

SPOTSYLVANIA YMCA Site 2011-2012 RAYS Contract

The Rappahannock Area YMCA Swim Team, Inc. (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.

The Spotsylvania YMCA contract is for swimmers attending the practice program at the Spotsylvania YMCA at least 85% of the time, excluding Curtis Park.

For questions with billing, contact our bookkeeper: **Carol Rowlands** E-mail: carolrow@comcast.net

MEMBERSHIP: The RAYS agree to provide a one-year membership from September 1, 2011 through August 31, 2012.

YMCA MEMBERSHIP: All swimmers, regardless of practice facility, are required to be members of the YMCA. The YMCA phone number is (540) 371-YMCA. YMCA joining fees are waived for RAYS' families. All swimmers regardless of age are charged at the \$15 per month rate. Family rates are not discounted. You must register at the front desk of your YMCA.

DIVERSITY PROGRAM: All swimmers who qualify for the Virginia Swimming Outreach Program may be eligible to have their registration fee reduced by \$62 and all meet entries fee's reimbursed by Virginia Swimming. All reimbursements received on your behalf from Virginia Swimming will be 100% applied to your account. If your family qualifies for Food Stamps, Free Lunch, or Reduced/Waived YMCA membership fees please contact Carol Rowlands, RAYS Bookkeeper, carolrow@comcast.net to apply for this program.

REGISTRATION FEE: There is a non-refundable \$115 registration fee for each swimmer, which is separate from your down payment. This fee includes the USA Swimming athlete registration fee of \$62.00, team registration fees, a team t-shirt and swim cap.

PAYMENT PLANS: The RAYS offers two payment plans: (1) payment in full plan - a 4% discount off the ten-month plan (must be paid by September 30, 2011 or the total due converts to the ten-month amount); (2) ten month payment plan – one month down payment with the remaining amount due in nine equal monthly payments. (See Financial Page for further detail)

ADDITIONAL FAMILY PAYMENT (AFP) - MANNA: Each family (with exception of High School, Jumpstart and Collegiate swimmers) is responsible for contributing towards fundraising which would benefit the RAYS in the net amount of \$275 per family plus \$50 for each additional swimmer. For a family's first year with RAYS the commitment is \$175 per family plus \$50 for each additional swimmer. This allows the family to get familiar with the manna Program. Families that have had swimmers on the team previously are not considered first year. Families can "opt-out" of the AFP plan by paying the total cost upfront. MANNA/Script has been the primary method the RAYS uses to raise funds for the team, although multiple fund raising opportunities exist. Briefly, MANNA involves the purchase of Gift Cards (such as Food Lion, Giant, Kohl's, Home Depot, hotels, & restaurants) whereby the RAYS receives between 2% and 20% of the face value of the Gift Card (discount comes from bulk buying). This payment may be made through credits earned through fundraising, or by direct payment. The maximum amount of AFP for each family is capped at \$375.00. This year funds from the sale of White House ornaments will also be available for helping to pay off your AFP.

MEET ENTRY: RAYS 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. Families will be billed for all meet entry fees via the monthly statement. Families with delinquent RAYS accounts will not be permitted to participate in meets until a payment plan is established. There are no refunds for a swimmer who enters a meet and then does not

SPOTSYLVANIA YMCA Site 2011-2012 RAYS Contract

attend the meet. Late entries received after the finalized entries are emailed will be fined \$10 per meet.

MEET TRAVEL FEE: RAYS swimmers entered in any meets will be charged \$1.00 travel surcharge fee per meet entered. This fee helps with the cost of providing team subsidized championship apparel and/or sending swimmers to nationally ranked meets.

