



LIFE TIME SWIM TEAM: TEAM TRAVEL

Purpose: Athletes are most vulnerable to misconduct during travel, particularly overnight stays. This includes a high risk of athlete-to-athlete misconduct. During travel, athletes are often away from their families and support networks, and the setting – new changing areas, locker rooms, workout facilities, automobiles and hotel rooms – is less structured and less familiar.

The [USA Swimming MAAPP Policy](#) defines Team Travel as overnight travel to a swim meet or other team activity that is planned and supervised by the club (LIFE).

Section 1 - USA Swimming Required Policies

Club and LSC travel requires the following actions. These items are Code of Conduct stipulations in the USA Swimming Rulebook.

- a. Club travel policies must be signed and agreed to by all athletes, parents, coaches and other adults traveling with the club (305.5.D).
- b. Team managers and chaperones must be members of USA Swimming and have successfully passed a USA Swimming-administered criminal background check (305.5.B).
- c. Regardless of gender, a coach shall not share a hotel room or other sleeping arrangement with an athlete (unless the coach is the parent, guardian, sibling, or spouse of that particular athlete) (305.5.A).
- d. When only one athlete and one coach travel to a competition, the athlete must have his/her parents' (or legal guardian's) written permission in advance to travel alone with the coach (305.5C).

Section 2 - Policies

- a. During team travel, when doing room checks, attending team meetings and/or other activities two-deep leadership and open and observable environments should be maintained.
- b. Athletes should not ride in a coach's vehicle without another adult present who is the same gender as the athlete, unless prior parental permission is obtained.
- c. During overnight team travel, if athletes are paired with other athletes they shall be of the same gender and should be a similar age. Chaperones and/or team managers would ideally stay in nearby rooms.
- d. When only one athlete and one coach travel to a competition, at the competition the coach and athlete should attempt to establish a "buddy" club to associate with during the competition and when away from the venue.
- e. To ensure the propriety of the athletes and to protect the staff, there will be no male athletes in female athlete's rooms and no female athletes in male athlete's rooms (unless the other athlete is a sibling or spouse of that particular athlete).
- f. A copy of the Club Code of Conduct must be signed by the athlete and his/her parent or legal guardian.
- g. The team should obtain a signed Liability Release and/or Indemnification Form for each athlete.
- h. The team should carry a signed Medical Consent or Authorization to Treat Form for each athlete.
- i. Curfews shall be established by the team staff each day of the trip.
- j. Team members and staff traveling with the team will attend all team functions including meetings, practices, meals, meet sessions, etc. unless otherwise excused or instructed by the head coach or his/her designee.
- k. The directions & decisions of coaches/chaperones are final.
- l. Swimmers are expected to remain with the team at all times during the trip. Swimmers are not to leave the competition venue, the hotel, a restaurant, or any other place at which the team has gathered without the permission/knowledge of the coach or chaperone.

- m. When visiting public places such as shopping malls, movie theatres, etc. swimmers will stay in groups of no less than three persons. 12 & Under athletes will be accompanied by a chaperone.
- n. The Head Coach or his/her designee shall make a written report of travel policy or code of conduct violations to the appropriate club leadership and the parent or legal guardian of any affected minor athlete.

Section 3 - Other Policies to Consider

The following, organized by topic, is a bullet-point list of additional travel policies to consider. Teams may want to utilize some of these policies based on their individual preferences and needs.

Safety

- a. Additional guidelines to be established as needed by the coaches;
- b. Supervised team room provided for relaxation and recreation;
- c. Respect the privacy of each other;
- d. Only use hotel rooms with interior entrances; and
- e. Must wear seat belts and remain seated in vehicles;

Behavior

- a. Be quiet and respect the rights of teammates and others in hotel;
- b. Be prompt and on time;
- c. Develop cell phone usage guidelines;
- d. Develop computer use guidelines including social media;
- e. Respect travel vehicles;
- f. Establish travel dress code;
- g. Use appropriate behavior in public facilities;
- h. Establish two different curfews – in own rooms and lights out;
- i. Must stay in assigned hotel room; and
- j. Needs and wellbeing of the team come first.

Financial

- a. No room service without permission;
- b. Swimmers responsible for all incidental charges;
- c. Swimmers responsible for any damages or thievery at hotel;
- d. Must participate in contracted group meals; and
- e. Communicate travel reimbursement information and policies.

