

2022-2023 RAYS Contract

Stingrays Swimming (RAYS) is a self-sustaining, parent run, 501-c3 non-profit organization. The RAYS Board of Directors is responsible for the financial soundness of the team. It is only through prudent management of our resources, and a clear understanding of the following financial obligations and procedures by each family, that the team will continue to provide a quality program for current and future swimmers.

MEMBERSHIP: The RAYS agree to provide an 11-month membership from September 1, 2022 through July 31, 2023. While drylands are an important part of the Stingrays training philosophy, it is subject to availability and offerings may differ at each practice site. Dryland training is not guaranteed or included as a part of our program fees.

YMCA MEMBERSHIP: YMCA membership is only required for swimmers practicing at the Massad YMCA (MY), Rosner YMCA (RY) & King George YMCA (KGY). You must register at the front desk of your YMCA. YMCA joining fees are waived for a RAYS family; swimmers, regardless of age, are charged at a discounted monthly rate. Family rates are not discounted. Swimmers practicing at the Jeff Rouse Swim & Sport Center (JRSSC) are not required to be YMCA members.

COMMUNICATION: All team communication is done via email and via our web page, www.swimrays.org. It is the family's responsibility to supply and update their email addresses.

MANDATORY FEES: There are two mandatory fees: **REGISTRATION FEES AND DUES**. All funds owed to the RAYS from the previous swim season must be paid in full before the swimmer is allowed to participate in the new swim season. For questions with fees contact the RAYS Bookkeeper at: bookkeeper@swimrays.org.

DUES: The RAYS offer two payment plans for dues: (1) Payment in Full Plan or (2) Monthly Payment Plan. The Payment in Full Plan offers a 5% discount off the total dues cost. Full payment must be made by September 10, 2022 otherwise your dues will be converted to monthly payments without a discount. The Monthly Payment Plan is for 11 months with the first payment made September 2022 and the last payment July 2023. A family with a prior delinquent RAYS account will not be eligible for the Monthly Payment Plan; Payment in Full will be required unless waived by the RAYS Board. A family registering more than one swimmer will receive a "multi-athlete discount". "Family" includes the primary adult, significant other, and tax dependents as defined by the Internal Revenue Service. The RAYS reserves the right to ask for the most recent 1040 form or other documents, as well as the right to make exceptions as deemed necessary, which may incur a reduction in the "multi-athlete discount". The multi-athlete discount is 6% off the total dues cost if two swimmers join, 12% off the total dues cost if three swimmers join, then increases to 20% for four swimmers and 25% for five or more swimmers.

YMCA Dues (Massad, Rosner & King George) (6% discount per add'l swimmer)		
Program	Pay in Full	Monthly
Developmental	\$886	\$85
Age Group 2	\$1417	\$137
Age Group 1	\$1971	\$190
Juniors	\$2690	\$258
Seniors	\$3391	\$326

Jeff Rouse Swim & Sport Center (6% discount per add'l swimmer)		
Program	Pay in Full	Monthly
Developmental	\$1134	\$110
Age Group 3	\$1401	\$134
Age Group 2	\$1667	\$160
Age Group 1	\$2200	\$213
Juniors	\$2940	\$282
Senior 2	\$3288	\$315
Seniors	\$3637	\$348

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RAYS REGISTRATION FEE: There is a non-refundable \$125 RAYS registration for each swimmer that is paid at the time of registration and includes a team t-shirt and team swim cap.

USA SWIMMING REGISTRATION FEE (New for 2022): For insurance purposes, USA Swimming and Virginia Swimming, Inc, (VSI) is requiring swim families to register and pay the required \$86 registration fee directly to USA Swimming starting September 1, 2022. The \$86 registration fee covers membership and insurance. The RAYS bookkeeper will notify families to register with USA Swimming and pay the registration fee. This fee must be paid before any swimmer can practice or participate in any other RAYS activities. In previous seasons, this fee was added to the RAYS team registration fee.

MONTHLY INVOICES: Monthly invoices are generated and emailed the 1st of every month, showing your final invoice amount owed on your team account. Each family is responsible for paying the final invoice amount by the 10th of each month. If full payment is not received by the 10th of the month, it will be considered late and your team account will be charged a \$40 late fee. The first 2022-2023 season monthly invoice will generate and be emailed on September 1, 2022. Monthly dues are invoiced September 2022 through July 2023 and all other fees are invoiced October 2022 through August 2023. Should any check be declined and returned by your financial institution you will be responsible for all fees incurred by the team, in addition to a \$50 returned check fee. Autopay is also available for your convenience.

