

Heartland Swim Association

2023-2024 Annual Membership Agreement

Heartland Administrative Policies

By clicking here you signify that **you AND your swimmer** have **read and agree to** the bullying, MAAPP, and concussion policies as outlined below and found in full on the team website. You also acknowledge that if you have any questions regarding the signs or symptoms of a concussion or other head injuries, the need to seek medical attention and the protocol for returning to daily activities, school and the swimming pool, you will consult with a licensed health care provider.

Team Bullying policy: Bullying of any kind is unacceptable at Heartland Swimming Association (HSA) and will not be tolerated. Bullying is counterproductive to team spirit and can be devastating to a victim. HSA is committed to providing a safe, caring and friendly environment for all of our members. If bullying does occur, all athletes and parents should know that incidents will be dealt with promptly and effectively. Anyone who knows that bullying is happening is expected to tell a coach, board member or athlete/mentor. These policies apply to both athletes and parents.

Minor Athlete Abuse Prevention Policy (MAAPP): Heartland Swim has adopted the Minor Athlete Prevention Policy (MAAPP) created by The U.S. Center for SafeSport- the separate, independent, organization that oversees all sexual misconduct reports in the Olympic and Paralympic Movement for USA Swimming to set a baseline for acceptable safety standards that limit one-on-one interactions between adults and minor athletes. Heartland's MAAPP can be found under the documents tab on our website and should be read by every family.

Concussion Information: Pursuant to California Health and Safety Code 124235, a concussion and head injury information sheet shall be given by each youth sports organization offering an athletic program to each athlete in that program. The USA Swimming Concussion Information Sheet (three pages) can be located under the Documents tab on our website. Please note, the information contained in the Swimming Concussion Information Sheet and this Acknowledgment is not medical advice and is no substitute for it.

Our full bullying, MAAPP, and concussion policies can be found our website under the documents heading. For more information, please go to the Safe Sport page on the USA Swimming website. <https://www.usaswimming.org/safe-sport>

Year Round Financial Policies

**Dues are billed on the 1st and are due by the 15th.
Accounts not paid by the 15th will be billed a \$15 late fee.**

Senior Team \$177 Gold Team \$167 Senior Development \$147 Junior Gold \$129

Additional Swimmer Discount is \$25. Family maximum is \$400.
A \$15 per month, per swimmer, military and first responder discount is available by request.

I understand that dues represent a monthly access fee regardless of how many times my athlete participates during the month. Our dues are based on a 12-month practice schedule which includes a

two-week break in August. If your account is active in July and September you are expected to pay for August.

I agree to give Heartland Swimming Association a two-week notice before cancellation or suspension of team membership (whether temporary or permanent.) Notice must be in writing and sent to hsa@heartlandswim.org If notice is not received via email the account will be billed and must be paid accordingly.

I understand that there are two methods of payment of monthly dues and any other associated fees: Automatic Debit from my bank account (ACH) or Automatic Charge to a credit card. ACH payments are preferred as their processing fees to the team are substantially lower. Payments will be charged to your account on file on the first of the month. When you sign up for automatic payments, please be aware that the system will charge your account for the entire account balance due on the first of the month. A fee may be charged for any declined electronic payments.

Basic Membership Guidelines:

Families have one membership vote and full privileges of membership as defined in the Heartland Swimming Association Bylaws. Basic dues are billed monthly and are due by the 15th of the month. Accounts not paid by the 15th will be billed a \$15 late fee.

Each family is expected to support the team with a \$75 Annual Membership Fee, which is billed when you complete the annual team registration; team volunteerism; and one Team Fundraiser annually, the Aquafest, held in the fall each year. The expectation of the Aquafest is that each family will raise at least \$150 or "buy-out" with a \$150 donation per family. In addition, each family will be billed \$25 for each Heartland Hosted Swim Meet as a Snack Bar Underwriting Fee.

Meet Entry Fee Deposit

The Meet Entry Fee Deposit is a requirement for all year-round swimmers. The team requires parents to deposit \$50 in advance meet entry fees that will held in our account to cover the payment of swim meet entry fees between when we are required to pay them and when you are billed. The deposit can be refunded upon request when leaving the team or we would welcome your donation of those funds.

By signing this your family agrees to the above conditions as conditions for membership in Heartland Swimming Association. In accordance with the HSA Bylaws, the Heartland Board of Directors reviews all memberships at origination.

Year Round Volunteerism Requirements

Swimming is a labor-intensive sport and our team is dependent on parental support for its continued success. Each year-round family is expected to fulfill these minimum team volunteerism requirements:

1. When your child swims in a meet you **ARE REQUIRED** to assist with team timing assignments. You are expected to time for **one hour per session** at meets your child attends. It is highly unlikely that you will have to time this frequently but please expect to. You may also be expected to assist with team jobs assigned by the LSC in addition to timing. Prelims and finals are separate sessions and you will be expected to time at both if your child swims in both.

