

Developmental Tennis Institute Program

Overview:

Developmental Tennis Institute is committed to providing each player with world-class training opportunities both on and off-court. The guiding philosophy for our program is working with each player to:

Our coaching staff looks at each player as an individual. We work to help each person improve their games in the context of group and individual workouts. Developmental Tennis Institute wants all the participants in our programs to have the best experience possible and will work with the player and his/her parents to achieve this end.

Rudy Diaz De Vivar, and Rodrigo Diaz De Vivar Sr. direct the program each day. Each coach is selected by Coach Rudy and Coach Rodrigo Sr. to make sure that our methodology is personally given to each student to assure the player's development.

- **Level #1 Pre Competition Program:** This program focuses on preparing a player for competition and works on basic drills to improve footwork, coordination and the groundstrokes.
- **Level #2 Beginners Competition Program:** This program focuses on the foundation of the forehand, backhand, and serve and strives to improve on those very important shots that are the base for any tennis player. This program also introduces the student into other areas of the game such as volleys, etc.

FALL TERM: September, October, November, December
WINTER TERM: January, February, March, April
SPRING TERM: May, June, July, August

D.T.I. Pre Competition/Competition Training Program:

Daily Schedule: 5:00 – 8:00pm

• ENROLLMENT:

Program runs 5 days a week: Monday – Friday On-court training: Group training and match play

Duration: 1 – 2 hours depending on monthly package.

Full term commitment (4 Months) required for all Pre-competition and Competition programs with a minimum of two times per week training schedule without exception.

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• Note:

Program sizes are limited to uphold the integrity of our world-class training program.

Coach to player ratio is 3 to 6.

Players may choose to supplement their D.T.I. Training with private lessons. Payment must be made and received **in advance** to secure a space in the program. All checks payable to:

Developmental Tennis Institute.

All Major Credit Cards Accepted (A 3% Processing Fee will Apply on all Credit Card Payments).

- Drinks & snacks can be purchased on site

PRIVATE LESSONS

- • Can be taken (for an additional fee), before and after sessions.
- • Also available on **Saturdays**. *Inquire with coaches for availability.*

Credit Card Information:

***A credit card is required on file for payments of fees incurred for private lessons and tournaments coaching fees. Note: If you do not receive a confirmation of receipt within 3 business days, please contact the office**

Checks payable to Developmental Tennis Institute (D.T.I.). All Major Credit Cards Accepted*

PAYMENT

Visa/ MasterCard/ Amex /Discover

Name on Card **(please print)**

Billing Address *(City, State, Zip Code)*

Card Number:

Exp. Date:

Parent/Guardian Name (please print):

Date: _____

Parent/Guardian Signature: _____
Date: _____

A valid credit card on file is required.

The first week of training will be charged to your card as a deposit.

Additional weeks can be paid in advance by check or credit card. *All Major Credit Cards Accepted*

Any balance due upon departure will be charged to your credit card on file.

Please complete entire packet, scan and email to www.dtimiramar.com Or Fax to: 954-704-4424

**DEVELOPMENTAL TENNIS INSTITUTE
COMPETITION TENNIS TRAINING PROGRAM AGREEMENT**

THIS AGREEMENT along with the WAIVER, INDEMNIFICATION RELEASE AND CONSENT FOR TREATMENT (Collectively the "Agreement") is made this _____ day of _____, 2020, by and between, DEVELOPMENTAL TENNIS INSTITUTE (hereinafter "DTI"), located at Miramar Silver Lakes Tennis Complex, 3302 SW 176th Terrace, Miramar, FL 33029 and _____ (hereinafter, "You," the "Participant," or the "Parent/Guardian").

