PHOENIX Swim Club Registration Form (Revised 8/7/25)		Date: Referred By:			
	,		,		/ /
Swimmer's Last Nam	e F	First Name	MI	I	Date of Birth
	M / F				
Age	Sex			Ye	ears at the club
Address		City		State	Zip
Home Phone		Work Phone		Cell Phor	ne
Email					
Business					
Occupation					
	RE-REGISTRATION Payment Form Medical Release Signed Code of	TION (please submit r ON – (please submit (Details on page 2) e Form and Consent Conduct (attached) !5 Athlete Registratio	registration form	n and USMS card	
 An energy If you plan email Daria Members a You may o There is ab USMS (Unitimes, This 	assessment fee of to stop swimming an Townsend at disperse not permitted only freeze your measolutely NO swim ted State Masters membership mus	I fee associated with the \$50 is charged to each and the stock of \$50 is charged to each and the stock of the	ch family in Dec. Je office in writing wimclub.org to re August when team this or more at a times. Ship is required by ly by each swimm	an. Feb. & Mar. for the sequest cancellation m breaks are planding. y all PSC Masters sere. Register and p	or pool heat. month prior. Please n or suspension. ned. swimmers at all ay on-line at

Date: _

Signature _

PHOEN	IIX Swim Club MASTERS
Financ	ial Info: (Monthly dues will increase annually, in September)
Registi	
_	nnual Fee Per Swimmer
_	(to be paid at time of registration)
	Nonthly Fee:
В	asic Memberships
	Masters
	Lap\$83
	•
N	Nonthly Locker Rental Available:
	Locker (if available)
Т	otal
Registra	ation & Payment Policies (Effective 7/10/2014)
	Upon submitting registration paperwork, all PSC members will be emailed instructions to create a password to
	access the website at www.phoenixswimclub.org
2.	All PSC members must utilize auto pay by debit/credit card (Visa, MasterCard or Discover) or by ACH directly from a
	<u>bank account.</u> When you have followed the instructions and complete the steps, your debit/credit card will process
	on the 1st of each month and ACH payments will occur a couple days after the 1st of the month. There will be an
_	additional 2.95% fee for debit / credit card users and a \$1.25 fee added for ACH payments
3.	The system invoices you on the 21st of the month and charges to your credit card or bank acct. are generated on the
	1st of the month. If meet fees or other charges for items such as swim caps go into your acct. between the invoice
	date on the 21 st and the 1 st of the month, your charge may be different than the amount invoiced
4.	You can access your account anytime by logging in on our website at <u>www.phoenixswimclub.org</u> and selecting "my
	account" to view your account and verify all charges. Please contact the swim club office if you have any questions regarding your account. Cardholders are responsible for updating credit card information when your card expires or
	you change numbers.
5	All payments are due monthly, no later than the 10 th of each month.
6.	A \$20 late charge is billed on all balances carried after the 20th of the month.
7.	If your account becomes 30 days past due, your privileges are subject to immediate suspension and/or termination
	and may result in athletes being removed from practice. If your account remains past due, the balance may be
	turned over to a third party collection agency, and you will be fully responsible for any service/collection fees
	assessed in the process of collecting any unpaid balance.
8.	It is your responsibility to keep the contact information (email address, mailing address and phone numbers) up to
	date. Failure to do so will not relieve you of your monthly obligation.
9.	If you attend 2 practices in a month, you will be responsible for the entire month's fees. Refunds will only be made in
	case of injury that prevents a swimmer from swimming.
10.	If you wish to cancel your membership you must notify us in writing by the 15 th of the month prior. You will remain
	responsible for all fees if you leave and do not provide written notice.
11.	PSC is a yearlong program with year-round commitments. Team fees (monthly dues) represent a large part of the
	operating expense of our swim club. Team fees are structured as annual fees but divided into monthly payments for
	billing purposes. Members are not permitted to freeze accounts during team breaks, or for periods of less than 3
40	months.
12.	PSC members in all groups except Masters, must complete volunteer hours to support the club team. A copy of the

PSC Family Participation Policy is available on the PSC website. All members are responsible for reading the policy

and completing the volunteer hours or pay the fees involved for not completing those hours.

