



## Terra Linda Orcas 2018-2019 Winter Swim Registration

MSL Liability Waiver

# LIABILITY RELEASE AGREEMENT AND WAIVER

The undersigned, as parent, or participant is familiar with competitive swimming and the Terra Linda Orcas swim program and its various clinics, lessons, fundraisers, and outside recreational activities (collectively, the "Terra Linda Orcas Program"), and in consideration of being permitted to participate in the Terra Linda Orcas Program and as a condition to the acceptance of my application for participation in the Terra Linda Orcas Program, agree with Terra Linda Orcas, the City of San Rafael, and the Marin Swim League (including each its teams and their respective clubs and/or host organizations and facilities, the "MSL"), and as follows:

I hereby waive, release and discharge on behalf of myself, my spouse, my child(ren) and/or my ward(s) (the "Releasors"), any and all claims, demands, causes of action for damages, person injury, death or damage or loss to property which Releasors may have as a result of the participation of any of Releasors in the Terra Linda Orcas Program. This Liability Release Agreement and Waiver shall inure to the benefit of Terra Linda Orcas, the City of San Rafael, the MSL, and each of their coaches, participants, employees, agents, officers, volunteers, and directors (the "Releasees"). ***This liability release and waiver is intended to and shall discharge in advance the Releasees from any and all liability to Releasors, and any and all third persons arising out of or in any way connected with participation in the Terra Linda Orcas Program, whether or not any liability may arise out of passive or active negligence, carelessness or omission on the part of the Releasees. It is agreed that participating in the Terra Linda Orcas Program and in the Marin Swim League involves an element of risk. I understand that incidents, including events of a serious and life-threatening nature, occur during swimming events, around swimming pools and during the use of swimming pools due to, not by way of limitation, slips, falls, collisions, drowning, and other water-related hazards. Knowing the risks involved in the sport of swimming, Releasors hereby expressly assume all such risks.*** Releasors also assume all risks associated with other aspects of the Terra Linda Orcas Program, including without limitation recreational activities, fundraisers, and other events sponsored by or affiliated with the Terra Linda Orcas Program or its coaches, parents, or volunteers. Releasors further agree to hold the Releasees harmless and shall defend and indemnify them from any loss, liability, damage, cost or expense which they may incur (notwithstanding their own active or passive negligence or carelessness) as a result of any injury or death to person or damage to property which may be sustained by the Releasors while participating in the Terra Linda Orcas Program. This Liability Release Agreement and Waiver shall be binding on my heirs, successors and assigns. Releasors agree to accept and abide by the rules and regulations of Terra Linda Orcas, the Terra Linda Community Pool, and the MSL.

If any of the participants in the application to participate in the Terra Linda Orcas Program is under the age of 18 years, I further represent that I have the authority to execute this document on behalf of the participant(s); said participant(s) is/are physically able to participate in the Terra Linda Orcas Program and all of the terms of this Liability Release Agreement and Waiver shall apply in the event of death or injury or property damage which said participant(s) may sustain while participating in the Terra Linda Orcas Program.

Photos: Terra Linda Orcas reserves the right to photograph participants in the Terra Linda Orcas Program for potential future use. All photos will remain the property of Terra Linda Orcas and may be used on promotional materials, including the Terra Linda Orcas website, or other purposes determined by the Board of Directors of Terra Linda Orcas.

Medical Release: The undersigned hereby authorizes Terra Linda Orcas, the MSL, or their authorized representatives to consent to any emergency medical care, which may be deemed necessary for the above named participants while under the supervision of Terra Linda Orcas or the Marin Swim League. I understand that reasonable attempts will be made to contact me and/or the authorized contact person(s) listed on the application before using this consent.