SECTION 1 - GENERAL TERMS & CONDITIONS

- a) This Agreement is entered for a period of 4-months starting on _____, 2020 and ending on _____, 2020 (the "Term") for the Pre Competition Tennis Training Program (the "Tennis Program" or "Program" to be provided by DTI from Monday through Friday from 5:00PM to 7:00PM, or as otherwise agreed upon by the Parties. An annual registration fee of **\$30.00** (the "Registration Fee") is required prior to the initial Term per Participant.
- b) Prior to the beginning of the Term, You agree to execute and return to DTI's offices all documents related to this Agreement, including but not limited to: the Student Code of Conduct, and City Release/Waiver and Indemnification Agreement, and other riders or forms as may be necessary from time to time to render the services under this Agreement.
- c) All tuition costs and charges or fees referenced in this Agreement are subject to change without notice.
- d) You agree not to bring any valuable items on the tennis courts/facilities. DTI is not responsible for lost or stolen articles or money. You further acknowledge and agree to assume and be fully responsible for any and all property or other damage to any facilities used by DTI.
- e) Parent/Guardian agrees not leave children unattended or unsupervised at the premises, and further agrees to pick up minor Participants promptly after training.
- f) To preserve the integrity and privacy of our Program, all suggestions, feedback and/or complaints must be submitted privately: at the office by appointment, by phone at (954) 704-4422 or (954) 512-9733, or through our website at www.dtimiramar.com. At no time should these matters be discussed during the hours of training or outside of the office.
- g) You understand that DTI has rules and standard of conduct that are set forth in the Student Code of Conduct; and You agree to abide by these rules and standards for the safety of the Participants, the safety of staff and other participants.
- h) Students are required to wait under the pavilion area and are not allowed to leave that area without being accompanied by a parent or guardian for safety reasons

- i) If a student wishes to make any changes to their schedule or training these matters must be handled through the D.T.I. management and not directly through the coach.
- j) **STUDENT PLACEMENT:** DTI will evaluate all students and place them in groups according to their level of play. Parents/Guardian or Participant's opinions do not represent actual level of play. Please respect the professionals with proper experience to make that judgment. Criteria used for evaluation will be based on a player's physical, technical, and mental attributes.
- k) Coaching staff is scheduled by DTI and appropriated where the program sees fit. We do strive to keep the coaching staff as consistent as possible, whenever possible, but in-group classes a specific instructor cannot be guaranteed. If a student does wish to work with a specific coach, this option is available with private lessons.
- l) Students must arrive on time with their equipment and proper attire. If a student arrives more than 15 minutes late for their class without notifying D.T.I., the academy will accommodate the student wherever space is available.

SECTION 2 - PAYMENT/DISCOUNT/PRORATION POLICY

- a) The total tuition amount for each Term will be \$ _____ ("Tuition"). A deposit in the amount of \$ _____ ("Deposit") is required, unless Tuition is paid in full at the time of registration.
- b) All payments are due on the **25th of the month prior**, but can be postdated for the 1st of the month. (IE February's tuition payment is due January 25). If tuition has not been paid by 1st of the month, DTI reserves the right to automatically charge the credit card on file.
- c) All balances must be paid in full prior to the start of each Term. Checks should be made payable to DTI, and there will be a \$35 fee for all returned checks.
- d) A 15% discount will be granted if full payment for the term is made at the time of registration.
- e) If a student decides not to continue with the program once enrolled, no refunds will be given.
- f) Monthly payment plans, proration and other discounts may be available on a case-by-case basis at DTI's sole discretion, and will be subject to automatic debit or withdrawal from a valid bank account.

SECTION 3 – FEES/CANCELLATION/ABSENCE POLICY

- a) Students are permitted (4) four unexcused absences per term. These lessons can be made up in case 24 hours advanced notice was not provided. If more than (4) unexcused absences occur per term occur, the student will forfeit those classes.
- b) Students are permitted (10) days of absences per term due to personal reasons (sickness, scheduling conflict, etc). If more than (10) absences occur per term occur, the student will forfeit those lessons.
- c) Cancellations due to medical reasons will be handled on an individual basis and proof or documentation may be required. For medically related cancellations, the full amount paid may be credited toward a future reservation without any penalty or service fee. Credits will remain on file for 12 month from the date of cancellation.
- d) In the event of an excused absence, a make up class will be provided based on D.T.I.'s class availability.
- e) Any classes missed due to weather will be made up at no additional expense to the student. D.T.I. strives to provide a comparable time/day for makeup classes, but it is the responsibility of the student to attend a make-up class even if it is on a different day or time than the student normally comes.
- f) Make up lessons for either absences or weather can only be made up within 30 days of the missed lessons and within the same term of enrollment (Fall, Winter, or Summer)
- g) All make-up classes are by appointment only and must be confirmed by D.T.I. management (not a coach) before a space can be guaranteed. Please do not show up to attend a class until D.T.I. management has confirmed your space.
- h) D.T.I. will frequently send out mass texts to students regarding available makeup times. Please note that spaces are given on a first come first serve basis and are not guaranteed until D.T.I. has confirmed it in writing by email or text message.
- i) Make up lessons **DO NOT** affect when student's payment is due. Make up lessons will always be provided, but in addition to the student's regular class, not in replacement of them. Make up classes cannot be deducted of future tuitions owed.

