

TIDE Swimming

2021-2022 Annual Membership Contract

I, the parent or guardian, acting on behalf of the swimmer I am registering (Swimmer) and myself, hereby apply for membership to TIDE Swimming (hereafter referred to as TIDE). If accepted for membership, the Swimmer and I/we, jointly and severally (collectively), agree as follows:

1. I will read, support, and comply with the Objectives and By-laws of TIDE and comply with the rules and regulations of the YMCA of South Hampton Roads (YMCA), Norfolk Academy (NA), and any other facility where practices, meets, or other functions are held.
2. I will pay the Swimmer Dues as set forth on the Annual Fee Schedule in accordance with the payment method indicated and pay the Additional Fees and other fees or expenses, such as meet fees and team travel, as they are incurred. I understand all TIDE invoices will be posted electronically to my TIDE member account and that I am responsible for setting up automatic payment using a credit/debit card or bank account. The Swimmer will become and remain a member in good standing of the YMCA of South Hampton Roads while a member of TIDE unless the Swimmer practices exclusively at NA. I acknowledge that my/our failure to meet the financial and/or other obligations set forth herein on the specified dates shall disqualify the Swimmer and all members of the Swimmer's family from participating in practices, meets, or other functions. Continuation in this status for thirty (30) days or more may result in an accelerated payment being required by the Board of Directors (hereafter referred to as the Board) as stated in Section 12 below. I agree to pay any and all collection costs, including but not limited to court costs and reasonable attorney's fees, resulting from my failure to pay as agreed.
3. I will pay all Meet Entry Fees charged to my TIDE account. I understand that I incur Meet Entry Fees each time I enter the Swimmer in a meet using the online, TIDE website-based meet entry system and that these fees are charged to my TIDE account. I also understand that once Meet Entry Fees are paid to the meet host team, they are nonrefundable.
4. I understand that while practice schedules are published by the team, there may be occasions when, due to unforeseen circumstances or technical problems, the Swimmer's practice location and/or practice time(s) may have to be changed by TIDE.
5. I will provide the required transfer documentation from any USA Swimming team for which the Swimmer previously swam, verifying that I left that team with all financial obligations met (if applicable).
6. I will complete TIDE's online swimmer registration, Medical Release Form, Media Release Form, TIDE's Anti-Bullying Policy / USA Swimming's MAAPP, as requested, and keep the Swimmer and family accounts on the TIDE website current should any changes occur in contact, medical, or electronic payment information.
7. I understand that swimmers will be placed in groups each year based on the TIDE program under coaches' recommendations. The Swimmer shall only attend the practice schedule and group to which they have been assigned and should participate in meets designated by the coaching staff.
8. The Swimmer shall wear official Speedo team apparel when representing TIDE at all swim meets as prescribed by current team sponsorship contracts.
9. I understand that during the 2021-2022 competition season TIDE will host several swim meets and that TIDE parents work in meet support positions **whether the Swimmer is participating or not**. As a member of TIDE's team of parents, I agree to participate in TIDE's Service Hours Program and fulfill the requirements of this program as set out by the Board of Directors. **I understand I will be required to work**

a defined number of service hours at TIDE hosted meets. Helping to raise or lower the bubble at Mt Trashmore is also an opportunity to earn service hours. I also understand that if **I fail to work the required number of service hours I will be billed \$50 per hour for every hour not worked.** Members who have a swimmer in Age Group Bronze, Age Group Silver, Age Group Gold, Senior Silver, Senior Gold, and National will be required to work **30 service hours.** Members whose highest level swimmer is in Developmental Gold will be required to work **20 service hours.** Families whose only swimmer is in Senior Bronze (offered in sessions only) will be required to work as follows: FALL session swimmer **8 service hours,** SPRING session swimmer **10 service hours,** SUMMER session swimmer **5 service hours.** For parents of Senior Bronze swimmers who register for multiple sessions, **the service hours are ADDITIVE.** Should we attend meets hosted by other teams ("away meets"), parents will be assigned lane timing duties if the host team requests our assistance. This time is NOT counted as TIDE service hours, but rather it is the way we support the efforts of other teams to give our swimmers the opportunity to race.