General

- a. Establish fair trip eligibility requirements;
- b. Establish age guidelines for travel trips;
- c. Parent(s) responsible for getting swimmer(s) to stated departure point; and
- d. Requirements for families to attend "Team Travel Meets."

Code of Conduct / Honor Code

The Club Development Committee strongly encourages teams and LSCs to create a Code of Conduct or Honor Code as a companion document to the team travel policies.

Required:

All team members, team staff, and parents of minors are apprised in writing of this Code of Conduct and the attached USA Swimming Code of Conduct. A signature on this document constitutes unconditional agreement to comply with the stipulations of both documents.

Recommended:

- a. Team members will display proper respect and sportsmanship toward coaches, officials, administrators, teammates, fellow competitors and the public at all times.

- b. Team members and staff will refrain from any illegal or inappropriate behavior that would detract from a positive image of the team or be detrimental to its performance objectives.
- c. The possession or use of alcohol or tobacco products by any athlete is prohibited.
- d. The possession, use, or sale/distribution of any controlled or illegal substance or any form of weapon is strictly forbidden.
- e. No "deck changes" are permitted. Athletes are expected to use available change facilities.
- f. Team members are reminded that when competing in meets, traveling on trips, and attending other meet related functions, they are representing both themselves and Life Time. Athlete behavior must positively reflect the high standards of the club.

For Consideration:

- a. Failure to comply with the Honor Code as set forth in this document may result in disciplinary action. Such discipline may include, but may not be limited to:
 - i. Dismissal from the trip and immediate return home at the athlete's expense;
 - ii. Disqualification from one or more events, or all events of competition;
 - iii. Disqualification from future team travel meets;
 - iv. Financial penalties;
 - v. Dismissal from the team; and/or
 - vi. Proceedings for a LSC or USA Swimming National Board of Review.
- b. Swimmers are to refrain from inappropriate physical contact at team activities and events.
- c. Swimmers are to refrain from use of inappropriate language.

Life Time Swim Team Code of Conduct

Participant guide for Life Time Swim Team participation.

As a Life Time Swimmer, you have a right to:

- Be respected.
- A safe environment.
- Succeed.
- Listen and be heard.

As a Life Time Swimmer, you have a responsibility to:

- Follow and abide by USA Swimming MAAPP & Safe Sport rules, code of conduct & policies.
- Be on task and set a good work ethic.
- Not demean others.
- Respect others, their property and personal space, show good sportsmanship.
- Follow directions, ask questions.

The Life Time coaches accept responsibility to:

- Follow and abide by the USA Swimming MAAPP & Safe Sport policies.
- Provide workouts, swim sets and give corrective feedback.
- Provide an orderly and safe environment.
- Provide an encouraging, positive, and productive environment.

Life Time expects staff, swimmers, and parents to abide by the following character traits:

- Respect – for yourself, others, and Life Time staff and property and any facilities we visit.
- Dignity – for others' points of view and differences.
- Honesty – in athletics and activities.
- Responsibility – for actions and words.
- Teamwork – value everyone's contribution.

Our behavior management techniques include:

- Clearly communicating the expected behavior and restating the expectation if needed.
- Telling the child what is desired behavior
- Praising appropriate behavior

Any corrective action is intended to provide opportunities for a participant's guidance and growth. Staff will encourage swimmers to state their needs and listen to the needs of others. Our environment is structured to encourage children to make positive choices, guided by caring and supportive staff. When a participant's behavior negatively impacts their ability to interact with

others, they demonstrate the inability to control their actions and/or emotions or the inability to judge social and play situations appropriately; this may result in an interactive process with Life Time Leaders, which may include, but is not limited to, mandatory reporting to Safe Sport, USA Swimming and the police, removal from a program and possible loss of membership.

The following is a list, including, but not limited to, behaviors that will not be tolerated and are subject to disciplinary action(s):

1. Theft, disrespect, destruction, or degradation of people, places, and/or objects
2. Refrain from any illegal or inappropriate behavior that would detract from a positive image of the team or be detrimental to its performance objectives
3. The possession, use, or sale/distribution of any controlled or illegal substance or any form of weapon is strictly forbidden
4. Bullying, harassment, hazing, emotional and physical misconduct
5. Sexual misconduct and sexual abuse
6. Disrespectful behavior towards coaches, parents, other swimmers or staff
7. Team members will display proper respect and sportsmanship toward coaches, officials, administrators, teammates, fellow competitors and the public at all times
8. No "deck changes" are permitted (USA Swimming Policy). Athletes are expected to use available change facilities
9. Swimmers are to refrain from inappropriate physical contact at including but not limited to, team activities and events
10. Swimmers are to refrain from use of inappropriate language
11. Team members are reminded that when competing in meets, traveling on trips, and attending other meet-related functions, they are representing both themselves and Life Time. Athlete behavior must positively reflect the high standards of the team and Life Time.
12. Team members are also responsible for following all Life Time Club Policies whether at a Center or at an off-site Swim Team event.