Date

Signature ______

PHOENIX Swim Club Medical History Form

Swimmer's Name						
#1 Emergency Contact Name		Relation	Phone			
#2 Emergency Contact Name		Relation	Phone			
#3 Emergency Contact Name		Relation	Phone			
#4 Emergency Contact	Name		Relation	Phone		
Family Doctor	Phone		Family Dentist	Phone		
Hospital Preference				Phone		
Insurance Company			Policy Number	Phone		
Medical History						
Asthma Diabetes	yes yes	no no	Taking Medication if yes explain:	yes	no	
Epilepsy Braces on teeth Wears contacts	yes yes yes	no no no	Surgery if yes explain:	yes	no	
Wears glasses Immunization Current	yes	no no		yes	no	
Please explain any oth	er concerns	here: -	ii yes expiaiii.			

Phoenix Swim Club Informed Consent/Release and Waiver of Liability Form

IMPORTANT: THIS IS A LEGAL DOCUMENT. PLEASE READ CAREFULLY!

This is an Informed Consent/Release and Waiver of Liability (this "Release") executed as the date, by the undersigned set forth below, on behalf of themselves and their respective family members, heirs, executors and administrators (collectively, "Undersigned"), in favor of BEST Swim Club, Inc., dba Phoenix Swim Club, an Arizona nonprofit corporation, its directors, officers, employees, volunteers (including meet directors and officials), landlord and owner of its swimming facility, and agents (collectively known as "PSC").

Each Undersigned hereby freely, voluntarily, and without duress executes this Release under the terms below:

- 1. <u>Informed Consent/Assumption of Risk.</u> Undersigned does hereby desire to participate in and/or volunteer for the PSC swim program, including, but not limited to swimming, collectively, the "Activities"). Undersigned understands and acknowledges that even with the best coaching and training, use of the most advanced safety equipment, and strict observance of the rules, injuries may and do often occur as a result of participation in the Activities. On rare occasions, injuries from the Activities may be so severe as to result in total disability, paralysis, quadriplegia, or even death. Undersigned further recognizes and understands that participation in the Activities may involve certain inherently dangerous activities. Undersigned further acknowledges that Undersigned has read this express warning. Undersigned hereby expressly and specifically assumes the risk of injury or harm associated with participation in the Activities and releases PSC from all liability for injury, illness, death or property damage that may result. With the full understanding and awareness of the facts, Undersigned hereby states that, to the best of Undersigned's knowledge, Undersigned has no medical, physical, mental or emotional health condition that would hinder or prevent Undersigned's participation in the Activities.
- 2. <u>Release and Waiver</u>. Undersigned does hereby release and forever discharge and hold harmless PSC and its successors and assigns from any and all liability, claims, and demands of whatever kind of nature, either in law or in equity, whether known or unknown, which arise or may hereafter arise from Undersigned's participation in the Activities and/or any other project, activity or event sponsored, managed, arranged or promoted by, or otherwise affiliated or associated with PSC. Undersigned agrees and acknowledges that this Release discharges PSC from any liability or claim that Undersigned may have against PSC with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Undersigned's participation in the Activities, whether or not caused by the negligence of PSC or its officers, directors, employees, or agents or otherwise. Undersigned also agrees and acknowledges that PSC does not assume any responsibility for or obligation to provide financial assistance or other assistance to the Undersigned, including, but not limited to, medical, health, or disability insurance in the event of injury, illness, death or property damage.
- 3. <u>Medical Treatment</u>. Undersigned does hereby release and forever discharge PSC from any and all liability claims, demands and causes of action whatsoever that may arise on account of any first aid, treatment, or service rendered in connection with Undersigned's participation in the Activities and/or any other project, activity or event sponsored, managed, arranged or promoted by, or otherwise affiliated or associated with PSC.
- 4. <u>Insurance</u>. Undersigned understands that, except as otherwise agreed to by PSC in writing; PSC does not carry or maintain health, medical, or disability insurance coverage for any volunteer. [PSC does, however, provide GAP insurance to all volunteers under its medical insurance. This means that in the event that medical attention is sought, Undersigned primary medical insurance pays first. PSC's medical insurance would only pay as secondary coverage or in the case that Undersigned does not have any medical insurance.] Undersigned understands that Undersigned is expected and encouraged to obtain his or her own medical or health insurance coverage.
- 5. Photographic Release. Undersigned does hereby grant and convey unto PSC all right, title and interest in any and all photographic images and video or audio recordings made by or on behalf of PSC or made with its consent, during Undersigned's Activities with PSC and/or any project, activity or event sponsored, managed, arranged or promoted by, or otherwise affiliated or associated with PSC, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.
- 6. Other. Undersigned expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Arizona, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Arizona. Undersigned agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

By signing below, I acknowledge that I have read and understand this Release, and agree to its provisions as it relates to me and/or my child.

