

APPENDIX A: 2025-26 CONTRACT AND WAIVER

WARNING!

By signing or electronically agreeing to this document through physical or electronic means, you will waive specific legal rights, including the right to pursue legal action. This agreement is legally binding; thus, it is imperative that you thoroughly read, comprehend, and address any inquiries or uncertainties prior to signing.

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:

1. The hazards particular to the Activity(ies) in which I am participating;
2. Executing strenuous and demanding physical techniques;
3. Vigorous physical exertion, strenuous cardiovascular workouts and rapid movements in or out of water;
4. Exerting and stretching various muscle groups or strenuous cardiovascular activity in or out of water;
5. 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;
6. Concussions or aggravated related symptoms;

7. Travel to and from training or competitive events and associated non-competitive events which are an integral part of the Organization's activities;
8. Infectious sources such as COVID-19, as defined by the relevant municipal provincial, or federal health authorities;
9. Extreme weather conditions which may result in heatstroke, sunstroke, or lightning strikes;
10. Contact, colliding, falling or being struck by other participants or equipment;
11. Spinal cord injuries which may render the Participant permanently paralyzed; and
12. Unforeseen events.

Furthermore, the Parties are aware:

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

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:

1. To my and/or his/her participation in any or all of the Olympians Swimming 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;
2. That the sole responsibility for the participant's safety remains with the participant;
3. 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;
4. That I have not been advised by a medical doctor that the participant's physical condition prevents themselves from participating in the activities;
5. That there shall forever be no liability on the part of the coaches, the Swim Club, Olympians Swimming, the CEO, participants or persons transporting our child to and from activities, and we hereby forever waive and release the coaches, the Swim Club, Olympians Swimming, 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.

CONSENT OF PERSONAL INFORMATION AND PHOTO RELEASE

I/we, the undersigned, authorize Swim BC, Swimming Canada, Olympians Swimming, 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.

FEES AND PAYMENTS

The fee to swim for Olympians Swimming includes taxes (GST #769131343RT0001), pool, coach, and operational costs.

If workouts are changed or canceled, there will be no reimbursement of fees or added workouts. The fee includes holidays and time off. The cost of swimming has been amortized for the convenience of the participants, allowing families to pay through the installment plan.

Payment can be made by credit card or pre-authorized debit through our website. All registration fees must be paid online using one of these methods. Please be aware of the following processing fees:

- **Credit Card:** 3.1% + \$0.40 per transaction
- **Pre-Authorized Debit:** 1.2% + \$0.50 per transaction

Any late payments of swim meet fees, coaching fees, and monthly fees will incur a **\$50.00 administration fee**.

DISCONTINUATION OF SWIMMING

All fees are non-refundable. This policy is essential for the financial viability of Olympians Swimming, as operational expenses are planned and committed based on enrolled swimmers.

Year-Long Groups (Divisional, Provincial, National, White, Red, Masters, and Winter Maintenance)

Swimmers in these programs are expected to be committed until the end of the season (July 31, 2026). All fees for these programs are non-refundable once committed.

Sessional Groups (Olympic Way programs)

Discontinuation of participation in a sessional group is permitted only at the **end of a Program Session**. No refunds are issued for withdrawal during a Program Session once it has begun. The Program Sessions for these groups are:

- Session 1: October 1st to December 20th
- Session 2: January 5th to March 15th
- Session 3: March 30th to July 25th
- Session 4: July 27th to August 22nd

EXTENUATING CIRCUMSTANCES

If a swimmer needs to take a leave of absence from club activities due to extenuating circumstances (such as a medical leave), please apply to the Olympians Swimming Registrar with pertinent details and appropriate documentation, like a doctor's note. All requests will be reviewed by the club. Depending on the situation, you *may* receive credit for the time you were on leave.

MEMBERSHIP & SWIM CHALLENGE ASSESSMENTS

The Member Registration Fee and Swim Challenge Assessment are annual fees. The

Member Registration Fee, a one-time charge per swimmer, is due upon registration and includes Olympians Swimming Club Registration, Swim BC/Swimming Canada Annual Membership, and a Team Uniform Starter Kit. The **Swim Challenge Assessment** is a mandatory annual fee charged upfront upon registration, contributing to essential club operational costs. Members are required to participate in the Swim Challenge event, which provides an opportunity to offset this assessment through pledges. Should pledges exceed the assessment, eighty-five percent (85%) of the funds raised above the assessed value will be applied as a credit to the member's club account, which may be utilized towards future Program Fees or Event and Competition Fees. All fees, including the Member Registration Fee and Swim Challenge Assessment, are non-refundable should participation cease.

CLUB CODE OF CONDUCT

Members must abide by the Olympians Swimming 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 sidebar. A copy is available on the Olympians Swimming website.

Parents/Guardians must accompany their children to and from the change room or washroom before and after practices. Coaches are responsible for the children during swimming instruction. Please note that spectators are not allowed on deck during training.

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.

Name of Participant:

Name of Parent/Guardian if a Minor:

Signature:

Date:
