

# USA Swimming's SWIM-A-THON® CONTRACT

Web Copy



This agreement is made by and between USA Swimming, an Ohio not-for-profit corporation with principal offices in Colorado Springs, CO, and the (Club) \_\_\_\_\_ located at (club address) \_\_\_\_\_ in (city, state, zip) \_\_\_\_\_

The undersigned agrees to conduct an event called "SWIM-A-THON®" (SAT) according to the terms and provisions contained in the SWIM-A-THON® Promotional Handbook, issued by USA Swimming.

The undersigned acknowledges that the term "SWIM-A-THON®" is a registered service mark, owned by USA Swimming and that any use of this term must be with the consent of the corporation. Any other use is strictly prohibited.

The undersigned agrees to pay to USA Swimming 5% of all funds collected or \$12 per participant, as a result of its SWIM-A-THON®; local expenses including mailing, printing, publicity and other administrative costs shall not be deducted before the 5%/\$12 per participant is calculated or distributed.

The undersigned agrees to return all unused materials supplies by USA Swimming with a SWIM-A-THON® Financial Report Form, along with 5% of the gross income/\$12 per participant, no later than 60 days after the SWIM-A-THON® date. Failure to comply with the terms of this agreement may result in loss of membership privileges. Teams not complying with the terms of this contract will not be eligible for individual awards or the Top Ten Team Recognition.

**The undersigned proposes to conduct such an event on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.**

**USA SWIMMING MUST BE NOTIFIED IMMEDIATELY OF ANY CHANGE IN THE AFOREMENTIONED DATE.**

The undersigned shall jointly and severally hold USA Swimming, Inc., the USA Swimming Local Swimming Committee concerned and all officers, agents, representatives and employees of USA Swimming, Inc., free and harmless from any and all liabilities for personal injury and property damage, which might arise out of or relate to the conduct of this event. Should any one or more of said parties be named in any suit or legal proceeding of any nature, whether the same be groundless or not, arising out of or related to the conduct of this event, then the undersigned shall defend said parties, jointly and severally, and shall indemnify them, and each of them, from any judgement rendered against them, or any one of them, or from any sums paid out in settlement or otherwise.

USA SWIMMING, INC.

By \_\_\_\_\_ Date \_\_\_\_\_

**USA Swimming Representative** (to be signed by staff at USA Swimming headquarters)

By \_\_\_\_\_ Date \_\_\_\_\_

**Team President or Coach**

**Please mail, fax or email the completed contract to:**

USA Swimming 719-866-4578 (o)  
SWIM-A-THON 719-866-4669 (fax)  
1 Olympic Plaza cwaters@usaswimming.org  
Colorado Springs, CO 80909-5770

**Local Swimming Committee (LSC)**

Club Name \_\_\_\_\_

**Swim-a-thon Contact Person**

Address (**please no post office boxes**) \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Address above is a: \_\_\_ Business or \_\_\_ Home

Email \_\_\_\_\_

Home Phone (\_\_\_\_\_) \_\_\_\_\_

Day Phone (\_\_\_\_\_) \_\_\_\_\_

I request \_\_\_\_\_ packets for my team.

I need a SWIM-A-THON® handbook: Yes No

Is your club a: USA Swimming Club HS Team YMCA Team

Is this your first SAT: YES NO

For office use only:

M: \_\_\_\_\_

E: \_\_\_\_\_

**All teams will be charged \$1.00 per swimmer for any unused material packets that are not returned to USA Swimming.**