



**WAVES OF WILMINGTON, INC. FINANCIAL POLICIES AND OBLIGATIONS CONTRACT**

This Contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between Waves of Wilmington, Inc. ("WOW") the party of the first part, and \_\_\_\_\_ (Parent/Responsible Member - "Member"), the party of the second part.

Whereas, the Member desires to join WOW, a year round swim club upon the following terms and conditions:

- 1) Prior to the start of the season each Member is required to pay a \$125.00 non-refundable registration fee, which fee covers a team t-shirt, cap, insurance and the end of the year banquet. Swimmers will have to register separately with USA Swimming.
- 2) The term of this Contract is for a period of not more than (1) one year, commencing on September 1, 2025 and ending on August 31, 2026. If a Member joins the team any time after the registration period, the monthly dues will be prorated based on the month the Member joins the team.
- 3) The WOW swim season is year round from September through July. Members will be billed in eleven (11) monthly payments billed September through July of each year. Group rates are as follows:

Group	Monthly Rate (ACH)	Monthly Rate (Credit Card)
Age Group 1	\$120.00	\$123.60
Age Group 2	\$160.00	\$164.80
Age Group 3	\$180.00	\$185.40
Age Group 4	\$205.00	\$211.15
Senior 1	\$205.00	\$211.15
Senior 2	\$225.00	\$231.75
Senior 3	\$240.00	\$247.20

- 4) For families with more than one swimmer, WOW offers sibling discounts. The first swimmer will be charged at the highest rate, the second swimmer at the next highest rate will receive a 5% discount, the third swimmer at the next highest rate will receive a 10% discount, the fourth swimmer and above will receive a 15% discount.
- 5) ACH payments and credit cards are acceptable forms of payment. The registration fee is paid by credit card upon registration, and can be saved as your preferred method of payment.

6) Members whose payments do not process on the first of the month using their preferred method of payment (for either insufficient amounts, expired credit cards, etc) will be charged a \$50 item fee per incident (\$35 item fee, \$15 administration fee).

7) Monthly payments are due on the first of each month, and amounts not paid by the 15th of each month are considered past due and a late fee will be automatically charged as follows:

15 days late:	\$25.00
45 days late:	\$25.00 + \$25.00 additional late fee assessed **
75 days late:	\$25.00 + \$50.00 additional late fee assessed and recommendation for collection **

\*\* If balance is not paid in full, WOW reserves the right to not allow the swimmer to participate in practice or compete in swim meets

8) Member is financially obligated for the full year's dues and other fees, unless Member is allowed early termination of their contractual obligation pursuant to Paragraph 11 of this Contract on or before October 31, 2025. If a Member is removed from the team for cause by WOW prior to October 31, 2025 this financial obligation remains intact.

9) Member acknowledges and agrees that meet entry/registration fees, trips and other events or items are not included in monthly dues owed to WOW. Meet entry fees will be billed after the meet has occurred and will be included in a subsequent invoice. Once a swimmer is committed on-line for a meet or event, and the on-line commitment/withdrawal sign-up date has passed, the Member is financially responsible and will be billed.

10) Member agrees to be bound by the terms of this Contract for the "Contract Term". Member may request early termination of this Contract by providing written notice to the Board of Waves of Wilmington, Inc. (email is sufficient) for determination of whether such request for early termination of this Contract is reasonable and valid. If a member is requesting early termination due to injury or health issues, a doctor's note will be required. In the event the Board determines it is reasonable and valid to terminate the Contract, the Member will be released from their contractual obligation owed hereunder; otherwise, the Member is bound by the terms of this Contract. Notwithstanding the foregoing, Member is financially obligated for the full year's dues and other fees unless Member is allowed early termination of their contractual obligation pursuant to this Paragraph 11 on or before October 31, 2025.

11) In the event of a natural disaster where the Team is unable to swim at their assigned practice facility, WOW will do its best to secure similar practice times and facilities to the best of its ability. The Board will determine any credits due based on time out of the water past ten consecutive days if alternative pool space is not secured. In the event the swim season is extended to cover the time out of the water, credits will be adjusted. If for any reason Member breaks the terms of this contract, any credits due may be earmarked for the WOW scholarship.

12) The Code of Conduct and Team Handbook are incorporated herein by reference. Member agrees to be bound by and comply with the terms and conditions of the Code of Conduct and Team Handbook. WOW may in its reasonable discretion amend the Code of Conduct and Team Handbook from time to time with written notice to Member (email is sufficient).