A payment past due more than 30 days may result in the swimmer not being permitted to enter into meets. Payments past due more than 60 days may result in the swimmer not being permitted to attend practice until payment arrangements are made. Should collections actions on your account become necessary, you will be responsible for all costs associated with collections actions, to include court costs and/or legal fees.

MEET ENTRY & FEES: Families will be billed for all meet entry fees via the monthly invoice. All swimmers will be eligible to swim in a variety of competitive meets. Meet registration fees and event fees vary from meet to meet. Each family will be informed of all meet fees before entering a swimmer in a meet. A swimmer entered in any meet will be charged an additional \$1.00 swimmer surcharge fee. This fee helps with the cost of providing team subsidized championship apparel and/or sending swimmers to nationally ranked meets. Families with a delinquent team account will not be permitted to have their swimmer participate in meets until a payment plan is established. There are no refunds for a swimmer who enters a meet and then does not attend the meet. Late entries received after the finalized entries are emailed will be fined \$10 per meet.

VOLUNTEER POLICY: Parental support for All RAYS Hosted Meets is a must. Each family that has a swimmer in the meet must work one session each day their swimmer attends or pay a \$100 dollar per day fee. Additionally, if a family does not have a swimmer in attendance, we do *require* help with hospitality donations. In most situations if your child is not attending the meet, you will not be required to work a volunteer shift, however the volunteer coordinator does reserve the right to call on all families to work if there are slots that need to be filled (working as an official during a session of the meet qualifies for the meet obligation of that session). For meets that are hosted by other teams, the RAYS are still required to provide volunteers to time or help out in other ways (including officiating). It is required for you to time your fair share throughout the season and the volunteer coordinator will contact you if you have not been signing up to time at these away meets. Choosing not to time at away meets will result in the assessment of fines at the recommendation of the volunteer coordinator and agreement of the Board. Sharing in timing responsibilities helps build the sense of community we have and love for the RAYS as well as shows your child that you are willing to be involved in and participate in their sport.

ADDITIONAL FAMILY CREDIT (AFC): The AFC is NOT MANDATORY AND IS STRICTLY VOLUNTARY. AFC is earned via credit through purchases of Scrip (gift cards), securing team sponsorship sales, or participating in other AFC events. Additionally, AFC can be earned by officiating at RAYS hosted meets of \$25 per session. AFC credit/rebate

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will be posted to a family's account as it is earned monthly through July 20th, 2023. Our Swim-a-thon is not applied to AFC. If a check is returned due to insufficient funds, you will be charged for any expenses incurred by the team in addition to a \$50 returned check fee.

Every family is limited to earnings up to \$500 in AFC credit/rebate. Excess credit/rebate over \$500 will revert back to the RAYS, as a donation to the RAYS scholarship fund. Excess credit to a family's team account may not result in a refund of monies previously paid and a family may not delay a payment due in anticipation of future AFC credit/rebate. When a family leaves the team any excess funds in the family's team account, gained via AFC, will revert to the RAYS.

PROGRAM MOVE UPS: Once a swimmer has been determined to be ready to move up to the next practice group the swimmer and parent will be contacted by the coach(es). There may be a transition period, if appropriate for the swimmer, where the swimmer attends one practice a week with the new higher level practice group and continues to practice with their current practice group. Typically, this transition period will be for one month. Once the coach, parent(s), and swimmer are comfortable with permanent placement into the higher practice group the swimmer will then be assigned permanently to the higher-level practice group. Upon permanent assignment to the higher-level practice group, the dues will be prorated accordingly and the family invoiced at the higher practice group amount. During the transition period, there are no additional charges incurred.

OUTREACH PROGRAM: If your family qualifies for Food Stamps, Free Lunch or Reduced/Waived YMCA membership fees contact the RAYS Bookkeeper at bookkeeper@swimrays.org to apply for this program. All swimmers who qualify for the Virginia Swimming Outreach Program may be eligible to have their registration fee reduced by \$82 and all VSI meet entries fees reimbursed by Virginia Swimming. All reimbursements received on your behalf from Virginia Swimming will be 100% applied to your account. Upon acceptance into the Outreach Program there will be a onetime program dues reduction: \$75 for Developmental, \$125 for Age Group 3, \$150 for Age Group 2, \$175 for Age Group 1, \$250 for Juniors, \$300 for Senior 2, and \$325 for Seniors.

