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**TRAVEL POLICY**

**AND**

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

# Travel Policy

## Purpose

1. The purpose of this Policy is to inform all Registered Members (as such term is defined in the By-Laws), parents/guardians, coaches, chaperones, NYAC staff travelling to events within and outside of the Province of Ontario of their responsibilities and the expectations of NYAC.

Reference to "Athlete" in this policy refers to a Registered Member who is a swimmer with NYAC.

## Application of this Policy

2. This policy applies to individuals who have responsibilities when teams travel within and outside of the Province of Ontario. These individuals include:
  - a) parents/guardians travelling with the Athlete
  - b) parents/guardians not travelling with the Athlete
  - c) chaperones
  - d) coaches
  - e) NYAC staff
  - f) Athletes

## Travel Agreement, Release of Liability and Indemnity ("Travel Form")

3. Athletes who travel to events as part of team travel with NYAC must provide the coach/chaperone/NYAC staff, as applicable, a completed and signed Travel Form. The Travel Form must be signed by their parent/guardian in case of a minor Athlete. A Travel Form is attached provided at the end of this Policy.

## Responsibilities

4. Parents/guardians of a minor Athlete who are travelling with the Athlete outside of team travel are responsible for the Athlete during the entirety of the event and have the following additional responsibilities:
  - a) Pay all applicable event fees based on payment schedule
  - b) Punctual drop off and pick up of their children at times and places indicated by coaches
  - c) Adhere to coach or chaperone requests for parent meetings, team meetings, or team functions and be punctual to such events
  - d) Adhere to coach's requests for Athlete curfew times
  - e) Adhere to coach's requests for limiting outside activities (shopping, etc.)
  - f) Report any Athlete illness or injury
  - g) Report any incident likely to bring discredit to NYAC
  - h) Adhere to NYAC's policies and procedures, including NYAC's *Code of Conduct and Ethics*, as amended from time to time
  - i) If travelling outside of Canada, ensure that all passports are valid and not expired based on the entry requirements for that country
  - j) Neither the parent/guardian nor the minor Athlete can stay at the same hotel as other Athletes who are travelling to the event as part of team travel unless such restriction is waived by the Director of Performance/General Manager

5. Parents/guardians of a minor Athlete who are **not** travelling with the Athlete have the following responsibilities:
  - a) Agree that one or more individuals assigned by NYAC (generally, a parent/guardian from the applicable swim group as the Athlete) for the team travel will act as chaperone to the Athlete.
  - b) Provide the chaperone with a completed and signed Travel Form unless such form has been provided to the coach/NYAC staff travelling with the Athlete
  - c) Provide the chaperone with emergency contact information unless provided to the coach/NYAC staff travelling with the Athlete
  - d) Provide the chaperone with any necessary medical information unless provided to the coach/NYAC staff travelling with the Athlete
  - e) Pay all applicable event fees based on payment schedule
  - f) As directed by the chaperone/coach/NYAC staff, provide sufficient funds for the Athlete to pay for food and incidentals, as necessary.
  - g) If travelling outside of Canada, ensure that all passports are valid and not expired based on the entry requirements for that country
  - h) Adhere to NYAC's policies and procedures, including NYAC's *Code of Conduct and Ethics*, as amended from time to time
  
6. Chaperones have the following responsibilities:
  - a) Obtain and carry any Travel Forms, emergency contact information, and medical information unless provided to the coach/NYAC staff travelling with the Athlete
  - b) Adhere to coach's requests for parent meetings, team meetings, or team functions and be punctual to such events
  - c) Adhere to coach's requests for Athlete curfew times
  - d) Adhere to coach's requests for limiting outside activities (shopping, etc.)
  - e) Report any Athlete illness or injury to the coach or NYAC staff and complete an Incident Report, as necessary
  - f) Report any incident likely to bring discredit to NYAC to the coach and complete an Incident Report, as necessary
  - g) Inspect hotel rooms rented for damage before check in and after check out. Report any damage to the coach/NYAC staff, as applicable
  - h) Approve visitors to the Athlete accommodations, at their discretion and in consultation with the coach, as applicable
  - i) Adhere to NYAC's policies and procedures, including NYAC's *Code of Conduct and Ethics*, as amended from time to time
  
