a court order will be pursued to prevent the transfer of teams until the past balance has been paid.

If you have questions on these contract policies, please contact the General Manager, Aaron Dean prior to enrolling. GM@swimoccs.org

BILLING PRACTICES/DELINQUENT ACCOUNTS

The Office Administrator will email statements on the first business day of each month. All financial obligations are to be paid within thirty (30) days of the billing date. If a child does not participate in a meet in which they have been entered, I understand that I am still responsible for any entry fees and team travel expenses owed for that meet.

A non-refundable travel deposit will be collected upon commitment to some team travel trips and applied to the cost of the trip.

OCCS is obligated to collect all money owed by all members and if efforts to collect delinquent accounts fail, OCCS will take necessary action to collect the debt. If an invoice is not paid within 30 days, OCCS reserves the right to charge late fees in accordance with OCCS's Policy on Delinquent Accounts. If an account is delinquent, in accordance with the OCCS Policy on Delinquent Accounts, my child may not be permitted to continue to practice until such time as the account is current or payment arrangements have been made. Any child whose parent's account is delinquent for more than 60 days shall not be permitted to participate in any team activities.

GROUP PROMOTION

I agree to pay any additional fees resulting from my child(ren) moving to a more advanced group during the term of this Contract.

REFUNDS

After the first day of practice for my child's practice group, I agree to be financially responsible to OCCS for the entirety of all swimmer dues and fees payable under this Contract regardless of whether or not my child continues to participate in the program. Families new to the OCCS program in 2019-2020 have a sixty (60) day trial period from the first day of practice to cancel this Contract with no penalty in order to evaluate the OCCS program.

Billed portions of the contract from the first practice month through the evaluation period conclusion will still be expected in payment at the rate of 1/9 of the full contract amount.

Suspension of the child for non-payment of dues and fees payable under this Contract, or disciplinary problems, does not mitigate or eliminate payment responsibilities under this Contract. The child's continuing participation at OCCS during the Contract term is further subject to the child meeting the expectations and policies of OCCS. I agree to cooperate with OCCS in all routine matters including my child's adherence to all rules, regulations, and disciplinary practices of OCCS. OCCS reserves the right to dismiss from, or deny participation to, any child whose general attitude, behavioral or habitual actions, or those of his or her parent(s) or guardian(s), is contrary to the best interests of OCCS maintaining a safe and productive environment.

TERMINATION OF CONTRACT

This Contract may be terminated by the OCCS Board for the following reasons upon ten (10) days written notice: failure to pay dues, violation of any written policy approved by the OCCS Board, violation of the Code of Conduct, and/or inappropriate conduct by a child or his/her parent(s)/guardian(s).

SWIMMER CONDUCT

By agreeing to this contract, I agree to familiarize myself and my child with the conduct that is expected of children, and the parent(s)/guardian(s) of children as members of OCCS, and to abide by these rules. I agree to the published policies adopted by the OCCS Board and the OCCS Swimmer Code of Conduct, which are incorporated by reference and made a part of this Contract. I also understand that the OCCS Board may take any such disciplinary action with respect to my child as may be warranted, at the discretion of the OCCS Board, in consultation with the coaching staff, and that any and all monetary losses that may result from such disciplinary action (such as prohibition against participating in a meet for which arrangements have already been made) shall be my sole responsibility.

WEATHER

In times of inclement weather, I understand that OCCS may or may not conduct practices and/or participate in meets. I understand that OCCS will make the best decisions possible under the circumstances, and I understand that the final responsibility for deciding whether or not to have my child participate rests with me. I further understand that while roads, parking lots and sidewalks will be cleared as much as possible, they may still be treacherous, and I understand that I am responsible for deciding what is best for my child.

DROP OFF/PICK UP

At the conclusion of practice, a swimmer **is no longer under any coach supervision**. In signing this Contract, I agree to promptly pick up my child after practice, and I understand that the locker rooms, lobbies, stands and parking lot area are not supervised and should not be used as a play area by my child. Furthermore, if a facility is closing and my swimmer is not yet picked up I agree to the policies at the facilities to pay for the extra child care during the delay in picking up which may be over \$25 per 15 minute intervals.

PHOTOGRAPHS

By signing this contract, I hereby authorize, without limitation, OCCS, its successors and assigns, and those acting with its permission and upon its authority to photograph, videotape, or film my child and family members for advertising, publicity, or any other lawful purpose for the benefit of, or relating to, OCCS. I am not entitled to receive any compensation for such use and I hereby release OCCS, its successors and assigns, and those acting with its permission and upon its authority from any liability, responsibility, or claim that may arise by reason of any exercise of the authority granted above. If I do not consent to such use, I will notify the CEO/Head Coach, in writing, within thirty (30) days of signing this Contract.

RELEASE

I hereby agree that I will not institute or commence any action or litigation based upon, and I hereby release OCCS and its members, officers, directors, employees and agents from any and all liability arising from or connected with, any claim (presently existing or hereafter arising) resulting from any personal injury (including death) to my child caused by any reason whatsoever during my child's participation in OCCS activities or programs. I hereby agree to hold harmless OCCS, and its members, officers, directors, employees and agents from and against any and all claims, losses, damages, costs and all other expenses (including attorney's fees) in connection with any personal injury (including death) or property damage arising out of or resulting from my child's participation in OCCS activities and programs, or resulting from my failure to comply with the terms of this Contract.