Disciplinary measures are enforced at the discretion of the coaching staff, AQ Leader and General Manager and depend upon severity and/or continued abuse of Life Time, Safe Sport and USA Swimming, expectations, rules, regulations and determinations. The following is a list of possible consequences for breaking any part of the Code of Conduct:

1. Meeting with coach and/or parent(s)
2. Temporary or permanent suspension from the team and suspension of their Life Time membership.
3. Dismissal from a non-travel Swim Team event and parent's called to pick them up.
4. Dismissal from the trip and immediate return home at the athlete's expense
5. Disqualification from future team travel meets

6. Proceedings for a USA Swimming National Board of Review
7. Reporting to Safe Sport to investigate and issue decisions in regards to the violation of Safe Sport Code.
8. Report to police.

It is our hope that the following measures would not need to be used, but if a swimmer fails to maintain the established standards, the following action will be taken:

1st Incident – Swimmer and parents/guardians will receive a warning to cease inappropriate behavior or, if applicable, based on the severity of the incident, up to and including suspension from the swim team and their Life Time Membership or removal from the swim team and termination of their Life Time Membership .

- In the case of incidents of sexual misconduct, sexual abuse and/or where a swimmer, swim team member, coach or Life Time member was intentionally emotionally or physically injured due to the actions of a swim team member, consequences may include but are not limited to an immediate suspension from the swim team and their Life Time membership up to a permanent suspension from the swim team, the termination of their Life Time membership and Safe Sport & USA Swimming sanctions (Based on the results of Life Time’s and Safe Sport’s investigation). The incident may also be reported, including but not limited, to USA Swimming, the Center for Safe Sport and the police, as applicable. Suspension times for swim team and USA Swimming sanctions will be determined according to Safe Sport and USA Swimming guidelines. Life Time will determine membership suspensions and/or terminations based the results/determinations of the Safe Sport, USA Swimming and Life Time investigations, as applicable.

2nd Incident - Swimmer will not be permitted to return to practice and/or any Life Time club until they and their parents have met with the coaches and the investigation into the incident has concluded. Additional disciplinary measures may be determined based on the investigation of the incident, including but not limited to the reporting of the incident to Safe Sport, USA Swimming and the police, suspension from the swim team, suspension from all Life Time Clubs up to and including removal from the swim team and termination of their Life Time Membership.

3rd Incident - Swimmer will not be permitted to return to the swim team, their Life Time Membership may be terminated and the incident may be reported to Safe Sport, USA Swimming and the police, based on the incident and subsequent investigation, as applicable.

Summary of Method:

If a participant engages in inappropriate behavior, then the Life Time Swim Team Staff, in cooperation with the parents or guardian(s) will identify various accommodations and strategies to ensure that the behavior does not become disruptive or a safety threat. If the inappropriate behavior emotionally, physically, or sexually threatens and/or hurts (collectively (“Hurtful Misconduct”) another participant, swim team member, coach, swimmer, Life Time member or

guest, disciplinary actions will be taken, which may include but is not limited to, reporting the Hurtful Misconduct to USA Swimming & Safe Sport and the police, suspension from the swim team, suspension of their Life Time Membership up to and including removal from the swim team and termination of their Life Time Membership.

Step 1: Early Intervention

Coaches will clearly communicate with participant and document participant behavior. The coaches are primarily responsible for the maintenance of proper participant behavior both in and out of the water while swimmers are attending swim team activities. Every reasonable effort should be made by staff to solve discipline problems before they are referred to the AQ Leader and/or the General Manager unless the behavior is determined to be Hurtful Misconduct.

All Hurtful Misconduct incidents should be brought to the attention of management for review, investigation, reporting and determination of disciplinary action. During the investigation of the Hurtful Misconduct all participant(s) may be suspended from the swim team and from accessing Life Time Centers. If it is determined after investigation that a participant was guilty of Hurtful Misconduct, then, management may determine to immediately move to suspend.