13) The execution of this Contract and subsequent delivery by facsimile or email transmission shall constitute effective execution and delivery of this Contract and may be used in lieu of the original of this Contract.

14) WOW relies on Member support at the swim meets that we host as well as other events. Each Member is expected to complete the requested number of hours noted below per family. Annual required support time is based on the

swimmer's group. If a family has multiple swimmers on the team, support hours are based on the swimmer in the highest group level. Support hours increase at higher levels. Members will be given credit based on actual hours worked.

Every other year WOW hosts the ECSL Championship meet. When hosting this meet there will be an additional block of support time needed from every family (this is in addition to the 8 or 14 hours every family is responsible for based on group placement) to ensure coverage for all 7 sessions of the championship meet. Each family will be required to work 1 additional session from the following: Friday evening, Saturday or Sunday morning, or Saturday or Sunday afternoon. This applies only to those families whose swimmers are participating in the meet.

Group 1 – Age Group I = 8 hours per family + 1 Session at ECSL Champs

Group 2 – Age Group II – Senior III = 14 hours per family + 1 Session at ECSL Champs

There will be an ECSL fee assessed of \$75 to those families who do not support WOW by working one of the above mentioned sessions. Any support time worked during Saturday and Sunday final sessions or any extra morning or afternoon session beyond your required session will be counted toward your required regular season support hours.

In the event that WOW is unable to hold its normal schedule of meets at UNCW, the Board will reduce the number of required support hours per family.

The assessment for the annual support hours not worked will be billed at \$18 per hour. Any monies received for unworked support hours will be earmarked for the WOW Scholarship.

Accounts will be billed for any yearly assessments on July 1, 2026. If there are additional opportunities to earn hours after July 1, 2026 the account will be credited for each support hour completed. These additional opportunities will be announced in advance via email and will be designated as support opportunities.

If for any reason and at any point during the season a swimmer withdraws/leaves the program the family is responsible for unfulfilled support hours and their account will be billed for the pro-rated amount. If a family joins the team after the start of the season the necessary amount of support hours to be completed will be pro-rated accordingly.

By executing this Contract, Member hereby agrees to be bound by the terms and conditions herein.

Waves of Wilmington, Inc.

---

Swimmer Name:  
(Please Print)

---

Parent/Member:  
(Signature)

---

Date:

# **MINOR WAIVER AND RELEASE OF LIABILITY**

## **FORM**

**THIS FORM MUST BE SIGNED PRIOR TO MINOR'S USE OF THE SWIMMING FACILITIES**

In consideration of being permitted to use the swimming pool and other facilities, I do waive and release forever any and all rights for claims and damages I may have against the University of North Carolina at Wilmington, its governing board, officers, agents, employees, representatives, staff, and volunteers, from and against any and all liability for any loss, harm, injury, damage, claims, demands, actions, costs, expenses, and any other liability of any kind, which may have or which may hereafter accrue to me, my child, or any other person I may be responsible for, directly or indirectly arising out of or in connection with my child's use of the swim pool and other facilities.

I understand that my child does this at his/her own risk. In addition, I accept, understand, and assume that there is a risk of injury or death due to drowning due to the being in the pool and participating in the physical activity of training with a number of other individuals. I further agree to release, hold harmless, indemnify, and reimburse the University, its governing board, officers, agents, employees, representatives, staff, and volunteers, from and for any sums, costs, or expenses incurred by any of the Released Parties or paid by them to any person (including me, my child, or my insurers) in connection with any loss, harm, injury, accident, or damage sustained by my child, me, or others in connection with my child's use of the swim pool and other facilities. This means that I will reimburse the Released Parties if anyone makes a claim against them based on damages or injuries I or my child may suffer.