MODIFICATION AND WAIVER

No modification or waiver of any of the terms of this Contract shall be valid unless set forth in writing signed by all parties to this Contract and approved by formal action of the OCCS Board of Directors. I waive any right to apply to any other court of competent jurisdiction for modification of the terms of this Contract. No waiver of any breach hereof or default hereunder (or failure to seek strict compliance) shall be deemed a waiver of any subsequent breach or default of any of the terms of this Contract. Both parties agree that jurisdiction for any and all actions related to this Contract shall lie in Prince William County, Virginia.

SEVERABILITY OF PROVISIONS

If any provision of this Contract shall be deemed by a court of competent jurisdiction to be invalid, the remainder of this Contract shall nevertheless remain in full force and effect.

AGREEMENT TO OCCS POLICIES

In signing this Contract, I agree to be bound by all published policies approved by the OCCS Board of Directors and the Code of Conduct which are available on the OCCS website and which are incorporated by reference and made a part of this Contract.

AGREEMENT TO CONTRACT

For and in consideration of my child participating at OCCS during the 2019-2020 Contract term, each parent(s)/guardian(s) agree(s) to be bound, jointly and severally, by the terms and conditions contained herein, including, but not limited to, the responsibility for all financial charges for such term. Each parent(s)/guardian(s) understands that they will be liable jointly and severally for the entire amount due on each child's account. In the event that it shall become necessary to enforce the terms of this Contract, I understand that I will be responsible for any and all costs incurred by OCCS related to the enforcement of this Contract.

GROUP TUITION

<https://www.teamunify.com/pvos/UserFiles/Image/QuickUpload/2020-tuition-final-014288.pdf>

The chart shows the tuition rates for each group. Based on what I enroll my swimmer into, I will be billed. Any changes to groups or length of contract may increase this price and I understand that I will be responsible for the changes that I approve on behalf of my child.

MULTIPLE SWIMMER DISCOUNTS

2nd Swimmers in same member family will receive a \$150 discount on all swimmers after the first pays the full rate of any 9 or 11 month program. Seasonal or home school programs offer a \$50 discount for 2nd swimmer.

BINDING TERMS

I AGREE TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT. I UNDERSTAND THAT I HAVE THREE DAYS FROM THE DATE OF THIS CONTRACT TO VOID THIS CONTRACT.

FAMILIES NEW TO OCCS HAVE SIXTY (60) DAYS FROM THE DATE OF THIS CONTRACT TO VOID THIS CONTRACT BY GIVING WRITTEN NOTICE TO THE OCCS BOARD via the CEO/Head Coach gm@swimoccs.org

ELECTRONIC SIGNATURE

Submitting registration through this website constitutes my electronic signature on behalf of the parent(s)/guardian(s) for each child registered in the OCCS program. Any record containing an electronic signature shall be deemed for all purposes to have been "signed" by the parent(s)/guardian(s) and will constitute an "original" when printed from electronic records established and maintained by Occoquan Swimming, Inc. or its agents in the normal course of business. At OCCS's request, you also agree to manually sign or place your signature on any paper original of this electronic document.

CODE OF CONDUCT

I agree to review the code of conduct, travel policies and bullying protection policies with my swimmer and understand that as a member of Occoquan Swimming I agree to uphold the highest standards in representing Occoquan Swimming, Potomac Valley Swimming and USA Swimming by following the OCCS Parent Member Code of Conduct:

As a parent of a swimmer and member of the Occoquan Swimming programs, I will abide by the following codes:

1. Practice teamwork with all parents, swimmers and coaches by supporting the values of Honesty, Caring, Respect and Responsibility.
2. I will not coach or instruct the team or any swimmer at a practice or meets (from the stands or any other area).
3. Demonstrate good sportsmanship by conducting myself in a manner that earns the respect of my child, other swimmers, parents, officials and the coaches at meets and practices.
4. Maintain self-control at all times.
5. I understand that criticizing, name-calling, use of abusive language or gestures directed toward the coaches, officials, other parents and/or spectators and/or any participating swimmer will not be tolerated, and I may be asked to leave the program.
6. Enjoy involvement with the Occoquan Swimming Programs by supporting the swimmers, coaches and other parents with positive communication and actions.
7. During competitions, questions or concerns regarding decisions made by meet officials are directed to a member of our coaching staff. Parents are not to address officials at anytime.
8. Direct physical contact, except in emergency situations, is not allowed by members to kids on the team except with your own children.

Sanctions: Should I conduct myself in a way that brings discredit or discord to the Occoquan Swimming Program, Potomac Valley Swimming or USA Swimming, I voluntarily subject myself to disciplinary action. Occoquan Swimming maintains the right to terminate any membership with/without cause in the interest upholding of our vision, mission, and objectives.

SAFE SPORT REQUIREMENT

All swimmers 13 & over and parents of swimmers will be required to complete the USA Swimming Safe Sport Athlete Protection Training prior to starting practice with Occoquan Swimming.

Courses may be found at:

<https://www.usaswimming.org/utility/landing-pages/safe-sport/learn> (For Swimmers)

<https://learn.usaswimming.org> (For parent non USA Swimming Members)