PAYMENT OPTIONS: Based on the payment plans described below, list each swimmer's name and practice group in order from highest level to lowest level (Senior, Senior II, Junior, Age Group I, Age Group II, Developmental). Families with prior delinquent RAYS accounts will not be eligible for the 10 month payment plan and payment in full will be required unless waived by the RAYS Board. Use the following tables to determine cost of either plan:

Pay In Full				
Program	<u>First Swimmer</u>	<u>Second Swimmer (85%)</u>	<u>Third Swimmer (70%)</u>	<u>Additional Swimmers (50%)</u>
Developmental	\$450	\$383	\$315	\$225
Age Group II	\$895	\$761	\$627	\$448
Age Group I	\$1,295	\$1,101	\$907	\$648
Juniors & Seniors II	\$1,685	\$1,432	\$1,180	\$843

10 Month Plan (September 2011 through June 2012) First Month Due at Registration				
Program	<u>First Swimmer</u>	<u>Second Swimmer</u>	<u>Third Swimmer</u>	<u>Each Additional Swimmer</u>
Developmental	\$47	\$40	\$33	\$23
Age Group II	\$93	\$79	\$65	\$47
Age Group I	\$135	\$114	\$94	\$67
Juniors & Seniors II	\$175	\$149	\$123	\$88

FAMILY DISCOUNT PLAN: The family discount plan is as follows: after arranging the swimmers in order from highest to lowest practice groups, the second swimmer is discounted 15%, the third swimmer is discounted 30%, and each additional swimmer is discounted 50% off the single swimmer dues in that practice group. Discounts or coupons cannot be used for High School, Jump Start or Collegiate programs.

VOLUNTEER POLICY: Parental Support for RAYS Sponsored Meets (2 or 3 per year): Our team hosts meets to give our swimmers the opportunity to swim close to home. By the Rays hosting, we are able to keep costs down by about \$300.00 a year per swimmer. Since RAYS is a volunteer, non-profit, parent-run organization, we cannot operate without parental involvement so the following is vital to the success of the team:

Each family that has a swimmer in the meet must work one session each day their swimmer attends or pay a \$50 dollar per day fee in lieu of working each day. Additionally, every family is required to fulfill a volunteer position. (Working as an official during a session of the meet qualifies for the meet obligation

SPOTSYLVANIA YMCA Site 2011-2012 RAYS Contract

of that session.) We encourage all families whether they have a swimmer competing in the meet to help. In the rare instance when you cannot help the day of the meet, we do have a limited number of jobs that can meet this requirement both before and after the meet but you must contact the volunteer coordinator to sign up to do them before the meet.

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 December 1, 2011. Exceptions to this policy are: 1) swimmers age 8 or younger as of 30 September 2011; 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 financial obligation must be made in writing by e-mail or mailed letter to the Rays Board treasurer Karen Sizemore at rayswimmom@cox.net. 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 including AFP until written notice is approved. All financial obligations must be paid in full to be released from a contract.

EARLY TERMINATIONS: Requests for release that do not meet any of the above resignations conditions may be offered an early termination option with a penalty fee. Early terminations are available only if the number swimmers met RAYS's projections for the season. Early terminations, if approved, will take effect at the end of the month in which the written requests is received. Partial months are not prorated. The family will be responsible for all financial obligations including AFP until written early termination release is approved. All financial obligations must be paid in full to be released from a contract. 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 2011 – 45% of total remaining contract value
- Dec 2011 – 50% of total remaining contract value
- Jan 2012 – 55% of total remaining contract value
- Feb 2012 – 60% of total remaining contract value
- Mar 2012 – 65% of total remaining contract value
- Apr 2012 – 70% of total remaining contract value

Early terminations are not available after 1 May 2012. Early terminations are at the RAYS board discretion; therefore, they may or may not be approved or made available.

BEHAVIOR: Every participant in RAYS, regardless of their role, has a right to be treated with respect, dignity and fairness, and to participate in an environment that is enjoyable and safe. Harassment, abuse and other forms of inappropriate behavior deny participants these rights and will not be tolerated. Swimmers and/or parents who are unable to meet our minimum acceptable behavior will be suspended from the team but all financial obligations will still be expected and enforced.