SECTION 4 - ATTIRE & EQUIPMENT POLICY

- a) Participant must wear proper tennis shoes and athletic attire order to participate in the program. Participants must bring water or sports drink to training, as well as other protective or conditioning gear, including but not limited to, hats, jumping ropes, sports tapes/wraps, visors, sunglasses and sunscreen during summer months. Long hair must be worn up off the neck.

SECTION 5 - ASSUMPTION OF RISKS

- a) Physical activity, by its very nature, carries with it certain dangers and risks that cannot be eliminated regardless of the care taken to avoid injuries. The undersigned understands that participation in this Tennis Program will include activities such as strength training, mental training and running. Some of these activities involve strenuous exertions of strength using various muscles groups, some involve quick movement involving speed and change of direction, some involve contact with equipment and other participants that may be older, younger, smaller, larger or stronger than the Participant, and various surfaces (which may be uneven), and others may involve sustained physical activity which places stress on the cardiovascular system.
- b) Furthermore, Participant will be exposed to risks while participating in those activities and while traveling. Some activities may involve traveling to local or state competitions (for examples, in vans when traveling to a competition or to the airport) and exposure to large crowds. The specific risk vary from one activity to the other; but in each activity the risks range from (1) minor injuries such scratches, cuts, bruises and sprains to (2) major injuries such as loss of sight, loss of teeth, broken bones, join or back injuries, concussions, and heart attacks to (3) catastrophic injuries including paralysis and death.
- c) In addition, Participant may expose others, or may be exposed to contagious disease such as influenza, chicken pox or measles. Participant and Parent/Guardian have read the previous paragraphs and (1) understand the nature of the activities to be performed under this Agreement at DTI, (2) understand the demands of those activities relative to the physical condition and skill level of Participant, and (3) acknowledge the types of illnesses and injuries, which may occur as a result thereof. Participant and/or Parent/Guardian hereby assert that participation is voluntary and that knowingly assume all risks associated therewith.

SECTION 6 - ARBITRATION

- a) If a dispute arises under this Agreement that cannot first be resolved through good faith negotiation, the dispute will be submitted to Arbitration and resolved by a single arbitrator (the "Arbitrator") in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. All such arbitration will be confidential and take place at the office of the American Association located nearest to Fort Lauderdale, Florida and at such office designated in Broward County.
- b) The award or decision rendered by the Arbitrator will be final, binding, and conclusive and judgment may be entered upon such award by any court.
- c) The Arbitrator has no authority to award attorney fees. If a conflict arises between this document and another document binding the parties on the same matter, the provisions of this document shall apply.

SECTION 7- ACKNOWLEDGEMENT OF UNDERSTANDING

- a) Participant and Parent/Guardian expressly agree that this Agreement is intended to be as broad as is permitted by the laws of the State of Florida, and that if any portion thereof is held invalid, it is agreed that the remaining portion of the Agreement will remain in full legal force and effect. Participant and Parent/Guardian also acknowledge that this Agreement contains the entire understanding between the parties hereto and supersedes all prior agreements, understandings, representations, warranties and/or covenants, whether oral or written between the parties regarding the subject matter. This Agreement may not be changed, amended or modified except by written instrument executed by each and every party to the Agreement.
- b) The undersigned hereby certify that: I am the Participant or the Parent/Guardian and that I have read and understand and agree to all the terms, conditions and policies as evidenced by my signature below. Participant and Parent/Guardian acknowledge freely, voluntarily sign this Agreement, and intend the signatures to signify a complete assumption of the inherent risks of participating in or observing activities at DTI to the greatest extent allowed by the laws of the State of Florida. In signing this Agreement, I acknowledge that I am consenting to participate in DTI Tennis Program as specified in Section 5 and