Please sign up on the team website by the deadline emailed out with the meet information. Timing positions are posted when the host teams release the actual meet timeline with specific timing

information. If your swimmer is entered in an event towards the end of the session, we ask that you take one of the later timing assignments. In the case of a Prelims and Finals meet you may wait to sign up until you find out if your child will be swimming in Finals, but please make sure you sign up through the website so we can accurately track volunteers.

2. Families are expected to volunteer for at least one volunteer shift at each and every Heartland hosted swim meet throughout the year- whether or not your swimmer is swimming in the meet. Heartland hosts between 4-6 meets a year.

Heartland hosted meet volunteer sign-ups are normally posted at least a month before the meet. Please sign in on the sheets in the office or at the snack bar when you arrive at the pool for your volunteer shift.

Failure to fulfill your obligation will result in a charge of \$20 per hour for any outstanding shifts.

Parents serving as Officials at swim meets are exempt from other volunteer requirements at that meet.

Photography Release

Heartland Swim may wish to take photographs (individual and in groups) of swimmers under the age of 18 that may include your child during their membership in the club. All photos will be taken and published in line with club policy. Parents have a right to refuse agreement to their child being photographed. If you do NOT want your child included in any photos posted on the team website or Facebook/Instagram accounts please send an email to hsa@heartlandswim.org giving us your swimmer's name and requesting that they not be photographed.

USA Swimming Policies

USA Swimming Association:

All swimmers participating in Heartland Swimming Association MUST hold a valid and current USA Swimming Membership in order to participate in practices and swim meets, and must agree to uphold the standards and values of USA Swimming.

The membership will be purchased through the link to USA Swimming on the confirmation page of your Heartland registration. This must be completed immediately upon finishing the Heartland registration.

This membership will be good through December 31, 2024.

MEMBERSHIP ANTI-DOPING OBLIGATIONS

It is the duty of individual members of USA Swimming, including athletes, athlete support personnel, and other persons to comply with all anti-doping rules of the World Anti-Doping Agency (WADA), FINA, the USOPC, including the USOPC National Anti-Doping Policy, and the U.S. AntiDoping Agency (USADA), including the USADA Protocol for Olympic and Paralympic Movement Testing (USADA Protocol), and all other policies and rules adopted by WADA, FINA, the USOPC and USADA. Athlete members agree to submit to drug testing by the FINA and/or USADA or their designees at any time and understand that the use of methods or substances prohibited by the applicable anti-doping rules make them subject to penalties including, but not limited to, disqualification and suspension. If it is determined that an individual member may have committed a doping violation, the member agrees to submit to the results management authority and processes of USADA, including arbitration under the USADA Protocol, or to the results management authority of FINA, if applicable or referred by USADA.

To comply with the World Anti-Doping Code, FINA, USOPC and USADA have all amended their anti-doping rules. The rules are available at the offices of USA Swimming or may be found online at the following websites:

WADA www.wada-ama.org

FINA www.fina.org

USOPC www.teamusa.org

USADA www.usada.org/resources/publications-and-policies/:

Visit the Athlete Handbook and the policies/protocol listed below. All members of USA Swimming should familiarize themselves with the following:

USADA Protocol for Olympic Movement Testing https://www.usada.org/wp-content/uploads/USADA_protocol.pdf

USOPC Anti-Doping Policies USOPC-NADP.pdf (usada.org)

The 2022 List of Prohibited Substances and Methods is available on the websites listed above and at www.usaswimming.org. This List will take effect on January 1, 2022.

All athletes should check the status of all medications they plan to take PRIOR to taking them. This includes over-the-counter and prescription medications. It is the responsibility of the athlete to ensure that no prohibited substance enters his/her system.

The United States Anti-Doping Agency (USADA) offers a Drug Reference Line (719-785-2000) and a Drug Reference Online (www.globaldro.com) where athletes, coaches, athlete support personnel, parents and medical professionals may check to ensure that

proper documentation is on file for their medications and that they are consuming medications that are permitted.

Dietary supplements are considered "Take at Your Own Risk" as claims made by the manufacturers/distributors of dietary supplements regarding the effectiveness or contents of their products are not strictly regulated by the U.S. Food and Drug Administration. Any commercial dietary supplement is susceptible to containing substances that may appear on the Prohibited Substance list(s) of FINA and/or the World Anti-Doping Agency. These substances may not be listed on the ingredients label of the product.

Athletes and Athlete Support Personnel should visit USADA's Supplement 411 website for detailed information regarding the supplement industry (including a high-risk list): [https://www. Supplement411.org](https://www.Supplement411.org)

Athletes are also strongly encouraged to check every ingredient of every product they plan to consume as prohibited substances may be listed as ingredients.

USA SWIMMING ARTICLE 304 CODE OF CONDUCT

304.1 The mission of USA Swimming is to encourage participation and the pursuit of excellence in all aspects of swimming. USA Swimming 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 at any time where USA Swimming 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 has adopted this Code of Conduct.

304.2 Any member, former member, or prospective member of USA Swimming is subject to the jurisdiction of the Board of Review. Any member, former member, or prospective member of USA Swimming 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 of Conduct, set forth in 304.3, or aids, abets or encourages another person to violate any of the provisions of the USA Swimming Code of Conduct. USA Swimming shall initiate an investigation of any former member of USA Swimming when a report required under 306.1 is received.

