

STAR AQUATICS, LLC

PARTICIPATION TERMS

The undersigned parent or guardian does hereby acknowledge and agree that in exchange for STAR Aquatics, LLC ("STAR") reserving a place in its year-round swimming program for the Registered Swimmer, that the parent or guardian does hereby commit and agree to the following terms and conditions:

- A. **Swim Fees and Costs.** The undersigned will pay the fees and costs for the current Swim Season (as shall be determined by STAR in its sole discretion), set forth on **the Online Registration Form.** The undersigned does specifically acknowledge and agree that he or she is committing to pay STAR the fees and costs in accordance with the online registration form for the specified time period, even if the Swimmer should leave the STAR swim program during the specified time.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, ALL SWIM FEES AND COSTS PAID UNDER THE TERMS OF THIS AGREEMENT ARE NONREFUNDABLE. TERMINATION OF THIS AGREEMENT BY STAR DURING THE SWIM SEASON DUE TO NONPAYMENT OF ANY FEES, COST OR CHARGES OR FOR FAILURE OF THE SWIMMER OR HIS FAMILY OR GUEST TO COMPLY WITH ANY OF THE PROVISIONS HEREOF OR RULES OR POLICIES ADOPTED BY STAR WILL RESULT IN ALL SWIM FEES FOR THE ENTIRE SWIM SEASON BEING IMMEDIATELY DUE AND PAYABLE UPON TERMINATION OF THIS AGREEMENT.

Late Payments. A \$15.00 late fee will be charged for any fees, costs or charges not paid by the 21st of the month. The charge date for all Swimmers is the 1st of the month in advance of the receipt of services. Accounts must remain current for the Swimmer to participate in practices, meets, and activities of the swim team.

- B. **Scholarship Program.** The application and requirements for scholarship assistance are available online at www.staraquatics.net. All swim fees and costs are due according to the chosen payment schedule, and no adjustment for scholarship assistance will be made until the scholarship application and necessary documents have been received and approved. Scholarship assistance is not retroactive. Any adjustment in swim fees and costs will be made in the month following the receipt and approval of scholarship assistance.
- C. **Changing Swim Levels or Sites & Cancellation.** If a swimmer wants to change the number of days he or she swims each week, they must have approval from their Site Coach and complete the online *Change & Cancellation Request Form* located on the STAR website. The change in the fees charged for the practice time will not go into effect until the first billing period after the change form is submitted. All changes/cancellations must be submitted by the 15th of the month prior to when you would like the change to take effect.

If a swimmer elects to change locations more than once, there is a \$35 charge and the move. The move must be approved by both site coaches as well as the team's Head Coach.

All Swimmers will be charged throughout the season unless they complete the online Change & Cancellation Request Form notifying us to stop payment. This notification must be received by the 15th of the month prior to the month they would like to stop their billing. This includes stoppages for breaks needed for other sports and activities.

- D. **Volunteerism and Fundraising.** A Swimmer's parent, guardian or family representative will volunteer during at least 3 out of every 4 (75%) of the sessions at swim meets in which their child participates and one (1) to two (2) sessions of any state, regional or national meet that STAR is involved in hosting. A family may opt out of the volunteer responsibilities by paying an additional \$30 per month in dues per swimmer. If a family does not meet the 75% mark by the time they stop participating for the season then they will be charged the fee for the number of months that their child participated with STAR. Fundraisers will be offered to raise money for the team so additional equipment can be purchased for each and every location, coaches can attend advanced training, and additional incentives can be given to the swimmers. Your support of fundraisers is appreciated but not required.
- E. **Photo Release.** Parents and/or Guardians acknowledge that throughout the Season STAR Aquatics will use photos and images of swimmers participating in the program on our website, social media, flyers and other materials as STAR sees fit and gives STAR the permission to do so. If a parent determines they would not like a photograph used then they may notify STAR and it will be removed as soon as possible from the website and not reused on printed material.
- F. **Parent Responsibilities.** The undersigned Parent or guardian of Swimmer does hereby agree to the financial obligations, volunteer requirements, parent responsibilities, and release of liability contained in this Agreement. By completing the online Registration, it is implied that you have read, understand and agree to STAR Aquatics "Code of Conduct" for Swimmers & Parents.
1. By your electronic signature online, you acknowledge that you have read and understand the financial obligations described above and are financially responsible.
 2. The payments shown herein must be met unless STAR has approved a written request for late payment in advance of the due date(s). Unpaid dues and fees will prevent Swimmer from participating in practices and meets AND MAY RESULT IN TERMINATION OF THIS AGREEMENT AT THE SOLE AND ABSOLUTE DISCRETION OF STAR.
 3. As part of my responsibilities to the team as a parent or guardian, I agree to participate as described above under Volunteerism and will refrain from engaging swimmers and coaches while on deck during practices or meets.
 4. I understand that my child(ren), while representing STAR in any way, is (are) expected to behave within the guidelines of the STAR Code of Conduct. Failure of the Swimmer, his or her parents, family or guests to adhere to the terms of the Code of Conduct are grounds for immediate termination of Swimmer's participation in the STAR year-round program for the remainder of the Swim Season at the sole and absolute discretion of STAR.