Step 2: Behavior Support & Strategies

Coaches will continue to document the participant's behaviors and determine appropriate intervention strategies. Staff alerts program coordinator who will contact participant's parent(s) or guardian(s). Staff will work with the parent(s) or guardian(s), coaches and other to gathering information and to develop additional support and guidance for the participant.

Step 3: Behavior Modification Plan Development & Implementation

With the cooperation of the AQ Leader, a positive and proactive approach to the maintenance of proper participant conduct will be established. In dealing with the participant, staff will model respect, dignity, and self-control. They will develop an intermediary plan with parent(s) or guardian(s) and coaches that outline goals and expectations for participation in the program and clearly identify conduct expectations and consequences for noncompliance. Parent(s) or guardian(s) and swimmer will sign off on the plan and begin implementation. Staff and participants will actively monitor and evaluate the plan. The staff will meet on an "as needed" basis to evaluate the plan or consider more effective accommodations, redesign or modify the plan, if necessary, and communicate any changes. Staff will continue to monitor and assess the participant's program engagement and behaviors. Life Time staff will document all meetings, telephone calls, incidents, complaints, safety concerns, problems, successes, and make a recommendation(s) for future action.

Step 4: Suspension

If a participant engaged in or is being investigated for Hurtful Misconduct or their behaviors continue to conflict with the code of conduct, Safe Sport and USA Swimming MAAPP Policy, coaches will refer the participant to the AQ Leader and General Manager and the parent or guardian(s) will be contacted. This notification indicates that the participant has not responded to previous interventions in the Life Time setting or has engaged in Hurtful Misconduct. Referrals

will result in a conference with the participant and parent(s) or guardian(s) and assignment of a consequence as determined by the AQ Leader, General Manager, Safe Sport & USA Swimming, as applicable. AQ Leader/General Manager may consider alternate strategies. For severely deviant behavior, incorrigibility, repeated violations, and/or Hurtful Misconduct, the participant may be suspended from a Life Time program and access to Life Time Centers

Step 5: Removal from Program

When the participant does not respond to interventions or alternative placement, or has engaged in Hurtful Misconduct, the recommendation for expulsion from the Life Time program and termination of their Life Time membership will be considered. The recommendation for expulsion shall be referred to the AQ Leader/General Manager for approval, and the swimmer will no longer be able to participate in Swim team and their Life Time Membership may be terminated. This will be documented on the swimmer's Life Time account.



**INDIVIDUAL TRAVEL PERMISSION & TRAVEL DETAILS
LIFE TIME SWIM TEAM**

LIFE TIME SWIM TEAM TRAVEL DETAILS:

Name of Participant: _____

To: _____
(Name of Event or Competition)

Address: _____
(Street, City, State & Zip Code)

Dates from: _____, 20____ through _____, 20____

Times: Departing _____ a.m. _____ p.m. **Returning** _____ a.m. _____ p.m.

Transportation: _____ Leased Bus _____ Plane _____ Other
• Describe "Other" means of transportation: _____

Driver(s): _____ Bus Company Staff _____ Other
• Describe "Other" Driver Information: _____

EMERGENCY INFORMATION

- I agree that there has NOT been any changes to my Participant's emergency contact information.
- I agree that there has been changes to my Participant's emergency contact information.
 - If so, explain: _____

(Emergency Contact Name) (Telephone Number)

(Emergency Contact Name) (Telephone Number)

By signing below, I, the undersigned parent, legal guardian or authorized adult, consistent with the agreements referenced below, hereby give my permission for my Participant to be transported, and/or attend and/or receive emergency care, if necessary, in regards to the event or competition described above. Furthermore, I agree that the emergency contact information provided above, if applicable, is the most current and replaces any prior Life Time Swim Team emergency contact information for my Participant listed above. I also agree that the terms of my General Terms Agreement, Member Usage Agreement and Digital Membership Terms, if applicable, continue to apply and that this agreement is expressly made subject to and is incorporated as part of all Life Time Swim Team Agreements (including, but not limited to, any Parental Consent for Travel, Chaperone Care & Participation in a Swim Team Event or Competition Agreement, Medical Consent & Release Form Agreement) continue to apply. I represent that I have full legal authority to act for and on behalf of the Participant, and I agree to release, absolve, indemnify and hold harmless LTF Club Operations Company, Inc. in the United States and its subsidiary LTF Club Operations Company Canada Inc. in Canada, these companies and Life Time, Inc., their direct and indirect subsidiaries and affiliates, and all of their employees, contractors, officers, directors, agents, representatives, sponsors, volunteers and any other entity or person acting for them, and all of their successors and assigns (Collectively, "Life Time") for any expenses, damages, claims or liabilities that may arise as a result of my Participants participation in, including but not limited to, any Life Time Swim Team practice, event or competition and any insufficiency of my full legal authority to execute the foregoing.

