



**Langley & Abbotsford Olympians Swim Club, Inc.
CONTRACT & WAIVER 2021 - 2022**



WARNING!

By signing and agreeing to this document by means of physically signing or electronic agreement via registration system, you will waive certain legal rights, including the right to sue.

This is a binding legal agreement; therefore, please read carefully, understand, and clarify any questions or concerns before signing. Thank you.

As a Participant, or on behalf of a minor participant, participating in the sport of swimming, including any in-person or virtual activities like events, training camps, programs, training, competitions, and practices performed in water or outside water (collectively the "Activities"), the undersigned, being the Participant and the Parent/Guardian of the Participant (collectively the "Parties") acknowledge and agree to the following terms:

DESCRIPTION OF RISKS

The Participant is participating voluntarily in the Activities. In consideration of that participation, the Parties hereby acknowledge that they are aware of the risks, dangers and hazards and may be exposed to such risks, dangers and hazards. The risks, dangers and hazards include, but are not limited to, injuries from:

- a) The hazards particular to the Activity(ies) in which I am participating;
- b) Executing strenuous and demanding physical techniques;
- c) Vigorous physical exertion, strenuous cardiovascular workouts and rapid movements in or out of water;
- d) Exerting and stretching various muscle groups or strenuous cardiovascular activity in or out of water;
- e) Failure to properly use any piece of swimming related equipment or from the mechanical failure of any piece of equipment;
- f) Slips or fall due to uneven, slippery or irregular surfaces, including on the pool deck, in dressing rooms or other facilities or room at an aquatic venue and at any physical facilities in and around open water venues;
- g) Concussions or aggravated related symptoms;
- h) Travel to and from training or competitive events and associated non-competitive events which are an integral part of the Organization's activities;
- i) Infectious sources such as COVID-19, as defined by the relevant municipal provincial, or federal health authorities;
- j) Extreme weather conditions which may result in heatstroke, sunstroke, or lightning strokes;
- k) Contact, colliding, falling or being struck by other participants or equipment;
- l) Spinal cord injuries which may render the Participant permanently paralyzed; and
- m) Unforeseen events.

Furthermore, the Parties are aware:

- a) That injuries or health related problem sustained can be severe or even fatal;
- b) That the Participant may experience anxiety while challenging himself or herself during the activities, events and programs;
- c) That the Participant may come into close contact with other participants;
- d) That the Participant's risk of injury is reduced if the Participant follows all rules established for participation; and
- e) That the Participant's risk of injury increases as the Participant becomes fatigued

Initial:

RELEASE OF LIABILITY AND WAIVER

I/we, the undersigned, (or) parents/guardians of the above named participants and swimmers, in consideration of our child or myself (18 years and over), being accepted as a member of the swim club, hereby freely ACCEPT, CONSENT, and AGREE:

- To my and/or his/her participation in any or all of the Langley & Abbotsford Olympians Swim Club, Inc. activities and assume all risks, dangers, hazards, possibility of personal injury, death, property damage, expense and related loss, including loss of income to myself or our child arising there from;
- That the sole responsibility for the participant's safety remains with the participant;
- To remove myself, or my child, if I sense or observe any unusual hazard or unsafe condition or feel unable or unfit to safely continue;
- That I have not been advised by a medical doctor that the participant's physical condition prevents themselves from participating in the activities;
- That there shall forever be no liability on the part of the coaches, the Swim Club, Langley & Abbotsford Olympians Swim Club, Inc., CEO, Olympians Swimming, participants or persons transporting our child to and from activities, and we hereby forever waive and release the coaches, the Swim Club, Langley & Abbotsford Olympians Swim Club, Inc., CEO, Olympians Swimming from any and all claims, demands (including legal fees), actions, and costs which we might arise out and caused by any manner whatsoever, including by not limited to the participant's participation in the activities, negligence, gross negligence, negligent rescue, omissions, carelessness, breach of contract and/or breach of any statutory duty of care of the Organization.