WAIVER, INDEMNIFICATION, RELEASE AND CONSENT FOR TREATMENT FORM

1. **Waiver:** In consideration of Participant's enrollment in the Tennis Program and/or Participant's use, today and on all future dates, of the property, facilities, and services of DTI, Participant and Parent/Guardian, on behalf of Participant, Participant's heirs, personal representatives, or assigns, hereby release, waive, discharge, and covenant not to sue, DTI, its Director, Rodrigo Diaz De Vivar, or any of its affiliated companies and each of its directors, officers, coaches, officers, employees, volunteers, sponsors, investors, independent contractors, and agents and representatives from liability from any and all claims, past, present or future, arising from the negligence of DTI, Rodrigo Diaz De Vivar, or any of the aforementioned parties. This agreement applies to (1) personal injury (including death) from accidents, injuries, or illnesses arising from participation in various activities including, but not limited to, participation in sport programs, travel, competition, educational classes, lessons, social activity, and individual use of facilities, or equipment; and (2) any and all claims resulting from the damage to, loss or theft of property.
2. **Indemnification:** In the event any claim for personal injury, property damage or wrongful death shall be prosecuted against DTI, its officers, agents or employees, the undersigned Participant and/or Parent/Guardian agrees for him/herself, his/her heirs, executors, administrators, or assigns to indemnify and hold harmless DTI and its officers, agents, servants or employees from any and all claims or causes of action by Participant or by any other person or entity, by whomever or wherever made or presented, and under no circumstances will the undersigned present any claim against DTI and said persons for personal injuries, property damage, wrongful death, or otherwise caused by any act of negligence by DTI and said persons. Participant further agrees to pay all costs and attorney fees incurred by DTI or Rudy Diaz De Vivar in investigating and defending a claim or suit, but only if Participant's claim is withdrawn or to the extent an arbitrator determines that Rudy or DTI is not responsible for the injury or the loss.
3. **Release:** Participant and Parent/Guardian consent to all videotaping and photographing of Participant and agree that DTI can use these images at any time and in any manner without compensation to Participant and without Participant or Parent/Guardian's approval. DTI shall have the right in perpetuity, for the purpose of the promotion and/or the advertising of the Program or any event in which Participant play, to use Participant's name, photograph, likeness, biography, voice or other identification, in print, film, radio, television, internet and/or any other

media and in all other publicity and promotional materials and media, including the right to use and/or sublicense such right to use the same on event posters, photos, programs, merchandise and other materials.

4. **Consent for Treatment:** As a condition of Participant's enrollment in the Program, DTI staff is granted the right, but not the obligation, by the undersigned to act on Participant's behalf for any medical/mental health care treatment (including immunizations required by law) and prescriptions reasonably necessary or medically advisable to maintain life, health and well-being. This includes, but is not limited to, first aid care and prevention of injuries, mental health interventions, follow-up care and the taking of over-the-counter prescriptions that are approved by a physician even without being seen by a physician. This consent for treatment extends to the signing and conduct of: (1) legal authorization for treatment; (2) consultations; (3) anesthesia; (4) emergency examinations; (5) consent for hospitalization; and (6) treatment or surgery that may be deemed necessary by appropriate medical personnel.

5. **Severability:** This Waiver, Release and Consent Form is intended to be as broad and inclusive as is permitted by law and if any portion is held invalid, the remainder shall continue in full force and effect. The undersigned have read this Waiver, Release and Consent Form in its entirety and certify that they understand and agree to all the terms and conditions, as evidenced by the signature(s) below:

Name of Participant/Minor: _____ Date: _____

Parent/Guardian Signature #1: _____ Date: _____

Parent/Guardian Signature #2: _____ Date: _____

INSURANCE COVERAGE INFORMATION:

Name of Insurance Company: _____ Policy #: _____

Address: _____ Phone #: _____

REQUIRED CREDIT CARD INFORMATION:

"I hereby authorize the use of my credit card to cover all medical expenses."

Card Type (select one): VISA M/C Card Number: _____ Ex. Date: _____

Name on Card: _____ Signature: _____

Family Doctor: _____ Phone #: _____

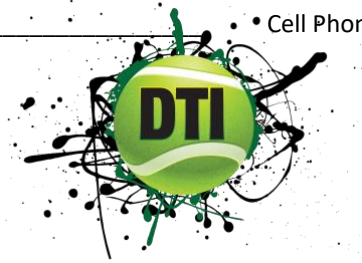
Are you currently taking any medications? No Yes If yes, please list:

EMERGENCY CONTACT INFORMATION:

Emergency Contact #1: _____ Emergency Contact #2: _____

Relationship to Player: _____ Relationship to Player: _____

Cell Phone: _____ Cell Phone: _____



STUDENT CODE OF CONDUCT

RESPONSIBILITIES:

All Students of the Developmental Tennis Institute (D.T.I.) are expected to:

- Know and exercise positive modes of behavior and good manners.
- Accept the responsibility for their own actions and the consequences of inappropriate behavior as outlined in the code of conduct.
- Respect the rights of others, including the right to secure an education in an environment that is orderly and disciplined.
- Adhere to all policies and procedures of D.T.I.