7. Coaches have the following responsibilities:
  - a) Arrange all team meetings and training sessions
  - b) Determine curfew times and convey them to the chaperones
  - c) Work in close co-operation with the chaperones on all non-sport matters
  - d) Report to NYAC any incident likely to bring discredit to NYAC and complete an Incident Report, as necessary
  - e) If necessary, together with the chaperones, decide temporary disciplinary action to be taken at the scene of an incident, and report such incident and action to the parent/guardian of the Athletes involved as well as to NYAC. Further penalties (as defined under the *Code of Conduct and Ethics*) may be imposed on the Athlete by NYAC, as necessary

- f) Adhere to NYAC's policies and procedures, including NYAC's *Code of Conduct and Ethics*, as amended from time to time
8. NYAC staff have the following responsibilities:
- a) Ensure an appropriate chaperone-to-Athlete ratio that does not exceed ten Athletes per chaperone or such number as may be determined by the Director of Performance/General Manager
  - b) Organize accommodations and inform parents/guardians and chaperones how to register and pay for accommodations
  - c) Room female and male Athletes separately. Coaches and chaperones must be roomed separately from Athletes, unless the Athlete is the child of the coach or chaperone
  - d) Coordinate and collect all travel expenses from parents/guardians
  - e) Adhere to NYAC's policies and procedures, including NYAC's *Code of Conduct and Ethics*, as amended from time to time
9. Athletes have the following responsibilities:
- a) Arrive at each event ready to participate
  - b) Make any visitor requests to chaperones before the visit is expected and ideally prior to leaving for the travel
  - c) Represent NYAC to the best of their abilities at all times
  - d) Communicate any problems or concerns to the coaches and chaperones just as they would their own parent/guardian
  - e) Check in with the chaperone when leaving their rooms
  - f) Not leave the hotel alone or without permission of the coach/chaperone and check-in when returning
  - g) Adhere to NYAC's policies and procedures, including NYAC's *Code of Conduct and Ethics*, as amended from time to time

## RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

**This is a binding legal agreement; therefore, please clarify any questions or concerns before signing. By signing this agreement, the Athlete will be waiving certain rights. Please read carefully.**

**All references to “I”, “my” and similar words and phrases herein refers to the Athlete if the Athlete is above the age of 18 years and to the Parent/Guardian on behalf of the Athlete if the Athlete is under the age of 18 years.**

I, \_\_\_\_\_  
**[Insert name of Athlete if Athlete is above the age of 18 years. Insert name of Parent/Guardian of Athlete who is a minor]**

hereby confirm and consent that I/my child will be travelling with North York Aquatic Club (“NYAC”) to attend \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_  
(the “Event”).

**In consideration of NYAC allowing me to participate in the Event, including travel to and returning from said Event, I agree as follows:**

1. I do hereby for and on behalf of myself, my heirs, executors, successors, administrators, and assigns, remise, release and forever discharge North York Aquatic Club, its directors, officers, members, employees, coaches, volunteers, representatives, agents and their heirs, executors, administrators, successors and assigns (collectively, “NYAC”), of and from any and all claims, losses, damages, injuries, liabilities, penalties, demands, suits, judgements, obligations, costs or expenses of any kind or nature whatsoever (each, a “Claim”) arising in connection with my participation/association in the Event and my travelling to and returning from said Event, and such Claims are hereby waived.
2. NYAC shall not, under any circumstances whatsoever, be responsible or liable for any special, punitive, incidental, indirect or other consequential damages, arising from injury or death of the Athlete from any cause, whether or not it results from any negligent act or omission of NYAC and whether or not such damage was reasonably foreseeable and whether arising in contract, tort or otherwise.
3. I agree to indemnify and keep indemnified NYAC from and against any Claim which may be imposed on, incurred by or asserted against NYAC howsoever arising in connection with the with the Athlete’s participation/association in the Event and his/her travelling to and returning from said Event. I agree that upon notification of any Claim or potential Claim against NYAC due to the Athlete’s participation/association in the Event and his/her travelling to and returning from said Event and following a request from NYAC, I shall forthwith upon demand pay NYAC the reasonable legal costs as and when incurred by NYAC in defence of, or to counterclaim against, any such Claim or potential Claim giving rise to the notification or in pursuance of any rights to recover any sum from any third party, subject in each case to receipt by me of an undertaking from NYAC to repay such amounts if it shall be determined that such party is not entitled to indemnification under this Agreement. Upon any judgement or other financial penalty being awarded or imposed against NYAC where the resulting loss, damage, cost or expense is indemnified in whole or in part

