

Pacific Sands Penguins Registration Agreements

Medical Release Waiver

I certify that I am the parent or legal guardian for my child(ren). I hereby give my permission for any supervisor, coach or other team administrator associated with the **Pacific Sands Penguins** to seek and give appropriate medical attention for our child(ren) in the event of accident, injury, illness. I will be responsible for any and all costs associated with any necessary medical attention and/or treatment.

I hereby waive, release and forever discharge **Pacific Sands Penguins** and associated supervisor, coach or other team administrator from all rights and claims for damages, injury, loss to person or property which may be sustained or occur during participation in **Pacific Sands Penguins** activities, whether or not damages or loss is due to negligence. I hereby acknowledge that my child(ren) is (are) physically fit and capable of participation in all Swim Team activities.

Liability Waiver

By registering my child(ren) with the **Pacific Sands Penguins**, I agree to participate (or allow my child(ren) and family members to participate) in the **Pacific Sands Penguins** Swim Program, and hereby release **Pacific Sands Penguins**, its directors, officers, agents, coaches, other South Coast Swim Conference Teams and their Facilities, and employees from liability for any injury that might occur to myself (or to my child(ren) and family members) while participating in the **Pacific Sands Penguins** program, including travel to and from training sessions, swim meets or other scheduled team activities.

I agree to indemnify and hold harmless the above mentioned organizations, other South Coast Swim Conference Teams, and/or individuals, their agents and/or employees, against any and all liability for personal injury, including injuries resulting in death to me, my child(ren) and/or other family members, or damage to my property, the property to my child(ren) and/or other family members, or both, while I (or my child(ren) or family members) participating in the **Pacific Sands Penguins** program.

COVID-19 Operations & Release Waiver

PSCC has elected to open the property to members and immediate family members (living in same household), including tennis, as defined in the Bylaws. Each person who enters the PSCC property agrees to adhere to the updated rules.

Based on currently available information and clinical expertise, older adults and people of any age who have serious underlying medical conditions might be at higher risk for severe illness from COVID-19. PSCC has requested any Member who falls within any of the high risk categories as set forth on <https://www.cdc.gov/coronavirus/2019-ncov/need-extra-precautions/people-at-higher-risk.html> refrain from PSCC property.

If I elect to enter the Pacific Sands Cabana Club property, I confirm the following:

1. Neither I nor a member of my household are diagnosed with or ordered quarantined due to COVID-19 virus, nor do I or a member of my household have (or have experienced within the last 30 days) any of the symptoms associated with COVID-19 including coughing, respiratory distress, sore throat, diarrhea, runny nose, or fever of 100° F or above.
2. To my knowledge, neither I nor a member of my household have been in contact with anyone who is experiencing symptoms or been diagnosed, quarantined or isolated due to COVID-19 virus.
3. I have adequate health insurance coverage for myself and family.
4. I covenant to immediately notify PSCC if I contract the COVID-19 virus and I specifically authorize PSCC

to disclose such information to all of PSCC Employees, Directors, Members, and/or third persons I have come in contact at the Club's property.

I understand PSCC expects me to do the following, while at the club:

- Wash my hands frequently with soap and water or use alcohol-based hand sanitizer/wipes prior to entering, re-entering while at PSCC.
- Maintain at least 6 feet distance between myself and others in the pool, on the entire property, including parking lot.
- Wear a cloth face covering when traveling through common areas of the property where it may not be possible to maintain physical distancing.
- Follow all other health and safety recommendations/requirements set forth by PSCC, local city/county/state and federal governments.

I understand by signing this authorization:

- I authorize the use or disclosure of my health information as described above for the purpose listed.

I assume full responsibility for any illness (including COVID-19) which I may contract at PSCC, and I release PSCC, its employees, directors, affiliates and agents from all claims, damages, liabilities, whether known or unknown, resulting from or arising from using club facilities, pool and equipment.

While PSCC is taking precautions to prevent the spread of COVID-19 on the property, I understand that my participation in activities and using the facilities, pool, and equipment will necessarily increase the risk of myself or members of my household from contracting the coronavirus.

- I understand I have the right to receive a copy of this authorization.
- I understand that I am signing this authorization voluntarily.

The undersigned Member agrees to be bound by the additional rules or any newly adopted rules by the club and further agrees to, consents and authorizes the release and/or disclosure of medical condition as provided for above.

Detach Acknowledgement

Swimmers shall be detached from any other USA Swimming club from the day of the first dual meet through the South Coast Swim Conference (SCSC) Finals. Parents must submit proof of detachment, consisting of a copy of the USA Swimming detach form along with a copy of the check for detach fees prior to the first dual meet.

My Children/Child will not compete with any other USA Swimming team from the day of the first dual swim meet until SCSC Finals, unless the swimmer meets the exemption requirement outlined in the above paragraph.

You do not need to detach from a USA Swimming club if you do not plan to swim in any USA Swimming meets between the first and last summer league meets.

Volunteer Position & Requirements

Pacific Sands Penguins Swim Team meets and events are managed and executed by our Parent Volunteer System. Meets are divided into sessions and hours. You may be required to sign-up for volunteer positions on the Penguins Team Unify web site prior to a swim meet or swim team event.

The exact number of hours required of each participating family will be determined based on the total number of **Pacific Sands Penguins** team members who register for the upcoming season. In addition, volunteer requirements will depend on COVID-19 protocols as defined by the Pacific Sands Cabana Club.

Families with **ONLY** a High School aged swimmer may be asked to volunteer a minimum of four (4) hours for the season, if the swimmer maintains his/her eligibility.

If you have not met your volunteer obligation by the end of the summer season, you will be fined \$50.00 for each unfulfilled hour. All non-payments of such fines will be carried over to the following season. Any outstanding fines or fees incurred in the upcoming **Pacific Sands Penguins** Swim Team season must be paid prior to participating in the following years registration process or the registration may be denied.

It is the responsibility of the swim team members' parents to check-in with the Volunteer Coordinator one (1) hour prior to the start of each meet to confirm that you will fulfill the job you signed up for online. Both first and second-half session volunteers must check-in before the start of the swim meet **even if you are not scheduled to work until the second half of the meet**, or you will be considered a "No Show", and a **FINE** of fifty dollar per hour (\$50.00/hr) will be levied against your account for each unfilled position.

Payment & Refund Policy

I agree to the following payment requirements:

1. All payments are made to the Pacific Sands Cabana Club (PSCC) by the date due or I will owe a registration fee of \$10.00 per swimmer and be dropped from the team.
2. Payments are due once I register.
3. I understand I have 5 days to pay in full after my registration date or they are past due and may be dropped from the team.
4. No registered swimmer will be approved to the team until all registration fees have been paid in full.

I agree to the following refund policy for any cancelled registration:

1. I will be charged a \$10.00 fee per swimmer and pay upon cancellation of membership.
2. I will only be refunded my registration payments prior to practice starting May 3, 2021.
3. I must notify penguins@cabanaclubhb.org of my cancellation of membership and receive a confirmation from one of the board members. A coach notification is not acceptable for cancellation of membership.