Name of Athlete (please print)		
Signature	Date	
Name of Parent/Guardian of Athlete (please print)		
Signature	Date	
Name of Volunteer (if not a Parent/Guardian) (please print)		
Signature	Date	

PHOENIX SWIM CLUB CODE OF CONDUCT (EXCERPTED FROM 2017 USA SWIMMING RULEBOOK) ARTICLE 304

304.1

The mission of USA Swimming and Phoenix Swim Club (PSC) is to encourage participation and the pursuit of excellence in all aspects of swimming. USA Swimming and PSC grants the privilege of membership to individuals and organizations committed to that mission. The privilege of membership may, therefore, be withdrawn or denied by USA Swimming and/or PSC at any time where USA Swimming and/or PSC determines that a member or prospective member's conduct is inconsistent with the mission of the organization or the best interest of the sport and those who participate in it.

In order to assist all members to better serve the interests of those who participate in swimming, USA Swimming and PSC have adopted this Code of Conduct.

304.2

Any member, former member, or prospective member of USA Swimming and/or PSC is subject to the jurisdiction of the Board of Review. Any member, former member, or prospective member of USA Swimming and/or PSC may be denied membership, censured, placed on probation, suspended for a definite or indefinite period of time with or without terms of probation, fined or expelled from USA Swimming for life if such person violates the provisions of the USA Swimming Code and PSC of Conduct, set forth in 304.3, or aids, abets or encourages another person to violate any of the provisions of the USA Swimming and PSC Code of Conduct. USA Swimming and/or PSC shall initiate an investigation of any former member of USA Swimming and/or PSC when a report required under 306.1 is received.

304.3

The following shall be considered violations of the USA Swimming and PSC Code of Conduct:

- .1 Violation of the right to compete provisions set forth in Article 301.
- .2 Violation of the anti-doping provisions set forth in 303.3.
- .3 Discrimination in violation of the Amateur Sports Act which requires that USA Swimming must provide an equal opportunity to athletes, coaches, trainers, managers, administrators, and officials to participate in the sport of swimming. Athletes must be allowed to participate and compete to the fullest extent allowed by the Rules and Regulations. Discrimination against any member or participant on the basis of age, gender, race, ethnicity, culture, religion, sexual orientation, gender expression, genetics, mental or physical disability, or any other status protected by federal, state or local law, where applicable, is prohibited.
- .4 Violation of any of the Athlete Protection Policies set forth in Article 305
- .5 Violation of any of the Sexual Misconduct Reporting Requirements set forth in Article 306 OR THE Prohibitions Against Retaliation for Good Faith Reporting of Abuse set forth in Article 307.
- .6 Conviction of, imposition of a deferred sentence for, or any plea of guilty or no contest at any time, past or present, or the existence of any pending charges, for (i) any felony, (ii) any offense involving use, possession, distribution or intent to distribute illegal drugs or sub-stances, (iii) any crime involving sexual misconduct, or (iv) any criminal offense against a minor.
- .7 A Any inappropriate sexual conduct or advance, or other inappropriate oral, written, visual, or physical conduct of a sexual nature at any time, past or present, directed towards an athlete or any person under the age of eighteen (18) by (i) a coach member or other non-athlete member, or (ii) any other adult participating in any capacity whatsoever in the activities of USA Swimming or PSC (whether such adult is a member or not).
- B Any act of sexual harassment, including without limitation unwelcome sexual advances, requests for sexual favors, and other inappropriate oral, written, visual, or physical conduct of a sexual nature in connection with or incidental to a USA Swimming or PSC-related activity by any person participating in the affairs or activities of USA Swimming or PSC (whether such person is a member or not) directed toward any member or other person participating in the affairs or activities of USA Swimming or PSC.
- C A romantic or sexual relationship, even if it is a consensual relationship between adults, which began during the swimming relationship, between athletes and those individuals (i) having direct supervisory or evaluative control, or (ii) who are in a position of power and trust over the athlete. Except in circumstances where no imbalance of power exists,