MEDICAL LEAVE: In the event that a swimmer is suffering from a long-term illness or injury (5 weeks or longer), a written request must be submitted for a dues credit. Requests for medical leave must be made in writing by a mailed letter or e-mail to the RAYS Board Treasurer at treasurer@swimrays.org with medical documentation attached. In order to make this request, a definitive note written by a medical doctor must contain detailed information stating that the swimmer must be out of the pool from day one until a specific date or the next date of evaluation/return date to get back in the pool. In the event that a doctor is unclear if the swimmer will be able to return within a three-month time period or longer, (or if they give an open-ended note ("until further notice")) your swimmer will be removed from the active swim roster and moved to the waiting list (if applicable) to allow others the opportunity to swim. In the event a wait list does not exist, it is the member's responsibility to submit continued medical documentation by the first of each month, past month three, requesting a continued medical waiver, to maintain the swimmer's spot on the team.

COMMUNICATION IS KEY. You must notify the RAYS Board Treasurer within one week of the injury and medical documentation must be provided to the RAYS Board Treasurer within two weeks of the injury in order to receive the credit to your team account. Requests for credits will not be accepted after the fact, when the swimmer has finally returned to the pool after being absent.

If the request is approved the monthly dues will be reduced by 100% during the time the swimmer is completely out of the water. Partial months and times where your swimmer is getting acclimated back to the water are not prorated. The monthly dues are figured as follows: practice program fee of the ill/injured swimmer divided by 11.

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NO PRO RATA CREDIT: Swimmers unable to participate in swim activities for any part of a month or season for periods of less than five (5) weeks shall NOT receive any pro-rata dues credit for days the swimmer does not participate in practice and/or swim meets. There are no exceptions to this provision.

CONTRACT RELEASES: RESIGNATIONS: Only first year competitive swimmers will be afforded the option of terminating this contract once entered into as long as written notification is provided by January 1, 2023. Exceptions to this policy are: 1) swimmers aged 8 or younger as of September 30, 2022; 2) physician documented medical conditions for the swimmer; or 3) family relocation more than 30 miles from the nearest RAYS practice facility. All requests for release from this contract must be made in writing by e-mail or mailed letter to the RAYS Board Treasurer at treasurer@swimrays.org. Informing a coach or verbal notices will not be accepted; no exceptions. The request, if approved, will take effect at the end of the month in which the written request is received. Partial months are not prorated. The family will be responsible for all financial obligations until written notice is approved. All financial obligations must be paid in full to be released from a contract and any promotional discounts will have to be reimbursed.

EARLY TERMINATIONS: Requests for contract releases that do not meet any of the above resignation conditions may be offered an early termination option with a penalty fee. Early terminations are available only if the RAYS have met the total number of swimmer projections for the season. Early terminations, if approved, will take effect at the end of the month in which the written request is received. Partial months are not prorated. The family will be responsible for all financial obligations until written early termination release is approved. All financial obligations must be paid in full to be released from a contract and any promotional discounts will have to be reimbursed. In addition to being responsible for all incurred expenses a penalty fee is assessed based on the total remaining contract value as indicated below:

- Nov 30, 2022 – 50% of total remaining contract value
- Dec 31, 2022 – 55% of total remaining contract value
- Jan 31, 2023 – 60% of total remaining contract value
- Feb 28, 2023 – 65% of total remaining contract value
- Mar 31, 2023 – 70% of total remaining contract value

Early terminations are not available after March 31, 2023. Early terminations are at the RAYS Board discretion; therefore, early terminations may or may not be made available or approved.

PHOTO RELEASE: Swimmers are sometimes photographed or videotaped while participating in RAYS activities. This is usually done by coaches or parents, but the local newspapers will occasionally take photographs as part of an article. Additionally, the RAYS, Virginia Swimming, and USA Swimming frequently take and incorporate photographs in their publications. Any photos provided to the RAYS become property of the RAYS. If you do not desire that your swimmer be photographed or videotaped during a team activity, please inform the RAYS Board Treasurer at treasurer@swimrays.org.