(Signature of Parent, Legal Guardian or Authorized Adult) (Date)



MEDICAL CONSENT & RELEASE FORM LIFE TIME SWIM TEAM

DATE:

PARTICIPANT INFORMATION (“Participant”)

This form must be completed by a parent, legal guardian or authorized adult of each swim team participant (individually and collectively, “Participant”) being enrolled in the Life Time Swim Team program (“Swim Team”).

Full name of **Participant** (First, M.I., Last)

Date of Birth

Address, City, State, Zip Code

Name of **Parent, Legal Guardian or Authorized Adult No. 1** (First, M.I., Last)

Telephone Number

Address, City, State, Zip Code (If different from Participant’s Address)

Email Address

Name of **Parent, Legal Guardian or Authorized Adult No. 2** (First, M.I., Last)

Telephone Number

Address, City, State, Zip Code (If different from Participant’s Address)

Email Address

Membership Number

Club Name

EMERGENCY CONTACT INFORMATION

In the event of an emergency, the parent(s), legal guardian(s) or authorized adult(s) listed above will be attempted to be notified first. Please list additional emergency contacts below in case the parent(s), legal guardian(s) or authorized adult(s) are unable to be notified. Emergency contacts must be 18 years of age or older.

Name of **Emergency Contact No. 1** (First, M.I., Last)

Telephone Number

Address, City, State, Zip Code

Email Address

Name of **Emergency Contact No. 2** (First, M.I., Last)

Telephone Number

Address, City, State, Zip Code

Email Address

MEDICAL RELEASE INFORMATION

I agree that in the event the Participant is involved in an accident or other incident that requires medical attention, I, the undersigned will be responsible for making all decisions related to all medical and survival procedures for the Participant, including but not limited to the decisions about medical care, the administration of drugs and the performance of any and all life sustaining procedures. I, the undersigned, further agree to make any and all arrangements for the Participant’s transportation and admittance to any hospital, health center or medical clinic in the event of any emergency situation involving the Participant. In the event that I or any other parent(s) or legal guardian(s) or authorized adult(s) are unavailable, and it should become necessary, I authorize Life Time and/or (if I have so designated as such in writing) a chaperone in attendance with the Participant at an event to make decisions regarding any and all medical and survival procedures for the Participant, including transportation for emergency care. In addition, I authorize, including but not limited to, physicians, nurses, dentists and staff to perform, including but not limited to, any diagnostic procedures, treatment procedures and operative procedures to the Participant. Furthermore, I agree that I have not been given any guarantee as to the results of any treatment and/or procedure performed on Participant. If Participant is at a USA Swimming® event or competition as



a member of a Life Time sponsored swim team, I agree that the agreement(s) I executed with USA Swimming®, including but not limited to, the medical care of the Participant, control but only in the event of any conflict with this Medical Consent and Release Form or any other agreement with Life Time. The undersigned further agrees they accept all financial responsibility for any and all medical procedures and/or treatments administered to the Participant and that Life Time, including but not limited to, its direct and indirect subsidiaries and affiliates, directors, officers, agents, coaches, officials, representatives, chaperones, staff, Team Members and volunteers (collectively, “Life Time”), will not be held liable for any accident or losses, however caused, as further detailed below in the waiver section.

 Name of **Primary Physician/Clinic** Telephone Number

 Address, City, State, Zip Code

Hospital Preference Telephone Number

 Address, City, State, Zip Code

 Name of **Dentist/Practice** Telephone Number

 Address, City, State, Zip Code

INSURANCE INFORMATION

 Insurance Company Policy Number Group Number

IMMUNIZATION INFORMATION

- I certify that the Participant has received all necessary immunizations from a medical professional and the immunizations are current.
- I certify that the Participant has NOT received all necessary immunizations due to the immunization being detrimental to the Participant’s health, or due to personal or religious beliefs.

Immunization Exclusion Notification

I understand that during an outbreak of a vaccine-preventable disease an individual may not be allowed to attend, including but not limited to, Swim Team practices, events, meets and competitions (“Events”) if he or she does not have documented vaccination or immunity to the relevant vaccine-preventable disease. In such an event, I agree that I will not allow my child to attend Events during such time. Life Time intends to follow the guidance of the applicable department of health or other governing regulatory body or agency.