coaches have this direct supervisory or evaluative control and are in a position of power and trust over those athletes they coach. The prohibition on romantic or sexual relationships does not include those relationships where it can be demonstrated that there is no imbalance of power. For example, this prohibition does not apply to a relationship between two spouses or life partners which existed prior to the swimming relationship. For factors that may be relevant to determining whether an imbalance of power exists, consult the USOC's Safe Sport Policies at www.teamusa.org/Footer/Legal/Governance-Documents.

- D Any peer-to-peer sexual abuse. For the purposes of the Code of Conduct, the term "peer-to-peer sexual abuse" shall mean any unwelcome physical conduct of a sexual nature directed towards a minor athlete by another minor athlete.
- .8 The sale or distribution of illegal drugs or the illegal sale or distribution of any substance listed on FINA's recognized list of banned substances.
- .9 The use of illegal drugs in the presence of an athlete, by a coach, official, trainer, or a person who, in the context of swimming, is in a position of authority over, that athlete.
- .10 The providing of alcohol to an athlete by a coach, official, trainer, manager or any other person where the athlete is under the legal age allowed to consume or purchase alcohol in the state where the alcohol is provided.
- .11 The abuse of alcohol in the presence of an athlete under the age of eighteen (18), by a coach, official, trainer, or a person who, in the context of swimming, is in a position of authority over that athlete.

.12 Abuse

A Physical abuse of an athlete by any person who, in the context of swimming, is in a position of authority over that athlete. "Physical abuse" is defined as a non-accidental injury and/or an injury primarily caused by the gross negligence on the part of the person in a position of authority over the athlete.

- B Bullying of an athlete by a coach member or other non-athlete member who is in a position of authority over that athlete.
- .13 Bullying of a member of Participating Non-Member of USA Swimming or PSC by a non-athlete member. Allegations of Bullying of an athlete member by a coach member shall be investigated under 304.3.12. Bullying of an athlete member of USA Swimming or PSC by another athlete member shall not be considered a Code of Conduct violation, except in the most egregious and flagrant situation, but is nevertheless a serious matter to be handled by the applicable club(s) pursuant to its anti-bullying plan required under 305.6.
- .14 For any USA Swimming or PSC member club or coach to knowingly:
 A allow any person who has been placed on the USA Swimming list of "Individuals Permanently Suspended or Ineligible" to coach or instruct any of its athlete members,

B aid or abet coaching or instruction of athletes by any person who has been placed on the USA Swimming list of "Individuals Permanently Suspended or Ineligible," or

C allow any person who has been placed on the USA Swimming list of "Individuals Permanently Suspended or Ineligible" to have an ownership interest in such USA Swimming club or its related entities.

- .15 Any act of fraud, deception or dishonesty in connection with any USA Swimming-related activity.
- .16 Any non-consensual physical contact, obscene language or gesture, or other threatening language or conduct directed towards any meet official and which is related to any decision made by such official in connection with a USA Swimming sanctioned competition.
- .17 Action, other than through general advertising, by a coach, owner, officer, volunteer, representative, or employee of a swim club, or a USA Swimming or LSC employee, either through direct contact with an athlete or the encouragement of others, to recruit or otherwise encourage an athlete who is already a member of a USA Swimming member swim club to leave that club, unless the acting party receives prior written approval to recruit or encourage the athlete to change affiliation from the designated club representative of the athlete's existing USA Swimming-member swim club or contact is initiated by the athlete, the athlete's parent or authorized representative. General advertising includes any information that is:

A Distributed to an identifiable general population where there is a reasonable expectation that the majority of that population are not current members of USA Swimming, or

B Placed in or on any item that is sold.

In the event of a violation of this section, a sanction may be imposed against any coach, owner, officer, volunteer, representative or employee of a swim club, or against any such club, or any combination thereof, as appropriate.

- .18 Violation of any team misconduct rule as established by the USOC, USA Swimming, any Zone or LSC team authority.
- .19 Any other material and intentional act, conduct or omission not provided for above, which is detrimental to the image or reputation of USA Swimming, a LSC or the sport of swimming.