hereunder, I will forthwith upon demand reimburse NYAC for any such amount (to the extent any such amount has not already been paid by me) and I shall not require NYAC to exhaust all alternative rights to recover or appeal unless reasonably requested by me on the condition that I shall continue to pay to NYAC on demand the legal costs, as provided hereunder, as and when incurred by the NYAC in pursuing such alternative rights to recover or appeal.

4. I have read and understand NYAC's Code of Conduct and Ethics and agree to abide by the terms of the Code of Conduct and Ethics.
5. I have read and understand NYAC's Travel Policy and agree to abide by the terms of such policy.
6. I understand that neither NYAC nor the Event offer a nut-free environment and NYAC cannot effectively monitor and guarantee that the Event is nut-free. It is my responsibility to take the necessary precautions by ensuring that the Athlete has an individual emergency plan, including an epinephrine injector (Epi-Pen) if needed, in the event of a serious reaction.
7. **Travel Insurance:** If travelling outside Ontario, I confirm that I have purchased adequate travel insurance that covers sports activities and includes accidents and illnesses. If necessary, I authorize NYAC to take and provide all necessary medical, surgical or dental aid to the Athlete as may be necessary should Athlete suffer an injury or illness due to his/her participation/association in the Event and his/her travelling to and returning from said Event, and I agree to pay for all the medical and any other related expenses incurred in such event in excess of the benefits allowed by Ontario Provincial Health Insurance Plan.
8. **Please list any medical conditions regarding the Athlete's health care (allergies, motion sickness, asthma special diets etc.).**

Allergies/Food/Restriction: \_\_\_\_\_

Medication: \_\_\_\_\_

Instructions: \_\_\_\_\_

9. **Cost:**  
Approx. \$ \_\_\_\_\_.  
Deduct payment from my NYAC Account: Yes \_\_\_\_\_/No: \_\_\_\_\_.

If you select No, please contact Leela D'Cruz to coordinate payment from your alternative credit card.

**10. Please complete the details about the Athlete below:**

**Name of Athlete:** \_\_\_\_\_

**Age and Date of birth of Athlete:** \_\_\_\_\_

**Doctor's Name and Contact:** \_\_\_\_\_

**OHIP Number:** \_\_\_\_\_

**Parent/Guardian's Name(s):** \_\_\_\_\_ ; **Cell:#** \_\_\_\_\_

**Emergency Contact:**

**Name:** \_\_\_\_\_

**Relationship:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Cell#:** \_\_\_\_\_

**If travelling outside Ontario, please provide details of your Travel Insurance Policy:**

**Policy #:** \_\_\_\_\_; **Contact#** \_\_\_\_\_

11. This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The courts of the Province of Ontario shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this agreement (including any question regarding its existence, validity, breach or termination). I further agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect. This agreement (i) constitutes the entire agreement between the parties hereto and supersedes any prior agreement with respect to the subject matter hereof whether oral or written and (ii) is not intended to confer any rights or remedies hereunder upon any person not a party to this agreement. No person will be deemed to be a third party beneficiary of this agreement
  
12. I acknowledge that I have read and understand this agreement, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal representatives. If the Athlete is a minor, I confirm that I have read the Code of Conduct and Ethics and the Travel Policy with the Athlete and explained the requirements under such documents to the Athlete.

**SIGNATURE OF ATHLETE/PARENT/GUARDIAN, AS APPLICABLE.**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Relationship:** \_\_\_\_\_