---

---

Minor/Participant's Name (Please Print)

---

Parent/Guardian's Name (Please Print)

---

Parent/Guardian's Signature

---

Date

---

Address

## **YMCA RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT (GUEST)**

In consideration for being permitted to utilize the facilities, services and programs of the YMCA for any purpose, including but not limited to observation or use of facilities or equipment, or participation in any program affiliated with the YMCA, without respect to location, the Undersigned hereby

1. RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the YMCA, its directors, officers, employees and agents (hereinafter referred to as "releases") from all liability to the undersigned, his/her personal representatives, guests, heirs and next of kin for any loss or damage and any claim or demands therefore on account of injury to the person or property, sickness or resulting in death of the undersigned while the undersigned is in, upon, or about the premises or any facilities or equipment therein, or participating in any program affiliated with the YMCA, without respect to location.
2. AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releases who will not be liable for any personal injury, property damage, disability, death, sickness or disease incurred by myself, my family members, dependents, or guests, including minors including any loss, liability or cost they may incur due to the presence of the undersigned in, upon or about the YMCA premises or in any way observing or using any facilities or equipment of the YMCA or participating in any program affiliated with the YMCA.
3. ASSUMES FULL RESPONSIBILITY FOR RISK OF BODILY INJURY, SICKNESS, DEATH, OR PROPERTY DAMAGE of myself, my family members, dependents or guests, including any minors while in, about, or upon the premises of the YMCA and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with the YMCA. THE UNDERSIGNED further expressly agrees that the foregoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of North Carolina and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.

### **MEMBERSHIP POLICY**

The protection of our members and guests participating in our programs and/or using our facilities is of paramount interest to the YMCA of Southeastern North Carolina. The YMCA of Southeastern North Carolina reserves the right to deny access or membership to any person who has been accused or convicted of any crime involving sexual abuse; is a registered sex offender; habitually or excessively uses narcotics or dangerous drugs; has ever been convicted of any offense relating to use, sale, possession or transportation of narcotics or habit forming and/or dangerous drugs; or continuous or excessive use of intoxicating beverages.

Members and guests are encouraged to be responsible for their personal comfort and safety, and to ask any person whose behavior threatens their comfort to refrain. If a member or guest feels uncomfortable in confronting the person directly, they should report the behavior to a staff person or the Building Supervisor on duty. Y staff members are eager to be of assistance. Members and guests should not hesitate to notify a staff member if assistance is needed. In order to be able to carry out these policies, we ask that members and guests identify themselves to staff when asked. Executive staff will investigate all reported incidents. Suspension or termination of Y membership privileges may result from a determination by the Executive staff if his/her behavior a violation of the Member Code of Conduct.

I further agree that any film, video, footage, sound track recordings and photo reproductions for me and/or my family will not be subject to any obligation of confidentiality and may be shared with and used by YMCA of SENC and collaborating third parties.

## YMCA CODE OF CONDUCT

The YMCA of Southeastern North Carolina is committed to providing safe, healthy and welcoming atmosphere for its members and guests, while respecting each individual's privacy. We expect persons using the Y to follow facility policies and use the YMCA character development values of caring, honesty, respect, and responsibility in their conduct and relationship with others.

Specifically, our Y member code of conduct prohibits:

- The unauthorized use of cell phones, cameras, or PDA's to take photographs or videos of YMCA members or staff anywhere within the YMCA.
- Inappropriate attire worn while at the YMCA. Shorts/shoes/shirts are required to be worn at all times except in the pool area.
- Vulgar language including swearing, shouting, or name-calling. No horse play.
- Harassment/intimidation or threatening conduct.
- Theft or destruction of property.
- Demonstration of sexual contact or activity.
- Improper contact with minors.
- Physical contact with another person in an angry or threatening manner.
- The use of chemicals, tobacco, or alcohol on YMCA property or while participating in a YMCA activity.
- Unauthorized solicitation of members & program participants.

Members and guests must follow all Membership and Program policy signs posted in the YMCA regarding ages for facility usage.

Members and guests are encouraged to take personal responsibility and look out for their own safety & the safety of others at the YMCA. If a member or guest observes a problem or encounters a situation they are uncomfortable with, they are to report this to a YMCA staff member immediately.

*I have read and understand the above statements regarding the release and waiver of liability and indemnity agreement, membership policy, and the YMCA code of conduct..*

---

Minor/Participant's Name (Please Print)

---

Parent/Guardian's Name (Please Print)

---

Parent/Guardian's Signature

---

Date

---

Address

## CODE OF CONDUCT

Waves of Wilmington, Inc. is fortunate to have highly experienced, professional coaches working to develop our children into better swimmers and, more importantly, successful children and young adults. The coaching staff needs respect and discipline to effectively coach our swim team. For that reason, all parents and swimmers must adhere to the following Code of Conduct.

I will practice teamwork with parents, swimmers and coaches.

I will demonstrate good sportsmanship by displaying fairness, ethics, respect, and a sense of fellowship with my competitors and teammates.