STUDENT CODE OF CONDUCT GUIDELINES:

As an athlete, you are asked to read and agree to the following guidelines. In order to help ensure a respectful, responsible learning environment, all D.T.I. students shall:

1. Attend every class every day, be on time and be prepared for practice and games.
2. Assume personal responsibility for acting with respect and civility and shall not contribute to any infraction, which may be observed.
3. Acknowledge that Harassment, Intimidation or Bullying in all its forms, is unacceptable.
4. Exhibit ethical behavior as it applies to tests, assignments, and other work for which the student is responsible.
5. Use appropriate language at all times.

6. Abide by D.T.I. rules that have been developed to assure the safety and accountability of all of those enrolled in the tennis programs.
7. Communicate with peers and those in authority with respect and consideration, and assume responsibility for one's own behavior and speech.
8. Accept disciplinary consequences with dignity, including exercises that the coach may see fit to help improve one's performance and conduct.
9. Comply with D.T.I.'s appropriate dress code, and the proper use of electronic devices.
10. Understand and comply with D.T.I.'s requirements in relation to bus conduct and appropriate conduct at all extra curricular or other D.T.I.'S -sponsored activities when applicable.
11. Respect D.T.I.'s properties and help to keep them free from damage.
12. Refrain from the use of non-prescription drugs at school and at all D.T.I.'s -sponsored activities unless necessary for the health and safety of the student in accordance with D.T.I. policy and procedural requirements, including written authorization provided by the parent/guardian to D.T.I.'s Director. Students are not permitted to self-administer medication except in certain limited life-threatening conditions.
13. Refrain from using and/or possessing alcohol, controlled dangerous substances, or other Illegal substances at Silverlakes Tennis Complex, on academy's property or buses, and at all tournaments, and be alcohol, drug, and tobacco free at all times. Failure to do so will result in immediate dismissal.

14. Be courteous, respectful, and practice good sportsmanship to teammates, opponents, teachers/coaches, staff members and officials.
15. Understand that good sportsmanship is imperative: criticizing, blaming or disputing with teammates, coaches, opponents, or referees will not be tolerated.
16. Understand that commitment to practice (including fitness) and competitions are required once enrolled in the Intermediate, Part Time, & High Performance programs. Athletes should communicate any scheduling conflicts with the coaches once enrolled in these programs.

Violation of statements 1-16 will be handled in following manner:

- 1ST Violation = Written Warning
- 2nd Violation = Written Warning and parent's meeting with Coach.
- 3rd Violation = Written Warning or Suspension with **NO** practice for that week.
- 4th Violation = Review with athlete/parents/director/coach for possible removal from the program.

Behavioral changes often cause demands that may require personal sacrifices. If an individual athlete is willing to put the needed effort into athletics, he/she will be rewarded for those efforts. It is

a goal of D.T.I. to have excellent Recreational, Competition, and High Performance programs of which we can be proud. Consequently, violation of D.T.I.'s code of conduct is not acceptable.

We have read and understand the Developmental Tennis Institute's Student Code of Conduct as evidenced by our signature(s) below:

_____ (Please Print) Minor Name

_____ Parent/Guardian Signature

_____ Date

(Please review, sign, & return to office)



MEDICAL FORM

If Player has Medical Insurance please provide company name and info.

Insurance Company

Policy Number

Phone Number

In case of emergency, whom should we notify?

Name :

Number and Street

City _____ Province _____

State _____ Country _____ Zip _____

First number to call

Next number to call

Primary Care Physician (PCP)

Name _____

Phone Number _____

MEDICAL BACKGROUND

Circle any of the following that you have had problems with in the past:

Epilepsy

Asthma or Hay Fever

Dizzy Spells

Fainting

Any Sinus or Nasal Problems

Abdominal Pain

Recurrent Headaches

High Blood Pressure

Back Problems

Skin Rash

Tendonitis

Any Throat Problems

Have you had any serious illness or operation?

Yes No

If so, what was the illness or operation?

Have you been hospitalized or had a serious illness within the past five (5) years?

Yes No

If so what was the problem?

Do you suffer from allergies?

Yes No

If yes specify:

Do you wear a medical alert bracelet?

Yes No

Specify:

Are you taking any medication?

List:

Do you suffer from any physical problems or injuries?

Yes No

List:

Do you wear contact lenses? Yes No

Please list if you are allergic or have reacted adversely to drugs, antibiotics, aspirin, other:

List:

Do you have any medical conditions that could influence your participation in a full tennis program?

Parent/Guardian Name (Please Print): _____

Signature of Parent/Guardian: _____ Date: _____

Name of Minor Participant: _____ Date: _____

Your answers are for our records only and will be considered confidential.