

Agreement 1

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 **La Paloma Swim Team (LPST)** 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 **Dolphins of the Desert Swimming Academy, LLC** as well as **LPST** and any 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 **LPST** 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.

Agreement 2

Parents Code of Conduct

By accepting this agreement, you acknowledge that you have read the Parent's Code of Conduct and agree to the policy. As a parent in the La Paloma Swim Team, your primary responsibility is to encourage and support your child's participation in the sport. In general, parents are expected to show interest and provide support by ensuring their child's attendance at practices, by attending and volunteering to help at swim meets, and by participating in club activities.

In accepting to be a part of the **LPST**, parents of swimmers participating in the program, agree to adhere to the following code of conduct:

1) **Be a Good Role Model** - Parents serve as role models and their children invariably emulate attitudes and behavior. Be aware of this and strive to be positive role models. Most importantly, show respect and good sportsmanship at all times toward other swimmers, coaches, officials, and opponents. Remember that you are teaching your child at all times.

I will be a positive role model for my child and the team.

2) **Be Enthusiastic and Supportive** - The best way to help your child achieve goals and reduce the natural fear of failure is through positive reinforcement. No one likes to make a mistake. If your child does make one, remember that this is a learning experience. You and your child should learn to treat success and failure as learning experiences and not life changing situations. Encourage your child's efforts and point out the positive things. Your role is to provide love and support regardless of outcome.

"I will support my child, the team, the coaches and other members. I will refrain from making negative comments. I further agree to address concerns through the proper channels.

3) **Remember that Your Child is the Swimmer** - Children need to establish their own goals and make their own progress towards those goals on their own time schedule. Be careful not to impose your standards and goals. Do not over burden your child with achieving best times, making time standards, or winning. Keep your swimmer's development in the proper perspective.

I understand that my child is the swimmer and this is his/her activity.

4) **Let the Coach Coach.** Parents are expected to refrain from making stroke corrections, judging performance or trying to coach their swimmer in any way. The coach has been hired to teach technique, design the training program and evaluate your swimmer's performance. When parents interfere with opinions as to how the swimmer should swim, it causes considerable confusion as to who the swimmer should listen to and respect. If you have questions about the LPST program and/or if you can offer insight on your child that will enable the coach to be more effective, please speak with the coach.

I realize the importance of one coaching voice; I will let the coach coach.

5) **Be a Positive and Constructive Communicator** - If questions, concerns, or problems arise, we readily encourage and want parents to contact our coaches. Parents often feel more comfortable discussing concerns or disagreements with other parents rather than taking them directly to the coach. Not only is the problem never resolved that way, this approach often results in new problems being created. If the coach cannot satisfactorily answer a question or resolve a concern, you should then take your concern directly to Head Coach. Finally, if you are not satisfied after speaking with the Head Coach, you should speak to a member of the Board. By following this procedure, we ensure that the people best able to answer your questions or solve problems are the first individuals contacted.

I understand the chain of command for addressing issues, concerns or complaints. I further agree to address concerns through the proper channels and not to discuss issues outside of these channels.

6) **Swim Meet Protocol** - Any questions that parents may have concerning meet results, an officiating call, the conduct of a meet, and/or the meet facility should be referred to the coaching staff only. Our coaches, in turn, will pursue the question or matter through appropriate channels.

In accordance with USA Swimming rules, parents are expected to remain in the spectator area and off the immediate competitive deck unless they are working the meet in an official capacity.

I understand and agree to abide by the swim meet protocol and will not directly question officiating calls or other issues that arise at a competition.

7) **Support the Team** - Service Hours are an essential part of the La Paloma program. The team is dependent on parent volunteers to successfully fulfill the goals and objectives of the club for many activities. These activities address the major functions of hosting swim meets, fundraising, and administrative support. A requirement of membership is that all families must volunteer when needed sessions at swim meets.

I will support the team as an active volunteer and promise to fulfill my service when needed.

By signing this document that contains this Code of Conduct, the parent takes full responsibility for their actions and behavior while participating with the LPST program and organization.

Agreement 3

Permission to Use Photograph(s)

By agreeing to this agreement, you give permission for representatives of the La Paloma Swim Team to use photographs of my child (ren) listed below: in connection with La Paloma related activities. In doing so I authorize La Paloma Swim Team to copyright, use and publish the same in print and/or electronically. I do agree that the La Paloma Swim Team may use such photographs of my child (ren) with or without the name identified and for any purpose, including for example such purposes as publicity, illustration, advertising, and Web or Social Media content.

By agreeing to this statement, you are stating that you have read and understand the above.

To opt out and refuse permission for LPST to use your child's likeness in photos or in social media, please notify the ownership of Dolphins of the Desert, Geoff Glaser or Jeff Commings.

Agreement 4

Hot Tub Policy at La Paloma Country Club

Children who cannot swim are particularly vulnerable to drowning in a simple environment like a hot tub. We need to all do our part in making sure that no children are put at risk for drowning in the hot tub, in other words, being unsupervised by an adult.