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. If you do not desire that your swimmer be photographed or videotaped during a RAYS activity, please e-mail or mail a letter to the RAYS Board treasurer Karen Sizemore at rayswimmom@cox.net.

ROSTER RELEASE: To assist with enabling families to establish carpools and/or social events such as birthday parties, the RAYS will be publishing a swimmer/family roster with phone number(s) and home address on the RAYS website in a password protected Adobe PDF file. If you do not desire that your swimmer or family information be provided, please e-mail or mail a letter to the RAYS Board treasurer Karen Sizemore at rayswimmom@cox.net.

SPOTSYLVANIA YMCA Site 2011-2012 RAYS Contract

MONTHLY INVOICES: Each month the RAYS bookkeeper will provide each family with an e-mailed statement that will break down fees into the following categories: Dues, Meet Fees, Registration Fees, and Miscellaneous. All statements are sent via email unless previous arrangements are made. Mailed statements include a \$10 handling fee per mailed statement. Monthly dues are invoiced September through June and all other fees are invoiced September through August. The initial monthly payment is due with your family's contract. Subsequent payments are due on the 20th of each month beginning in October. Payments should be made payable to the RAYS and mailed to **RAYS, P.O. Box 866, Stafford, VA 22555-0866**. If full payment (to include meet fees & AFP) is not received by the 20th of the month, it is considered late. A \$40.00 late fee will be applied to the next month's invoice. Payments past due more than 60 days may result in the swimmer not being permitted to enter into meets. Payments past due more than 90 days may result in the swimmer not being permitted to attend practice until payment arrangements are made. If your check is returned due to insufficient funds, you will be charged for any expenses incurred by the team in addition to \$50 returned check fee. 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. All funds owed to the RAYS Swim Team from the previous swimming year must be paid in full before the swimmer is allowed to participate in the new swimming year.

Please send this signed and completed contract along with the attached medical form and the LIABILITY RELEASE AND INDEMNIFICATION FORM with your payment made out to RAYS:

**RAYS
P.O. Box 866
Stafford, VA 22555-0866**

_____ (Initial here) I understand that I will **not** be getting a copy of this contract back from the RAYS once submitted. I may view the standard contract on-line at the RAYS website www.swimrays.org if I need to review the contract during the year.

Please check the payment plan you will use: Pay in Full _____ 10-Month Plan _____

SPOTSYLVANIA YMCA Site 2011-2012 RAYS Contract

<u>Swimmer (Last Name, First Name, MI)</u>	<u>Sex:</u> <u>M or F</u>	<u>Date of</u> <u>Birth</u>	<u>T-</u> <u>Shirt</u> <u>Size</u>	<u>Group/</u> <u>Pool location</u>	<u>Payment</u>
1 st					\$
2 nd					\$
3 rd					\$
4 th					\$
5 th					\$
Additional Family Payment Opt Out					\$
Registration Fee (\$115.00 per swimmer)					\$
Includes USA registration, t-shirt, cap					
Subtotal:					\$
New Swimmer Discount of \$50 each prior to 9/30/11 (or returning swimmer prior to 8/15)					-
TOTAL (due with contract)					\$

Additional Family Payment (AFP) requirements: You will be invoiced the full amount of your AFP at the beginning of the year. The schedule for meeting this financial obligation is: a minimum of \$150 or 50% of your AFP is due by January 31, 2012 and the remaining amount is due by June 1, 2012. Each family will be provided a status of their account as the year progresses. If you obtain credit in excess of the required AFP, all of this excess credit will be added to your family's account. Excess credit to a family's account may not result in a refund of monies previously paid and a family may not delay a payment due in anticipation of future AFP credit. When a family leaves the team, excess funds in the family's account gained via AFP will revert to the RAYS.

Your signature is an acknowledgement of your understanding of this entire document (4 pages) and of your commitment to adhere to the provisions established herein.

