

**WALNUT COUNTRY SWIM TEAM (WCST)  
MEMBERSHIP APPLICATION AND AGREEMENT**

THIS MEMBERSHIP APPLICATION AND AGREEMENT is made by and between WCST and the undersigned person (hereinafter "APPLICANT/MEMBER").

WHEREAS, WCST is a nonprofit public benefit corporation organized and existing under the laws of the State of California. The principal office for the transaction of business of WCST is located in the State of California.

WHEREAS, WCST exists to foster national and international amateur sports competition and to support and develop amateur athletes for that competition through the operation of a swim team.

WCST and APPLICANT/MEMBER hereby agree as follows:

1. AGREEMENT. Membership in WCST is conditioned upon APPLICANT/MEMBER's signing of and complying with this Agreement and paying any required dues, fees and assessments, and WCST's approval.
2. APPLICANT/MEMBER'S QUALIFICATIONS. The undersigned represents that it meets the definition of a "voting member" as that term is defined in Article IV, Section 1 of the WCST Bylaws<sup>1</sup>.
3. DUES, FEES, AND ASSESSMENTS. APPLICANT/MEMBER agrees to pay to WCST such dues, fees, and/or assessments as are established from time to time by the Board of Directors of WCST.
4. TERM. If APPLICANT/MEMBER is approved, the term of this agreement and APPLICANT/MEMBER'S membership in WCST shall continue indefinitely until terminated pursuant to one or more of the reasons described in the Termination of Membership section of WCST's bylaws (currently found in Art. IV, Sec. 5).
5. BYLAWS, POLICIES AND PROCEDURES. APPLICANT/MEMBER hereby accepts and consents to be bound by, and promises and agrees to fully comply with, the WCST Bylaws and any policies and procedures adopted by WCST's Board of Directors which are now in effect and as may be amended from time to time.
6. NOTICES. All notices to be given under this Agreement shall be considered delivered when deposited in the U.S. Mail or with an express mail service, postage prepaid, to the parties addressed as follows:

WCST  4498 Lawson Court  Concord, CA 94521	APPLICANT/MEMBER FAMILY NAME: _____  Address: _____  _____
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7. SEVERABILITY. Should any portion of this Agreement be determined to be unlawful, and provided that such portion of this Agreement is severable, it shall be eliminated from this Agreement and the other provisions of this Agreement shall continue in effect.
8. ASSIGNMENT. This Agreement shall not be assignable by either party without the prior written consent of the other party.

<sup>1</sup> Definition of a **voting member** from the WCST Bylaws: "Any family with a child between the ages of 3 and 18 wishing to be on the swim team is eligible for voting membership in WCST upon approval by the Board, signing a membership agreement and other required documents, and payment of any dues, fees and/or assessments established by the Board. For purposes of these bylaws, "family" is defined as a group of two or more individuals living in the same household who are related by blood, marriage, domestic partnership, or adoption."

9. ATTORNEYS' FEES AND VENUE. If an action at law or in equity is necessary to enforce or interpret the terms of this agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs in addition to any other reasonable relief to which it may be entitled. With respect to any suit, action or proceeding arising out of or related to this agreement or the documentation related thereto, the undersigned hereby agrees and submits to the jurisdiction and venue of the appropriate court in the County of Contra Costa, State of California for any proceeding arising hereunder.

10. GOVERNING LAW. This Agreement shall be subject to, construed, enforced and governed by the laws of the State of California.

By signing below, the undersigned APPLICANT/MEMBER represents under penalty of perjury under the laws of the State of California that the statements made above are true and correct, and that it understands the foregoing agreement and agrees to abide by the terms and conditions herein.

Date: \_\_\_\_\_

APPLICANT/MEMBER FAMILY name: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Adult Family Member

\_\_\_\_\_  
Type or print name of signatory

\_\_\_\_\_  
Telephone number

\_\_\_\_\_  
Alternate phone

\_\_\_\_\_  
Email Address

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For WCST use only:

Date: \_\_\_\_\_

APPROVED by WCST as a voting member

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name and title of WCST approval signatory

## CONSENT TO ELECTRONIC TRANSMISSION

As a member of the WALNUT COUNTRY SWIM TEAM ("WCST") and/or a director on the WCST Board of Directors, you must provide written consent in order to receive official communications from, and/or to send official communications to, WCST by electronic transmission (i.e. fax or email or the like).