I agree that Life Time, its staff members, volunteers and chaperones are not liable for the Participant contracting any type of infection, including but not limited to bacterial or viral, while participating in Events, as further detailed below in the Assumption of Risk, Waiver of Liability and Indemnification section.

ALLERGIES AND/OR MEDICAL CONDITIONS

ALLERGIES

- Participant does NOT have allergies.
- Participant does have allergies. Check all that apply, check level of severity and describe the type of allergy(s) and reaction. Please also complete the Administration of Medicine section below if any medicine is required in connection with an allergy (e.g., epipen).
- Insect Bite -- Severity: Mild Moderate Severe --- Describe Type of Allergy(s), Reaction: _____
- Bee Sting -- Severity: Mild Moderate Severe --- Describe Type of Allergy(s), Reaction: _____



Seasonal -- Severity: Mild Moderate Severe --- Describe Type of Allergy(s), Reaction: _____

Medications -- Severity: Mild Moderate Severe --- Describe Type of Allergy(s), Reaction: _____

Food -- Severity: Mild Moderate Severe --- Describe Type of Allergy(s), Reaction: _____

Sunscreen -- Severity: Mild Moderate Severe --- Describe Type of Allergy(s), Reaction: _____

Insect Repellant -- Severity: Mild Moderate Severe --- Describe Type of Allergy(s), Reaction: _____

Other -- Severity: Mild Moderate Severe --- Describe Type of Allergy(s), Reaction: _____

MEDICAL CONDITIONS AND MEDICINE

Participant does NOT have any recent or past illnesses, injuries or medical treatments of which staff should be aware.

Participant has had a recent or past illness, injury or medical treatment of which staff should be aware.

Describe illness(es), injury(s) or past medical treatment(s) and limitations: _____

Participant does NOT have asthma

Participant does have asthma, and:

Participant will NOT bring an inhaler.

Participant will bring an inhaler, and:

I give permission for Participant to carry an inhaler on his or her person and self-administer the inhaler as needed to the extent allowed by law. I represent to Life Time that Participant is trained, knowledgeable and responsible in the administration of the inhaler for themselves.

I do NOT give permission for Participant to carry an inhaler on their person. I will complete the requirements under Administration of Medicine below to instruct Life Time what to do with the inhaler.

Participant is NOT currently taking any prescription medications.

Participant is currently taking prescription medication(s), and:

Participant will NOT bring any prescription medication.

Participant will bring prescription medication and I will complete the requirements under Administration of Medicine below for Life Time to administer the prescription medication.

Prescription Medication – Name(s): _____

Describe reason Participant is taking prescription medication and any side effects: _____



- Participant is NOT currently taking any non-prescription (over-the-counter) medication.
- Participant is currently taking non-prescription (over-the-counter) medication(s), and:
 - Participant will NOT bring any non-prescription (over-the-counter) medication.
 - Participant will bring non-prescription (over-the-counter) medication and I will complete the requirements under Administration of Medicine below for Life Time to administer the non-prescription (over-the-counter) medication.

Non-Prescription Medication – Name(s): _____

Describe reason Participant is taking non-prescription medication and any side effects: _____

- Participant will have a personal care assistant with them while participating in Swim Team Events. I understand and agree such personal care assistant's participation in Swim Team Events may be subject to a Life Time background check and is conditioned on my entering into a Personal Care Assistant Agreement, as provided by Life Time.

Life Time will attempt in good faith to accommodate illnesses, injuries, medical treatments and limitations where possible and where such accommodation does not require 1:1 care or additional staffing, but Life Time cannot guarantee any such accommodations.

ADMINISTRATION OF MEDICINE

- I do NOT wish Life Time to administer any medication, either prescription or over-the-counter, to the Participant during the Swim Team Event. The Participant will not bring any medication to the Swim Team Event, other than an inhaler if so indicated above that Participant will administer themselves.
- I do wish a designated Life Time staff member to administer medication, either prescription or over-the-counter, to the Participant during a Swim Team Event.

I understand that Life Time requires the following prescription and over-the-counter medication information and **that no prescription or over-the-counter medication(s) will be administered by Life Time until the following have been properly provided:**

Medication Authorization Form / Physician's Letter. Written authorization may be required

Medication Container.