I will leave coaching and stroke instruction to the coaches and will not interfere with them on the pool deck or from the stands.

I understand that public displays of negative language and/or gestures directed toward coaches, officials or swimmers will not be permitted or tolerated.

I understand that questions and concerns for the coaches will not be addressed during practice time. I will arrange a prescheduled meeting.

I have read the *Travel*, *Anti-Bullying*, and *Electronic Communication* policies and agree to abide by the regulations set forth in these policies.

I will care for and respect the facilities and equipment made available to me during training and competition.

If I break rules or regulations set forth by WOW and/or USA Swimming or otherwise conduct myself in a way that discredits the organization(s), I will voluntarily submit to disciplinary action by the WOW head coach and the WOW Board of Directors.

Disciplinary action will generally consist of the following:

- **First Offense:** The offender will receive a verbal warning and the offender's parent/guardian(s) will be notified and reminded of WOW's policies.
- **Second Offense:** The offender will have their pool privileges and other WOW club privileges revoked for one week or such other period of time that the WOW head coach (as approved by the WOW Board) determines is reasonable given the nature of the conduct. The offender's parent/guardian(s) will be notified and reminded of WOW's policies.
- **Third Offense:** The offender will be indefinitely suspended from all WOW activities\*. The length of suspension will be determined by the WOW head coach and Board of Directors and could result in membership revocation.

Notwithstanding the foregoing, there may be conduct where the WOW head coach (as approved by the WOW Board) determines additional disciplinary action is necessary. Additional disciplinary action may include, but is not limited to, suspension of pool privileges, suspension from all WOW activities, or revocation of membership. In the event the WOW head coach determines additional disciplinary action is necessary the WOW head coach may suspend the swimmer or parent/guardian until the next meeting of the WOW Board of Directors where additional disciplinary action may be discussed and approved.

When a swimmer is subject to discipline under this Code of Conduct, the WOW head coach will attempt to contact the swimmer's parent/guardian to discuss the conduct and the disciplinary action. The parent/guardian may contact the WOW head coach or the WOW Board of Directors to discuss any disciplinary action of the parent/guardian(s) swimmer.

*\*Any member suspended from the pool will still be responsible for their contractual financial obligations to Waves of Wilmington during the suspension period.*

I have read and understand the Code of Conduct of the Waves of Wilmington, Inc. swim club.

---

Parent Signature:

---

Swimmer Signature:

---

Date:



## WAVES OF WILMINGTON PHOTOGRAPHY POLICY

*Revised: 8/19/2018*

**Waves of Wilmington (“WOW”) recognizes the need to ensure the welfare and safety of all young people taking part in any activity associated with our organization. As such, the photographs and videos of WOW shall comply with this Waves of Wilmington Photography Policy (the “Policy”).**

1. The publishing of a photograph of swimmer under 18 either on a notice board or in a published article or video recording (including video streaming) of swimming competitions or practice (“publication”) will follow USA Swimming policy. Parents or legal guardians may opt-out by completing and submitting the following form.

2. A parent or guardian has a right to refuse to have children photographed. Per USA Swimming, the exercise of this right of refusal cannot be used as grounds for refusing entry into a swimming competition.

All photographs will observe generally accepted standards of decency in particular:

- Action shots will be a celebration of the sporting activity and not a sexualized image in a sporting context.
- Action shots will not be taken or retained where the photograph reveals a torn or displaced swimsuit.
- Photographs will not be taken from behind swimming blocks at the start of a race or from behind a child climbing out of the swimming pool.
- Photographs will not be taken in locker-rooms or bathrooms.

## Photography Opt-out Form

Waves of Wilmington may wish to take photographs (individual and in groups) of swimmers under the age of 18 that may include your child during their membership in the club, and share on club website and social media pages. All photos will be taken and published in line with club policy.

Per the WOW policy, parents or legal guardians may opt-out by completing and submitting this form. Please submit a separate form for each swimmer in your household. If you are not opting out, the form does not need to be submitted.

As the parent/legal guardian of \_\_\_\_\_,

I am opting out of the following (**check all that apply**):

\_\_\_\_\_ Photographs or video to use on the club's website or social media

\_\_\_\_\_ Photographs to include with newspaper articles

\_\_\_\_\_ Photographs to use on club notice boards

\_\_\_\_\_ Please cancel my prior Opt-out request

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Dated: \_\_\_\_\_