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

Measures to be adjudicated by the USA Swimming National Board of Review

- .1 Violation of the right to compete provisions set forth in Article 301.
- .2 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, gender identity, genetics, mental or physical disability, or any other status protected by federal, state or local law, where applicable, is prohibited.
- .3 Repeated violation of any of the Minor Athlete Abuse Prevention Policies [see page 91].
- .4 Any violation of the FINA Rules on the Prevention of Manipulation of Competition as found in the current FINA Manual, including (i) betting; (ii) manipulating competitions; (iii) corrupt conduct; (iv) misuse of inside information; (v) failure to report; and (vi) failure to cooperate.
- .5 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.
- .6 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.
- .7 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.
- .8 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.
- .9 Any act of fraud, deception or dishonesty in connection with any USA Swimming-related activity.
- .10 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.
- .11 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.

.12 Any other material and intentional act, conduct or omission not provided for above, which is detrimental to USA Swimming, an LSC or the sport of swimming.

Measure to be adjudicated by the U.S. Anti-Doping Agency

.13 Violation of the anti-doping provisions set forth in 303.3.

Measure to be adjudicated by the U.S. Center for SafeSport

.14 Violation of the SafeSport Code. [see www.usaswimming.org/code]

Hold Harmless, Medical and Liability, and Indemnification Release Waivers

By clicking here you signify that **you** have **read and agree to** the following policies and waivers:

It is my intent as a participant or player competing in HEARTLAND SWIMMING ASSOCIATION sanctioned activities, while participating during activities including any pre-game or post-game activities at PRACTICE that I am agreeable to the following: I acknowledge that I am aware that there are risks to me of exposure to directly or indirectly arising out of, contributed to, by, or resulting from:

*An outbreak of any and all communicable disease, including but not limited to, the virus "severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)", which is responsible for Coronavirus Disease (COVID-19) and/or any mutation or variation thereof;

In consideration of having the opportunity to participate as either a team member or competitor at location, and in acknowledging that I am aware of and willing to assume the risks associated with this activity, I hereby voluntarily agree to waive, hold harmless and indemnify HEARTLAND SWIMMING ASSOCIATION and its trustees, agents, volunteers and employees from any and all claims, demands, damages and causes of action of any nature whatsoever arising out of ordinary negligence which I, my heirs, my assigns or successors may have against them for, on account of, or by reason of my participation in the above activities. I indicate my agreement to this hold harmless elective noted below.

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 **Heartland Swimming Association** 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 **Heartland Swimming Association** 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 **Heartland Swimming Association** activities, whether or not damages or loss is due to negligence. I hereby acknowledge that my children is (are) physically fit and capable of participation in all Swim Team activities.

If your swimmer has any medical conditions that the coaches should be aware of please notate those on the swimmer registration form.

I, the undersigned participant and parent, request voluntary participation for minor to participate in all events, which are hereinafter referred to as the 'activities' sponsored by Heartland Swimming Association, USA Swimming and its local swimming committees. This agreement is valid while the participant is a member of USA Swimming. I consent to my/minor's participation in the activities and acknowledge that the minor and I fully understand my/minor's participation may involve risk of serious injury or death, including losses which may result not only from my/minor's own actions, inactions or negligence, but also from the actions, inactions, or negligence of others, the condition of the facilities, equipment, or areas where the event or activity is being conducted, and/or the rules of play of this type of event or activity. I understand that if I have any risk concerns, I should discuss the risks associated with my

participation with the activity coordinators and event staff, before I sign this document and before any activities begins.

Release of Minor's Rights:

In consideration of allowing Minor Participant to participate in the activities, I hereby release and hold harmless Heartland Swimming Association, USA Swimming and its local swimming committee and their members of its board of directors, officers, employees, volunteers, other participants, and agents (collectively, the 'Released Parties'), of and from, and do discharge and waive, any and all claims, demands, losses, damages, and liabilities that Minor Participant may have or sustain with respect to any and all damage and/or injury, of any type, arising out of his or her participating in the activities. I also agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

Release of Parents'/Guardians' Rights:

In consideration of allowing Minor Participant to participate in this USA Swimming event, I hereby release and hold harmless the Released Parties, of and from, and do discharge and waive, any and all claims, demands, losses, damages, and liabilities that I may have or sustain with respect to any and all damage and/or injury, of any type, arising from Minor Participant's participation in the activities. I also agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

I certify that my/minor is in good health and have no physical condition that would prevent participation in this activity. Furthermore, I agree to use my/minor's personal medical insurance as a primary medical coverage payment if accident or injury occurs. I consent to emergency medical treatment in the event such care is required.

Indemnification by Parent/Guardian:

The undersigned parent/guardian further agrees to indemnify, save and hold harmless the Released Parties from any and all claims, demands, losses, damages and liabilities for indemnities, contribution or otherwise with respect to any damage and/or injury, of any type, arising from Minor Participant's participation in the activities. The undersigned also agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasee and is intended to be as broad and inclusive as is permitted by the laws of the State in which the Event(s) is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.