- Any prescription medication to be administered during the Swim Team Event must be provided in a container with a pharmacy label clearly stating the name of the medication, Participant's first and last name, medication dosage and frequency, the method of administration, the date and duration of the prescription and the recommending physician's name. I understand that any prescription medication will be administered according to the instructions on the container.
- Any over-the-counter medications to be administered during the Swim Team Event must be provided in its original container and have the Participant's full name, frequency and dosage clearly marked on the container. I understand that any over-the-counter medication will be administered according to the instructions on the container.
- Any expired prescription or over-the-counter medication will not be administered.
- Any medication must be delivered only to a Swim Team coach by a parent or legal guardian of the Participant. I understand that any changes in any medication require a new container that meets the requirements listed in this section.

GENERAL POLICIES

Club Policies: The Club Policies, including the Guest & Club Policies, the Terms of Use and the Privacy Policy, establish policies, procedures, rules, regulations and other terms applicable to Life Time members and guests. Life Time's Club Policies are located on or referenced within its corporate website, which is currently www.lifetime.life. I agree that it is the Participant's and my responsibility to know and follow the most current Club Policies. For California residents, please review <https://my.lifetime.life/policy/ca-privacy-policy.html> for information about our privacy practices, including the information we collect and your rights relating to your information.

Disciplinary Withdrawal of Participant: A Life Time Swim Team Coach, Department Manager or General Manager may withdraw a Participant from the Swim Team as a final disciplinary option for conduct that is deemed detrimental to the Participant, another Participant, Life Time or the Swim Team staff, including, but not limited to, showing disrespect for others, treating



equipment poorly, bullying, injurious behavior and/or disobeying Life Time staff members. A Participant withdrawn from the Swim Team may not be afforded the option to register in the future for the Swim Team and/or Swim Team Events and no refunds or other credits will be given. A Participant withdrawn from the Swim Team will be supervised until a Parent, Legal Guardian or Authorized Adult is able to take responsibility for the withdrawn Participant out of Life Time's care. Reference Life Time's Swim Team Handbook, Pool Rules and/or Life Time's Club Policies regarding proper behavior/conduct while at a Life Time Swim Team Event or while on a Life Time Swim Team travel Event.

Illness Non-Admittance or Withdrawal: A sick Participant will not be admitted into a Swim Team Event. The Parent, Legal Guardian or Authorized Adult of a Participant will be contacted to pick them up if they become ill during a Swim Team Event. A Participant withdrawn from a Swim Team Event will be supervised until a Parent, Legal Guardian, Authorized Adult or Authorized Pick-up is able to take responsibility for the withdrawn Participant out of Life Time's care. The Parent, Legal Guardian, Authorized Adult or Authorized Pick-up must pick up the sick Participant immediately.

Communicable Disease: Life Time must be informed within 24 hours if a Participant or any member of their immediate household shows signs, has symptoms or has tested positive for any reportable communicable disease, as defined by the State Board of Health. If the reportable communicable disease is life-threatening, Life Time must be notified immediately.

Injury Withdrawal: A Participant injured prior to or during the Swim Team Event may be withdrawn. A Participant withdrawn from the Swim Team Event will be supervised until a Parent, Legal Guardian or Authorized Adult is able to assume responsibility for the withdrawn Participant out of Life Time's care.

Suspected Child Abuse: If Life Time has reason to suspect that a child is abused or neglected, Life Time may be required to report the matter immediately to local child protective services, or law enforcement agencies.

Electronic Communications: I expressly consent to receive electronic messages from Life Time, including messages to advertise or promote products or services and messages related to the Swim Team and/or Swim Team Event, including but not limited to communications related to Life Time's fees.

Image and Likeness Release: I understand that Life Time, or a third party authorized by Life Time, may take photographs, audio or video recordings, or testimonial accounts that may contain the name, image, voice, likeness or account of me (collectively "Images") during the use of a Life Time facility for, including but not limited to, a Swim Team Event or for a competition or event outside of Life Time, but. I hereby irrevocably consent to and grant Life Time the exclusive, worldwide, perpetual, royalty-free and otherwise unlimited right to use, copy, modify, distribute, publicly display and perform, publish, transmit, remove, retain, repurpose, and commercialize any and all such Images (and the right to sublicense such images through unlimited levels of sublicensees) in any and all media or form of communication whether now existing or hereafter developed, without obtaining additional consent, without restriction or notification, and without compensating me in any way, and to authorize others to do the same. Without limiting the foregoing, I hereby consent to Life Time's use of the Images for commercial and promotional use, including on corporate or employee social media. Life Time may change, modify, rearrange, add, delete or otherwise alter such Images. I waive any right to inspect, approve, or edit such Images as used by Life Time.