Initial:

CONSENT OF PERSONAL INFORMATION AND PHOTO RELEASE

I/we, the undersigned, authorize Swim BC, Swimming Canada, Langley & Abbotsford Olympians Swim Club, Inc. (collectively the "Organizations") to collect and use personal information about the Registrant for the purpose of receiving communications and the purposes described in the Organization's *Privacy Policy*. I/we grant permission to the Organizations to photograph and/or record the Registrant's image and/or voice on still or motion picture film and/or audio tape, and to use this material to promote the sport and/or the Organizations through the media of newsletters, websites, television, film, radio, print and/or display form. I/we understand that I waive any claim to remuneration for use of audio/visual materials used for these purposes. I/we understand that I may withdraw such consent at any time by contacting the Organization.

Initial:



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FEES AND PAYMENTS

The fee to swim for L&A OSC is a fee which includes taxes (GST #769131343RT0001), pool, coach and operational costs. **If workouts are changed in any way or cancelled there will be no reimbursement of fees or added workouts. The fee to swim includes holiday days and time off. The costs to swim are broken down so families can pay monthly but is not broken down into how much it costs per workout or per month. Please understand this before you agree to this waiver and commit to joining.** Payment is by Credit Card or Direct Deposit. You can pay by cheque or cash but the full amount must be paid prior to the swimmer swimming in the club. Swimmers in National, Provincial, Regional and Age Group Performance will be required to pay July fees upfront at the time of registration as all swimmers in these groups are expected to compete through July. There will be no refunds for July swimming for National, Provincial, Age Group Performance and Regional Groups.

Please note: Any late payments of swim meet fees, coaching fees, and monthly fees will be charged a \$50.00 administration fee.

DISCONTINUATION OF SWIMMING

Discontinuation or changes to Mini Olympians, Olympic Way & Stroke Improvement & Conditioning Groups swimming schedule can only take place after each swimming blocks and by giving 30 days written notice. There will be no refunds without following our policy of discontinuation of swimming. Swimming blocks take place in our Mini Olympians, Olympic Way and Stroke Improvement and Conditioning groups as follows; September 13th to December 31st, January 2nd to March 31st and April 1st to June 30th. **Members who pay for the season in full will not be issued a refund if they decide to discontinue swimming.**

Swimmers in National, Provincial, Age Group Performance, and Regional groups are expected to be committed until the end of the year (July 30, 2022) and there will be no refunds or cancellations accepted after November 30th, 2021. If a swimmer wants to discontinue swimming prior to November 30th, they must provide 30 days written notice and completion of the current block (September 13th – December 31st).

ALTERING SWIMMING/TRAINING SCHEDULE

Swimmers in Mini Olympians, Olympic Way, and Stroke Improvement & Conditioning are required to commit to your original registration time/day/group. For example if you have chosen to swim two times a week you are expected to keep that commitment without change for the swimming block. You can always add days (subject to availability), but you cannot take away days. We will not refund payments or make alternations to training schedule commitments made during a block. **The swimming blocks are as follows: September 13th to December 31st. January 2nd to March 31st. April 1st to June 30th. July swimming is separate.**

CLUB CODE OF CONDUCT

Members must abide by the L&A OSC Club Code of Conduct and Team Manual policies in order to remain a member in good standing. Policies are subject to change with notice given in our news bulletin, Team Manual on website and/or website side bar. A copy is available online at www.langleyolympians.com or www.abbotsfordolympians.com.

Parents/Guardians must accompany their children to and from the change room / washroom before, during and after practice. Coaches will only be responsible for the swimming instruction.

MEMBERSHIP & FUNDRAISING DUES

Membership and Fundraising dues are to be paid once per season. Membership Dues will be paid at when registered and will consist of the Sport BC Fee or Swim BC Membership fee and the L&A OSC Family Membership fee. The Fundraising Fee amount will be charged 3 – 4 weeks after registering. Swimmers will have the opportunity to fundraise the full amount of their Membership & Fundraising Dues. L&A OSC will offer a fundraising event (Swim Challenge) which members can choose to participate. Membership & Fundraising dues are NOT refundable should you stop swimming.

I have read, agreed to and understand the above policies. This is signed/agreed upon by either by means of physical signature or electronic signature/agreement via our Registration System.

Signature of Parent/Guardian: _____

Name of Registrant/Participant: _____

Name of Parent/Guardian: _____

Date: _____

Version: July 7, 2021