This consent form will allow WCST to send you meeting notices, ballots, conduct meetings, and handle other official business that requires member or board approval, by electronic transmission. It also allows you to send the same types of information to WCST via electronic transmission.

Before signing this consent form, please review and be aware of the following:

1. You are not required to sign this form. You may request that meeting notices, ballots, and other matters of official business be sent to you via regular mail.
2. You have the right to withdraw your written consent at any time after signing this form by providing WCST with written notice that you are withdrawing your consent relative to electronic transmission. No fee will be charged for withdrawing your consent.
3. This consent to electronic transmission is broad, and may include transmission of meeting notices, ballots, and other important information regarding WCST. It also allows WCST to conduct meetings via electronic transmission, although that will not be a frequent occurrence. This consent form represents consent under both California Corporations Code 20 and 21 (transmission from and to WCST). This consent form also meets the requirements for consent under the federal Electronic Signatures in Global and National Commerce Act (15 U.S.C. Sec. 7001(c)(1)).
4. Consenting to electronic transmission via fax requires that you have access to a fax machine and have a current fax number on file with WCST.
5. Consenting to electronic transmission via email requires that you have access to a computer, have a current email account in your name, and have provided your current email address to WCST.

The undersigned WCST member and/or director has read and understands the foregoing, and hereby provides this un-revoked written consent to receive and send information, including but not necessarily limited to meeting notices, ballots, and other information regarding WCST, via electronic transmission, until such time as this consent is revoked in writing. This consent also allows WCST to conduct meetings via electronic transmission (including a chat room style situation or Skype or the like), though that may or may not occur.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print member/family name: \_\_\_\_\_

Check ONE: WCST Member \_\_\_\_\_ Director on the Board \_\_\_\_\_ Member and Director \_\_\_\_\_

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

\*Fax number: \_\_\_\_\_

### PLEASE RETURN SIGNED FORM TO:

Walnut Country Swim Team  
4498 Lawson Court  
Concord, CA 94521  
[wcstsecretary@gmail.com](mailto:wcstsecretary@gmail.com)

\*Please indicate if you do not have access to (or do not want) this type of transmission.

**Walnut Country Swim Team**  
**2021 Season**  
**Youth Sports Swimmers Code of Conduct**

**Preamble**

The essential elements of character building and ethics in sports are embodied in the concept of Sportsmanship and six core principles: trustworthiness, respect, responsibility, fairness, caring, citizenship. The highest potential of sports is achieved when competition reflects these 6 core principles of sportsmanship.

I therefore agree:

1. I will always give my best effort in any competition or practice.
2. I will be at practice on time if at all possible. While at practice, I will listen to and follow the instructions of the coaches. I will not interrupt practice or distract the coaches from performing their duties.
3. I will follow all facility rules and the instructions of any official, such as pool lifeguards.
4. I will always encourage and never ridicule my teammates or fellow competitors.
5. I will always conduct myself with the highest degree of sportsmanship by demonstrating positive support for all swimmers, officials and coaches.
6. I will not engage in any behaviors or practices that would endanger the health and well-being of anyone including myself.
7. I will always play by the rules and resolve conflicts without resorting to hostility or violence.
8. I will treat other swimmers, coaches, officials and spectators fairly and with respect regardless of race, creed, color, sex or ability.
9. I will respect the officials and their authority during meets.
10. I will refrain from the use of tobacco, alcohol or illegal drugs at any time.
11. Any violation of this code may result in, but not be limited to, the following consequences:
  - I may be sent home from practice and not allowed to return until my parents discuss my issues with the head coach.
  - I may be suspended from all practices and meets, and I will not be allowed to re-join the team until my parents discuss my issues with the board and issue a written request for my return to the team.
  - I may be dismissed from the team.

Consequences may be enforced by the Head Coach and the board, based upon the severity of the infraction.

I have read and I understand the code of conduct.

**List all swimmers and sign:**

1. \_\_\_\_\_  
Swimmer's Name

2. \_\_\_\_\_  
Swimmer's Name

3. \_\_\_\_\_  
Swimmer's Name

4. \_\_\_\_\_  
Swimmer's Name

\_\_\_\_\_  
Parent/Guardian Name (please print)

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Date

**Walnut Country Swim Team**  
**2021 Season**  
**Youth Sports Parents' Code of Conduct**

**Preamble**

The essential elements of character building and ethics in sports are embodied in the concept of six core principles of sportsmanship: trustworthiness, respect, responsibility, fairness, caring, citizenship. The highest potential of sports is achieved when competition reflects these six core principles of sportsmanship.