**I HAVE CAREFULLY READ THIS LIABILITY RELEASE AGREEMENT AND WAIVER, AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY, INCLUDING FUTURE LIABILITY, AND A CONTRACT BETWEEN MYSELF AND TERRA LINDA ORCAS, AND I EXECUTE IT OF MY OWN FREE WILL.**

Print names of minor children for whom you are completing this form:

1 \_\_\_\_\_ 2 \_\_\_\_\_ 3 \_\_\_\_\_

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_



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City of San Rafael Release

*HOLD HARMLESS AND RELEASE AGREEMENT: The undersigned on behalf of him/herself and on behalf of any child enrolled by the undersigned in the program, in consideration of participation in this program, agrees to indemnify and hold harmless, and to release, waive, and discharge, the City of San Rafael and its officers and employees, and any community organization cosponsoring the program from any and all liability for any injury or property damage arising out of or in any way connected with participation by the undersigned or the enrolled child in this program, including injuries due to the active or passive negligence of the City, its officers, and employees. I HAVE READ THE ABOVE HOLD HARMLESS AND RELEASE AGREEMENT AND FULLY UNDERSTAND THAT I ASSUME ALL RISKS FOR ANY INJURIES AND PROPERTY DAMAGE SUFFERED. I also certify that I (or my children) are knowledgeable as to all rules of conduct appropriate to the above-mentioned activity. Neither I nor my children have any physical illness, conditions, disabilities or weakness that would interfere with the safe participation in the activity. I recognize that bodily injury and/or property damage may be sustained through participation in this activity and acknowledge that I/we voluntarily accept all risks of injury to persons or property. By signing below, I also give permission for the Swim Club to use my child's/children's picture for advertising purposes.*

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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## Terra Linda ORCAS Performance Code

### **ORCA Performance Code**

ORCAS swim because they want to. Our coaches are hired to help all ORCAS improve their swimming skills and promote good sportsmanship. With a large team, some rules are essential. The coaches rely on the swimmer's understanding of the team rules in order to do their job effectively. Each ORCA and ORCA parent must commit to upholding the following rules and indicate their commitment by signing the acknowledgement at the bottom of the page (or digitally signing on our website). The rules are as follows:

1. Show good sportsmanship and citizenship at all times. This means no use of profanities, obscenities, or other abusive language. This applies to all swimmers, parents, other attending family members and guests of families attending Orca events.
2. Come to practice prepared to swim.
3. Arrive 10 minutes early, prepare yourself mentally, and be suited and ready to swim when practice begins.
4. Listen to your coaches. Follow their instructions.
5. Keep the bathroom area neat and tidy.
6. Come to meets prepared to do your best.
7. If you are unable to swim at a Saturday meet, inform the head coach by Tuesday of the week preceding the meet.
8. Always respect and obey the lifeguards. They are there for your safety.
9. Always respect and obey the pool rules.
9. Enjoy being an ORCA. It is a special team with a long history of extraordinary team spirit and family orientation.

### **ORCA Discipline Policy**

Coaches are hired to promote team spirit, discipline, good swimming technique, and good sportsmanship. They are not hired to be disciplinarians. The purpose of the discipline policy is to establish a clear understanding of the consequences of failing to comply with the team rules.

In the event a swimmer's behavior causes the coaches to take disciplinary action, the following guidelines will be employed. Misbehavior may include but is not limited to talking while the coach is giving instruction, failure to follow the coach's instruction, use of profanities or obscenities, and other behavior disruptive to the team. Disciplinary action up to step 4 is at the sole discretion of the coaching staff. Expulsions must be approved by a subcommittee of the Board of Directors. Specific disciplinary actions will depend upon the seriousness of the misbehavior. In general:

1. The first two incidents of a swimmer's misbehavior will be dealt with at practice, usually with verbal warnings and a clear explanation of the offending behavior.
2. If the same swimmer has a third incident of misbehavior, the swimmer will be asked to leave practice. In this event, swimmers will be expected to quietly and promptly leave the pool deck, dress, and wait for their parents to take them home. The swimmer's parents will be contacted and the incident discussed at the coach's earliest opportunity.
3. If the same swimmer continues to have behavior problems, the head coach will schedule a meeting with the parents of the swimmer and the swimmer, in order to seek a parent supported solution to the behavior problem. Disciplinary action may include suspension from swim meets.
4. Continuing behavior problems will result in a recommendation for further disciplinary action to the Board of Directors for final approval. Disciplinary action may include expulsion from the team without reimbursement of swim team registration fees.

### **Parents**

Parents are role models when on deck or participating in Orca functions. Parents are expected to behave as such, and to support the team with positivity and good sportsmanship. Parents (and family members and family guests) who do not may be subject to the same disciplinary action as a misbehaving swimmer.

### **Acknowledgement**

I have read and agree to these rules and understand that my participation on the team depends upon my upholding these rules for myself, my guests and my swimmer(s).

**Print Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_