COMPLAINT FILING AND INVESTIGATION PROCEDURES

The following procedures should be followed for filing and investigating a harassment claim:

- A. The individual may first choose to tell the individual causing the harassment that his/her conduct is offensive and must stop. If the objectionable behavior does not cease immediately, the athlete must report the harassment to the Head Coach, Director of the Facility or to a member of the coaching staff who will report it to the Head Coach, or to the Facility Director if the Head Coach is the subject of the allegation.
- B. The individual alleging harassment will be asked to complete a formal, written complaint. The claim will be investigated thoroughly, involving only the necessary parties. Confidentiality will be strictly maintained.
- C. The investigation will include a meeting with the person alleged to have harassed, sharing with that person the nature of the allegations and when appropriate the name of the person bringing the allegations. If appropriate, the accused athlete(s) will be suspended and the accused adult(s) will be placed on administrative leave during the investigation.
- D. Once the facts of the case have been gathered, the Head Coach, in consultation with the Facility Director, will decide what, if any, disciplinary action is warranted. The disciplinary action will relate to the nature, context, and seriousness of the harassment and can include all disciplinary actions, including immediate suspension, dismissal or termination of employment.
- E. If the complaint is against a non-employee or non-athlete, such as a parent, volunteer or vendor, the school will take steps, within its power, to investigate and eliminate the problem.
- F. Failure to comply with the Code of Conduct may result in, but is not necessarily limited to:
 - a) The athlete not being allowed to participate in some or all team activities.
 - b) The athlete being sent home. Parents will be held responsible for all necessary travel arrangements and will bear the financial responsibility of the costs incurred.
 - c) Suspension for the team for a period of time or indefinitely.

Signature of Athlete:	Date:
Signature of Parent/Guardian:	Date:

ACKNOWLEDGEMENT, WAIVER, AND ASSUMPTION OF RISK

We acknowledge that we have read and are aware of the risk of the spread of the Covid-19 virus by participating in Phoenix Swim Club swimming practices at this time. We acknowledge that we have read these policies on handling this matter and have been referred to the Center for Disease Control website to understand this pandemic, its risks, and how to mitigate community spread of this illness.

Phoenix Swim Club discloses that:

There are certain risks of practicing swimming in a group currently. The virus can spread before another person shows signs of the virus or is symptomatic. The CDC advises that everyone should:

- Continue to practice personal protective measures.
- Continue to put a household plan into action.
- Consider staying at home and avoiding gatherings or other situations of potential exposures, including travel, if you are an individual at increased risk of severe illness.
- Stay at home if you might infect an individual at increased risk of severe illness. Phoenix Swim Club also requires that anyone who is sick, has symptoms of COVID-19 or who has reason to believe they have had contact with anyone with COVID-19 should not participate in any manner or attend a practice.

You understand and acknowledge that COVID-19 is caused by a new virus. There is much to learn about its transmissibility, severity, and other features of the disease. The virus is thought to spread mainly from person-to- person. It is thought to spread between people who are in close contact with one another and through respiratory droplets produced when an infected person coughs or sneezes. These droplets can land in the mouths or noses of people who are nearby or possibly be inhaled into the lungs.

You acknowledge that there are risks and dangers about COVID-19 and being in a public setting, including a swim practice. These risks and dangers may be caused by the negligence of participants, other swimmers, accidents, breaches of protocols, the forces of nature or other causes, and may be from foreseeable or unforeseeable causes.

If your non-adult swimmer, participates in a Phoenix Swim Club practice, you (and he or she) assume all risks and dangers and all responsibility for any losses, damages, or injuries, whether caused in whole in part by the negligence or other conduct of the owners, agents, officers, employees of Phoenix Swim Club, or by any other person.

I HAVE READ THE ABOVE WAIVER AND ASSUMPTION OF RISK AND BY SIGNING IT AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE BEST SWIM CLUB, INC, DBA PHOENIX SWIM CLUB, PHOENIX COUNTRY DAY SCHOOL, ARIZONA SWIMMING AND USA SWIMMING FROM LIABILITY OR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE WITH REGARD TO COVID-19.

Swimmer(s) Name & Age			
Parent/Guardian printed name	Signature of Parent/Guardian	Date	_