I therefore agree:

1. I will not force my child to participate in sports.
2. I will remember that children participate to have fun and that the meet is for youth, not adults.
3. I will inform the coach of any physical disability or ailment that may affect the safety of my child or the safety of others.
4. I (and my guests) will be a positive role model for my child and encourage sportsmanship by showing respect and courtesy and by demonstrating positive support for all swimmers, coaches, officials and spectators at every meet, practice, or other event.
5. I (and my guests) will not engage in any kind of unsportsmanlike conduct with any official, coach, swimmer, or parent.
6. I will not encourage any behaviors or practices that would endanger the health and well-being of the athletes.
7. I will teach my child that at no time should a conflict result in hostility or violence.
8. I will demand that my child treat other swimmers, coaches, officials, and spectators with respect regardless of race, creed, color, sex or ability.
9. I will teach my child that doing one's best is more important than winning, so that my child will never feel defeated by the outcome of a meet or his/her performance.
10. I will praise my child for competing fairly and trying hard and make my child feel like a winner every time.
11. I will never ridicule or yell at my child or other participants for making a mistake or losing a competition.
12. I will emphasize skill development and practices and how they benefit my child over winning.
13. I will promote the emotional and physical well-being of the athletes ahead of any personal desire I may have for my child to win.
14. I will respect the officials' and coaches' authority during meets and practices. I will communicate with the board, and/or coaches' liaison committee to discuss any issues or grievances regarding the coaches or officials.
15. I will demand a sports environment for my child that is free from drugs, tobacco, and alcohol, and I will refrain from their use at all sports events.
16. I recognize that any breach of this code of conduct may result in consequences as determined by the Swim Team Board, which may include, but not be limited to, suspension and/or dismissal from the swim team, based upon the severity of the infraction.

I have read and I understand the code of conduct.

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Parent /Guardian Name (Print)

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Parent/Guardian Signature

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Date

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Parent /Guardian Name (Print)

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Parent/Guardian Signature

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Date

## RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

In consideration of participation for the persons (herein referred to as "swimmers") named below in the Walnut Country Swim Team.

1. The undersigned parent or legal guardian HERBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOTTO SUE the Walnut Country Swim Team, coaching staff, Cowell Home Owners Association and leases of the property and each of their officers and employees all for the purpose (herein referred to as "releases"), from all liability to the undersigned, his personal representative, assigns, heirs, and next of kin for any and all loss or damage, and any claim or demands therefor on account of injury to the person or property resulting to the swimmers named below whether caused by the negligence of the releases, or otherwise while the swimmers named below are involved or participating in any swim clinic purpose or activity on or off the property.
2. The undersigned parent or legal guardian HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS the releases and each of them from any loss, liability damage, or cost they may incur while theswimmers named below are involved or participating in any swim clinic purpose or activity on or off of the property whether caused by the negligence of the releases or otherwise.
3. The undersigned parent or legal guardian HERBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OFBODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of releases or otherwise while the swimmers named below are involved or participation in any swim clinic purpose or activity on or off the property.
4. The undersigned parent or legal guardian HERBY GRANTS PERMISSION for images of the swimmers named below, captured during regular and special swim activities through video, photo and digital camera, to be used solely for the purposes of clinic promotional material and publications or instruction and critique, and waive any rights of compensation or ownership thereto.

The undersigned parent or legal guardian expressly acknowledges and agrees that competitive swimming and diving are activities in which there are substantial risks of head and neck injuries or drowning etc., all of which involves the risk of serious injury and or death and or property damages. The undersigned parent or legal guardian further expressly agrees that the foregoing release waiver and indemnity agreement is intended to be as broad and inclusive as permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effort.

The UNDERSIGNED PARENT OR LEGAL GUARDIAN HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

**List all swimmers and sign:**

1. \_\_\_\_\_  
Swimmer's Name

2. \_\_\_\_\_  
Swimmer's Name

3. \_\_\_\_\_  
Swimmer's Name

4. \_\_\_\_\_  
Swimmer's Name

\_\_\_\_\_  
Parent/Guardian Name (please print)

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Date

# COVID-19 LIABILITY RELEASE AGREEMENT

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 while participating in Walnut Country Swim Team swim workouts, events or other approved activities (collectively, the "Activities"), and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 and the Activities may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Walnut Country Swim Team and Cowell Homeowners Association and their respective employees, volunteers, and program participants and their families (the "Released Parties"). I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to me (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I, may experience or incur in connection with my attendance at any of the Activities ("Claims").

I agree that if I have a fever, cough, feel short of breath or am experiencing any other symptoms or have knowingly been exposed to a communicable disease such as COVID-19 or have traveled to or from a highly impacted area, I will not attend any of the Activities for at least two weeks after exposure or symptoms have subsided or I have returned from a highly impacted area. In addition, if I discover I have been exposed to a suspected or positive case of COVID-19 or have tested positive for COVID-19, I will notify the coach or club administrator immediately.

On my behalf, the behalf of my family, estate, heirs, or representatives, I hereby release, covenant not to sue, discharge, and hold harmless: Walnut Country Swim Team and Cowell Homeowners Association and their officials, employees, agents, volunteers, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Walnut Country Swim Team and Cowell Homeowners Association and their employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Activities. In addition, I agree to indemnify and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses and/or liabilities (including attorneys' fees) arising either directly or indirectly from or related to any and all claims made by or against any of the Release Parties due to bodily injury, death, loss of use, monetary loss or any other injury from or related to the Activities whether caused by the negligence of the Released Parties or otherwise.

By signing below, I acknowledge and represent that I have read the foregoing waiver of liability, been given the opportunity to ask questions, fully understand its terms, and understand that I have given up rights by signing it, and sign it voluntarily as my own free act, including the release of liability and indemnification requirements contained in this document. I agree that this agreement shall be enforced as fully as possible and that any unenforceable provisions shall be deemed modified to the limited extent to permit enforcement.

## **List all swimmers and sign:**

1. \_\_\_\_\_  
Swimmer's Name

2. \_\_\_\_\_  
Swimmer's Name

3. \_\_\_\_\_  
Swimmer's Name

4. \_\_\_\_\_  
Swimmer's Name

\_\_\_\_\_  
Parent/Guardian Name (please print)

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Date

# WCST Swimmer Emergency Card

EVERY SWIMMER MUST COMPLETE THIS FORM TO PARTICIPATE ON THE WCST 2021 SWIM TEAM

**Family's Last Name** \_\_\_\_\_ **Home Phone** \_\_\_\_\_

Street \_\_\_\_\_ City/State/Zip \_\_\_\_\_

**Father/Guardian's Full Name** \_\_\_\_\_

Street \_\_\_\_\_ City/State/Zip \_\_\_\_\_

Wk Phone \_\_\_\_\_ Hm Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

**Mother/Guardian's Full Name** \_\_\_\_\_

Street \_\_\_\_\_ City/State/Zip \_\_\_\_\_

Wk Phone \_\_\_\_\_ Hm Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

**EMERGENCY CONTACTS: Tell us who we should call 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup>:**

Name	Relationship	Phone #
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

**Doctor's Name** \_\_\_\_\_ **Phone** \_\_\_\_\_

**Preferred Hospital** \_\_\_\_\_

**Swimmer Name #1** \_\_\_\_\_ Birth Date \_\_\_\_\_

Insurance \_\_\_\_\_ Medical # \_\_\_\_\_

Allergies \_\_\_\_\_

Other Information \_\_\_\_\_

**Swimmer Name #2** \_\_\_\_\_ Birth Date \_\_\_\_\_

Insurance \_\_\_\_\_ Medical # \_\_\_\_\_

Allergies \_\_\_\_\_

Other Information \_\_\_\_\_

**Swimmer Name #3** \_\_\_\_\_ Birth Date \_\_\_\_\_

Insurance \_\_\_\_\_ Medical # \_\_\_\_\_

Allergies \_\_\_\_\_

Other Information \_\_\_\_\_

**Swimmer Name #4** \_\_\_\_\_ Birth Date \_\_\_\_\_

Insurance \_\_\_\_\_ Medical # \_\_\_\_\_

Allergies \_\_\_\_\_

Other Information \_\_\_\_\_

<b>Parent/Guardian Signature:</b> _____ <b>Date</b> _____
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