In light of this, the first rule is: no children may be in the hot tub without an adult or coach present **at** the hot tub. Many children who are enrolled on the swim team have younger brothers and sisters or friends who do NOT know how to swim yet. Those children and, indeed, any children who are not on the swim team are not allowed in the hot tub. If you see a child in the hot tub by him or herself, please ask where the parents are and ask the child to get out.

Finally, the hot tub cannot serve as a waiting area while parents/guardians find their way to pick up kids. That said, please be on time for picking up your kids OR make arrangements for another parent or guardian to pick up your kids at the conclusion of each swim practice.

Agreement 5

Dolphins of the Desert Swimming Academy, LLC

RELEASE AND WAIVER, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

In consideration of being permitted to enter the rented facilities of **Dolphins of the Desert Swimming Academy, LLC**, for any purpose, including, but not limited to observation or equipment, use of facilities or equipment, or participation in any way, I acknowledge and agree to the following:

INSPECTION. I have inspected, or immediately upon entering will inspect **Dolphins of the Desert Swimming Academy, LLC**, rented premises, facilities, and equipment. I understand that my entry into **Dolphins of the Desert Swimming Academy, LLC**, for any purpose constitutes an acknowledgment that I have inspected such premises, facilities and equipment and that I find such premises, facilities and equipment are safe and reasonably suited for their intended purposes.

RELEASE AND WAIVER OF LIABILITY, I, on behalf of myself, my personal representatives, heirs, executors, administrators, agent and assigns, hereby **RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE Dolphins of the Desert Swimming Academy, LLC**, or its directors, officers, employees, and agents for any and all liability, including any and all claims, demands, causes of action (known and unknown), suits, or judgment of any and every kind (including attorneys' fees), arising from any injury, property damage, or death that I may suffer while on **Dolphins of the Desert Swimming Academy, LLC**, premises, including parking areas and adjacent sidewalks, **REGARDLESS OF WHETHER THE INJURY, PROPERTY DAMAGE OR DEATH IS CAUSED BY THE NEGLIGENCE OF THE DOLPHINS OF THE DESERT SWIMMING ACADEMY, LLC, OR OTHERWISE.**

ASSUMPTION OF RISK. I understand that there are potential dangers incidental to my use of **Dolphins of the Desert Swimming Academy, LLC**, some of which may expose me to the risk of personal injuries, property damage or even death. I understand these potential risks include, but not limited to strenuous physical activity, condition of exercise or other equipment, and the negligent or willful acts of other **Dolphins of the Desert Swimming Academy, LLC**, users. **I KNOWINGLY AND VOLUNTARILY ASSUME ALL**

SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN ARISING FROM DOLPHINS OF THE DESERT SWIMMING ACADEMY LLC, OR OTHERWISE.

INDEMNITY. I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents and assigns, agree to **HOLD HARMLESS, DEFEND AND INDEMNIFY DOLPHINS OF THE DESERT SWIMMING ACADEMY, LLC**, from any and all liability, including any and all claims, demands, causes of action (known and unknown), suits, or judgment of any and every kind (including attorneys' fees), arising from any injury, property damage, or death that I may suffer as a result of my use of **DOLPHINS OF THE DESERT SWIMMING ACADEMY, LLC, REGARDLESS OF WHETHER THE INJURY, PROPERTY DAMAGE OR DEATH IS CAUSED BY THE NEGLIGENCE OF DOLPHINS OF THE DESERT SWIMMING ACADEMY, LLC, OR OTHERWISE.**

RULES. I agree to accept all rules and regulations of **DOLPHINS OF THE DESERT SWIMMING ACADEMY, LLC**, which are available upon request, and grant **DOLPHINS OF THE DESERT SWIMMING ACADEMY, LLC**, the right to terminate Participant's participation in **DOLPHINS OF THE DESERT SWIMMING ACADEMY, LLC**, if it is determined that Participant's conduct is detrimental to the best interests of, or violates any rule of, **DOLPHINS OF THE DESERT SWIMMING ACADEMY, LLC.**

NO SUPERVISION. I understand and agree that **DOLPHINS OF THE DESERT SWIMMING ACADEMY, LLC**, will not provide supervision of my child's use of **DOLPHINS OF THE DESERT SWIMMING ACADEMY, LLC.**

MEDICAL CONSENT. I hereby authorize the staff of **DOLPHINS OF THE DESERT SWIMMING ACADEMY, LLC**, to act for me according to their best judgment in any emergency in which Participant requires medical attention.

CHOICE OF LAW/SEVERABILITY: I agree that the Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement ("Agreement") shall be construed in accordance with the laws of the State of Arizona and that this Agreement is intended to be as broad and inclusive a permitted by such law. I further agree that if any portion hereof is held invalid, the balance shall, notwithstanding, continue in full force and effect.

I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY DOLPHINS OF THE DESERT SWIMMING ACADEMY, LLC. I UNDERSTAND I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

I agree to the five Agreements above and verify this by my signature here.

Participant's Name: _____

Parent's/Guardian's Printed Name: _____

Parent's/Guardian's Signature: _____

Dated: _____