10. The primary methods of communication of team news, practice schedules, meet dates and sign-ups, meet work sign-ups, fundraising events, and other notices to TIDE team members and parents is through team email and the TIDE website. A member may enter up to three (3) email addresses on his/her TIDE account. Email sent from the team will be sent to all addresses entered by the member. However, only ONE email address can be selected as the primary address that is used to log in to the account. It will be necessary to log in to enter a Swimmer into meets, to view account balances, to view invoices, to update contact and medical information, and to set up electronic payment options. If I do not have Internet access or maintain an email address, I recognize that it is my responsibility to be proactive and check with the coaches, the Executive Director, or other TIDE representatives for team and account information.

11. I will notify the Board by letter, via the Executive Director, if I/my swimmer(s) wish to withdraw from TIDE. The Swimmer and/or parent/guardian should personally notify his/her coach of his/her intention to leave TIDE. If my swimmer(s) is in Novice, Age Group Silver, Age Group Gold, Senior Bronze, Senior Silver, Senior Gold, or National **I understand that such withdrawal shall not change our financial or other obligations hereunder for the remainder of the Contract Term, unless the withdrawal is due to a permanent move away from the Tidewater area.** If my swimmer(s) is in Developmental Silver, Developmental Gold, or Age Group Bronze, I understand that I may withdraw from TIDE at any time provided I give **60 days notice. I will be required to pay swimmer dues and any other required fees during the 60-day notice period.** I understand that withdrawing my swimmer from Developmental Silver, Developmental Gold, or Age Group Bronze will then release his/her spot to a swimmer on the waiting list and I may jeopardize my ability to re-enroll my swimmer at a later date if the swim group is at capacity.

12. A default by me/us under this contract or the withdrawal from TIDE shall not release me/us from our financial and other obligations under this contract for the remainder of the Contract Term. A default by me/us under this contract or the withdrawal from TIDE shall entitle TIDE, at its option and upon written notice to the undersigned, to accelerate all amounts due hereunder for the remaining Contract Term and to collect all such amounts immediately in one lump sum notwithstanding the other provisions of this Contract.

13. TIDE will provide the Swimmer with age appropriate swimming instruction and coaching and the opportunity to participate in swimming competition, if deemed appropriate by the Swimmer's lead coach, with specific meets chosen by the TIDE coaching staff. The Swimmer will be placed in a group, chosen by the coaching staff, that is best suited to his/her physical, emotional, and social development.

14. Assumption of the Risk: I, the undersigned parent or legal guardian of the Swimmer, give permission for Swimmer to participate in all TIDE activities. I certify that the Swimmer is physically and mentally able to participate in the activities described and contemplated in this Agreement. I understand that participating in TIDE activities carries some degree of risk, and I have carefully considered the risk involved and have given consent for the Swimmer to participate in such activities.

15. Release and Indemnity: In consideration for the Swimmer being permitted to participate in the TIDE activities, and for other good and valuable consideration, I, on behalf of myself (both personally and as parent or guardian) and on behalf of the Swimmer hereby:

- Release and agree to indemnify and hold harmless TIDE, the Board, Coaches, Team Chaperones, other members and volunteers, and any facility (including the entity which owns and/or operates such facility) that TIDE utilizes (the foregoing released parties are referred to individually and collectively referred to as Covered Person), from any loss, damage, injury, expense, death, or other liability arising out of or resulting from (a) any act or failure to act by any Covered Person, (b) any effects of medical or physical conditions of Swimmer, and/or (c) any injury or damage to the Swimmer, any family member, or any of his, her, or their property while attending or participating in any way in the TIDE program, including, but not limited to practices, meets, or any other TIDE activity.
- State my understanding and agreement that TIDE is not responsible for any lost or stolen property of the Swimmer or the undersigned. I grant this release and indemnity on behalf of myself, the Swimmer, and any other person responsible for or representing the Swimmer in consideration of the benefits derived from participating in and being a member of TIDE.
- State my understanding and Agreement that this release and indemnity shall survive the termination of this contract.