FORCE MAJEURE: The RAYS shall not be liable nor deemed to be liable to any swimmer, swim family or other party for failure or delay in meeting any obligation, in whole or in part, hereunder due to Acts of God, war, fire, flood, embargo, litigation, acts of government or any agency/instrumentality or any political subdivision thereof, or any other cause beyond the control of the RAYS. In any such event, the time for performance of the obligations under this Agreement shall be extended by the same period or periods (as the case may be) for which performance is delayed. The RAYS shall use its best endeavors to avoid or remove such causes of non-performance and shall continue performance hereunder as soon as such causes are removed.

ATHLETE PROTECTION POLICIES: I/We understand the RAYS policy regarding bullying and predatory behaviors. I/We strongly support and agree to read and abide by the RAYS Protection Policies, as set forth by USA Swimming to include policies concerning general behavior, travel, bullying and electronic media.

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I/We understand that the policy is available online in the RAYS Handbook and it is based on the USA Swimming Safe Sport handbook, also online. Further, we are aware that through USA Swimming and Virginia Swimming, RAYS has made available online athlete protection training programs for both adults and athletes. All this information can also be found on the RAYS website, www.swimrays.org. All financial obligations will still be expected and enforced of swimmers and/or parents who are unable to meet our minimum acceptable behavior as specified in the RAYS Handbook which result in being suspended from the team.

MEDICAL RELEASE WAIVER: I certify that I am the parent or legal guardian for my child(ren). I hereby give my permission for any supervisor, coach or other team administrator associated with Stingrays Swimming to seek and give appropriate medical attention for my child(ren) in the event of accident, injury or illness. I will be responsible for any and all costs associated with any necessary medical attention and/or treatment.

I hereby waive, release and forever discharge Stingrays Swimming and associated supervisor, coach or other team administrator from all rights and claims for damages, injury, loss to person or property which may be sustained or occur during participation in RAYS activities, whether or not damages or loss is due to negligence. I hereby acknowledge that my child(ren) is (are) physically fit and capable of participation in all Swim Team activities.

LIABILITY WAIVER: By registering my child(ren) with the Stingrays Swimming, I agree to participate (or allow my child(ren) and family members to participate) in the RAYS, and hereby release RAYS, its directors, officers, agents, coaches, and employees from liability for any injury that might occur to myself (or to my child(ren) and family members) while participating in the RAYS program, including travel to and from training sessions, swim meets or other scheduled team activities.

I agree to indemnify and hold harmless the above mentioned organizations and/or individuals, their agents and/or employees, against any and all liability for personal injury, including injuries resulting in death to me, my child(ren) and/or other family members, or damage to my property, the property to my child(ren) and/or other family members, or both, while I (or my child(ren) or family members) participate in the RAYS program.

MINOR ATHLETE ABUSE PREVENTION POLICY: USA Swimming Member clubs are required to implement the USA Swimming Minor Athlete Abuse Prevention Policy (MAAPP), imposed by the U.S. Center for SafeSport and federal legislation, so everyone must read MAAPP (<https://www.usaswimming.org/docs/default-source/safe-sportdocuments/maapp/usaswimmingmaapp.pdf>) to be SafeSport compliant. MAAPP contains five sections: one-on-one interactions, social media and electronic communications, travel, locker rooms and changing areas, and massage and rubdowns/athlete training modalities.

By registering my child(ren) with Stingrays Swimming, I acknowledge that I have received, read, understood, and will abide by MAAPP. I further acknowledge and understand that agreeing to comply with the contents of the policy is a condition of membership in the RAYS and USA Swimming.

ADULT ATHLETE PROTECTION TRAINING: All adult athletes (age 18+) are required to complete the Athlete Protection Training (APT). If you are registering an adult athlete (age 18+), and he/she has not already completed the APT, then he/she must go to <https://www.usaswimming.org/utility/landing-pages/safe-sport/apt> and take the course. If there is a survey at the end, please complete to fulfill this requirement. This course is a condition of his/her membership in USA Swimming. The courses are free of charge. This is an annual requirement for USA Swimming Members that are an adult athlete (age 18+).

By registering my child(ren) with Stingrays Swimming, I acknowledge that my adult athlete (age 18+) will complete and comply with the APT requirements as a condition of his/her membership in the RAYS and USA Swimming.

YOUR ELECTRONIC SIGNATURE IS ACKNOWLEDGEMENT OF YOUR UNDERSTANDING AND ACCEPTANCE OF THIS 2022-2023 RAYS CONTRACT.