5. I certify that my child(ren) is (are) in good health commensurate with the requirement of competitive swimming.

G. **Waiver and Release.** It is understood that the participation in sports' activities, including swimming, may involve the risk of serious injury or death. The undersigned hereby expressly agrees that all such activities contemplated herein by the Swimmer shall be undertaken at the Swimmer's own risk. I represent that the Swimmer is physically able to undertake all physical activities provided or to be provided by STAR. I do hereby individually and on behalf of the Swimmer as his or her parent or legal guardian forever RELEASE, waive and discharge STAR, its affiliates, officers, directors, servants, agents, employees, coaches, and volunteers on behalf of myself, the Swimmer, and our heirs, executors, administrators, and personal representatives from any and all claims, demands, injuries, actions, active or passive, negligence, or other causes or actions whatsoever arising out of or connected with any of the services or activities provided by STAR to the Swimmer. STAR shall not be liable for any such claims. I, Swimmer/Swimmer's parent or legal guardian, hereby consent and affirm the forgoing LIABILITY WAIVER on behalf of the Swimmer, myself, and Swimmer's family and all parties as stated herein. By affirming and consenting to the Liability Waiver and Risk Agreement, it is my intention that the terms of this Agreement by and through my consent are effective as to the Swimmer as if the Swimmer were an adult rather than a minor. I authorize STAR employees to take the necessary steps regarding medical attention of the Swimmer (i.e. first aid, calling ambulance service or transportation to be admitted to the hospital) and authorize hospital facilities and staff to treat my child for any illness or injury he/she has.

H. **Other Terms and Conditions.**

1. **Confidentiality.** The parties hereby agree that the terms and conditions of this Agreement are Confidential and shall not be disclosed to anyone without the express written consent of the other party. Breach of this Confidentiality Provision by the undersigned or Swimmer will be a material breach of this Agreement, which at STAR's option, will result in termination of this Agreement and cause all swim fees provided for herein to be immediately due and payable.
2. **Choice of Law.** This Agreement is subject to the laws of the State of North Carolina, USA, and any disputes arising out of the Agreement or the subject matter hereof shall be governed, interpreted, construed and enforced in accordance with the laws of the State of North Carolina, USA, without regard to conflict of law principals, and this Agreement shall be deemed to have been executed in Greensboro, North Carolina, USA for all purposes. Any dispute, controversy, or claim arising from or relating to this Agreement or the subject hereof, which is not able to be settled by consultation between the Parties shall be referred to arbitration under the rules of the American Arbitration Association. Judgment upon the award of the arbitrators may be entered in any court having jurisdiction thereof or such court may be asked to judicially confirm the award and order its enforcement, as the case may be. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in any event shall not be made after the date when institution of legal or equitable proceedings, based on such claim, dispute or other matter in question, would be barred by the applicable statute of limitations. The place of arbitration shall be Greensboro, North Carolina.
3. **Entire Agreement.** This Agreement, including the documents referred to herein, embodies the entire agreement and understanding of the parties hereto in respect to the subject matter contained herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to the subject matter hereof. This Agreement may be amended or modified only by the written agreement of the parties.