16. In the event TIDE shall be delayed, hindered, or prevented from the performance of any act required under this Agreement by reason of governmental restrictions or for other reasonable reasons beyond TIDE's control, the performance of such act shall be excused for the period of the delay.

17. If any part of this Agreement is declared invalid, the balance of the Agreement shall remain in effect. Any matter not covered by this Agreement shall be determined by the Board and promptly communicated to the undersigned. Any and all modifications to this Agreement shall be in writing and initialed by all parties. This contract represents the entire agreement among the parties regarding the subject matter hereof and supersedes all prior oral or written agreements. However, notwithstanding the foregoing, this Agreement is not intended to supersede any medical release forms entered into on behalf of Swimmer.

TIDE Swimming 2021-2022 Annual Fee Schedule

(Does not include YMCA membership - South Hampton Roads YMCA membership is required for all TIDE swimmers EXCEPT those who swim in Developmental Silver and Developmental Gold at Norfolk Academy.)

*Swimmers at Norfolk Academy will be assessed a separate \$40 per month (per swimmer) facility fee. This is in addition to the installment payments listed below.

Practice Group	Monthly Payment (10 monthly installments, Sept - June)
Novice	\$69 (Sept, Oct, Nov) \$63 (Jan - June) \$95 (July)
Developmental Silver*	\$92
Developmental Gold*	\$115
Age Group Bronze	\$149

Age Group Silver	\$195
Age Group Gold	\$230
Senior Bronze	\$177 (Sept - July)
Senior Silver (VB)	\$210
Senior Silver (Ches, Ports)	\$185
Senior Gold	\$245
National	\$265

Financial Terms

Swimmer Dues: **Swimmer dues are incurred upon execution of the contract** and are billed monthly for 10 months, September 1, 2021 through June 1, 2022, with the exception of session based practice groups with summer sessions that are billed in July (Novice, Senior Bronze). Accounts are invoiced on the first of each month, with payment due by the 15th of that same month. All members are required to participate in autopay for the payment of monthly TIDE invoices. Members are also required to keep their autopay credit card or bank account information current so that payments processed automatically on the invoice date will be charged successfully. Payments will be considered past due if not received by the 30th of the month in which they were invoiced. A late fee of \$25 will be charged on all overdue payments. All TIDE invoices will be posted electronically. Families will see their designated credit/debit card charged or bank account debited for the balance on their invoice on the first of each month. Any payments members may wish to post outside of the automated billing cycle need to be in the form of a check made payable to TIDE Swimming and may be mailed to TIDE Swimming, P.O. Box 4224, Virginia Beach, Virginia 23454-0224.

Meet Entry Fees: Meet Entry Fees will be automatically posted to the Swimmer account when the Swimmer is entered in a meet using the online, TIDE website-based meet entry system. **Once TIDE meet entries have been processed and sent to the meet host team, Meet Entry Fees are non-refundable, therefore Meet Entry Fees will be posted to members' TIDE accounts and charged to the payment method on file on the next automatic billing date.** The Swimmer will be charged for individual as well as relay events (where applicable) as well as for any other associated Meet Entry Fees levied by the host team or by TIDE. A \$7.50 TIDE swimmer fee is assessed for each meet a swimmer enters. If the Swimmer does not submit his or her entries on the website before the meet entry deadline and his or her meet entries have to be submitted to the host team after the team entries have been sent, a late entry fee of \$5 will be assessed to the Swimmer's TIDE account for regular season meets and \$10 for championship meets.

Additional per Swimmer (Annual) Fees charged during online registration:

- TIDE Registration fee of \$100 for year round swimmers
- TIDE Registration fee of \$35 **per session** for session swimmers (Novice, Senior Bronze)
- USA Swimming Premium membership fee of \$83 (exception: USA Swimming Flex membership fee for Novice, Senior Bronze \$20)
- Safe4Athletes membership fee of \$5
- For swimmers at Norfolk Academy: one month's facility fee \$40