Parent's Signature _____ Date: _____

Parent's Name (print) _____ Email _____

Complete Address: _____

Phones: H: _____ W: _____ C: _____

How did you hear about the RAYS? _____

If you swam with a previous USA Swim Team, Previous Team _____ and Date of Last Meet _____

If you referred by a RAYS family, please provide their name: _____

RAYs Swim Team will not pay the \$25 referral bonus unless the swimmer referred remains on the team after the Dec. 1, 2011 deadline to withdraw from the team.

Need one form per swimmer

ATHLETE'S MEDICAL REPORT

Name _____ Birth date _____

Street Address _____ Phone # _____

City _____ State _____ Zip code _____

Doctor _____ Phone # _____

Dentist _____ Phone # _____

Emergency Contact _____

Emergency Phone# _____

Medical Condition _____

Medication Name	Dosage amt.	Directions for use

Date of last medical exam: _____

Allergies: _____ I have and use an epi pen for reactions

I understand and accept that the risk of injury is possible while participating in athletic activities. I authorize the Rays Swim Team to seek medical attention for my child in the event of injury and act according to their best judgment in any emergency requiring medical attention. I agree to pay for all medical or dental expenses incurred as a result such treatment.

Signature (Parent/Guardian) _____ Date: _____

SPOTSYLVANIA YMCA Site 2011-2012 RAYS Contract

Need one form per swimmer

LIABILITY RELEASE AND INDEMNIFICATION FORM

I, the undersigned participant and parent, request voluntary participation for minor to participate in all events, which are hereinafter referred to as the "activities." sponsored by Rappahannock Area YMCA Swim Team, USA Swimming and its local swimming committees. This agreement is valid while the participant is a member of USA Swimming.

I consent to my/minor's participation in the activities and acknowledge that the minor and I fully understand my/minor's participation may involve risk of serious injury or death, including losses which may result not only from my/minor's own actions, inactions or negligence, but also from the actions, inactions, or negligence of others, the condition of the facilities, equipment, or areas where the event or activity is being conducted, and/or the rules of play of this type of event or activity. I understand that if I have any risk concerns, I should discuss the risks associated with my participation with the activity coordinators and event staff, before I sign this document and before any activities begins.

Release - Minor's Rights:

In consideration of allowing Minor Participant to participate in the activities, I hereby release and hold harmless Rappahannock Area YMCA Swim Team, USA Swimming and its local swimming committee and their members of its board of directors, officers, employees, volunteers, other participants, and agents (collectively, the "Released Parties"), of and from, and do discharge and waive, any and all claims, demands, losses, damages, and liabilities that Minor Participant may have or sustain with respect to any and all damage and/or injury, of any type, arising out of his or her participating in the activities. I also agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

(Print name of minor)

(Signature of minor)

(Date)

Release - Parents'/Guardians' Rights:

In consideration of allowing Minor Participant to participate in this USA Swimming program or event, I hereby release and hold harmless the Released Parties, of and from, and do discharge and waive, any and all claims, demands, losses, damages, and liabilities that I may have or sustain with respect to any and all damage and/or injury, of any type, arising from Minor Participant's participation in the activities. I also agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

I certify that my/minor is in good health and have no physical condition that would prevent participation in this activity. Furthermore, I agree to use my/minor's personal medical insurance as a primary medical coverage payment if accident or injury occurs. I consent to emergency medical treatment in the event such care is required.

(Print name of Parent/Guardian)

(Signature of parent)

(Date)

Indemnification by Parent/Guardian:

The undersigned parent/guardian further agrees to indemnify, save and hold harmless the Released Parties from any and all claims, demands, losses, damages and liabilities for indemnities, contribution or otherwise with respect to any damage and/or injury, of any type, arising from Minor Participant's participation in the activities. The undersigned also agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasee and is intended to be as broad and inclusive as is permitted by the laws of the State in which the Event(s) is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Print name of Parent/Guardian)

(Signature of parent)

(Date)