Severability: I agree that this Agreement, is intended to be as broad and inclusive as permitted under applicable law. If a court declares any part of this Agreement unenforceable, invalid or void, that part alone shall be severed from this Agreement, and the entire remainder of the Agreement, including any partially enforceable provision, shall be fully binding and enforceable to the maximum extent permitted by applicable law.

Assumption of Risk, Waiver of Liability and Indemnification: I understand and agree that the Swim Team involves risks of injury or damage. I elect for the Participant(s) listed above to participate in Swim Team Event, which includes the use of Life Time premises, facilities, services, equipment, products and activities and may include participation in off-premises Events, voluntarily in spite of the risk. I further understand and agree to all of the terms and conditions of any and all Swim Team agreement(s) and that the terms of my General Terms Agreement, Member Usage Agreement and the Digital Membership Terms apply to the Swim Team and the Participant(s), including the assumption of risk, waiver of liability and indemnification provisions contained therein. Furthermore, I hereby release, absolve, indemnify and hold harmless LTF Club Operations Company, Inc. in the United States and its subsidiary LTF Club Operations Company Canada Inc. in Canada, these companies and Life Time, Inc., their direct and indirect subsidiaries and affiliates, and all of their employees, contractors, officers, directors, agents, representatives, sponsors, volunteers and any other entity or person acting for them, and all of their successors and assigns (Collectively, "Life Time")

ARBITRATION AGREEMENT WITH CLASS ACTION WAIVER

a. **Mandatory Binding Individual Arbitration.** Except as expressly provided below, Life Time and I (each a "party" or, together, "us," "we" or "parties") agree that any dispute, claim, case, or controversy (whether based in tort, contract, statute, regulation, ordinance, equity or any other legal theory) between us (whether arising out



of or relating to past, present or future acts or omissions) ("**Claims**") shall be exclusively resolved by binding arbitration on an individual basis, rather than in court ("**Arbitration Agreement**").

- b. **Waiver of Class Actions.** We each agree that we will assert Claims in arbitration only in our individual capacity, and not as a representative or member of any purported class. We each agree that we will not participate in any class, mass, collective, consolidated, private attorney general or other representative arbitration proceeding. Each party agrees that the arbitrator has no authority to arbitrate Claims on a class-wide basis and shall not consolidate, combine, or jointly arbitrate Claims of more than one person in a single arbitration.
- c. **Waiver of Jury Trial.** We waive our constitutional and statutory rights to go to court and have a trial in front of a judge or a jury, electing instead to resolve by binding arbitration all Claims.
- d. **Claims Not Subject to Arbitration.** There are only three exceptions (i, ii & iii) to this Arbitration Agreement except for in Claims brought forth in Texas there are four exceptions (i, ii, iii & iv):
 - i. **Small Claims.** Either party may bring individual Claims in small claims court.
 - ii. **Personal Injury Claims.** Both parties must litigate personal injury Claims in court. For purposes of this exception, personal injury Claims are Claims arising from injury to the physical structure of the human body.
 - iii. **Emergency Equitable Relief.** Either party may seek temporary injunctive relief or other equitable relief in court pending arbitration. A request for interim measures will not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.
 - iv. **Filing of Claim Against Security with Texas Secretary of State.** To the extent applicable, you may file a claim directly with the Texas secretary of state against the security we have filed or posted, if any, pursuant to the Health Spa Act, Tex. Occupations Code Ann. § 702.251.
- e. **Arbitration Procedures.** Either party may initiate an arbitration proceeding, which will be conducted by a single neutral arbitrator.
 - i. **Arbitration Providers.** Each party has a choice of initiating arbitration before either the American Arbitration Association ("**AAA**") or JAMS, which are both established alternative dispute resolution providers ("**ADR Providers**"). If neither AAA nor JAMS is available to arbitrate, we will agree to select an alternative ADR Provider to administer the arbitration in this Arbitration Agreement.
 - ii. **Arbitration Rules.** The arbitration will be conducted under the AAA Consumer Arbitration Rules (available at www.adr.org) or JAMS Streamlined Arbitration Rules and Procedures (available at www.jamsadr.com) ("**Arbitration Rules**"). The rules of the ADR Provider will govern all aspects of the arbitration, except to the extent such rules are in conflict with this Arbitration Agreement.
 - iii. **Arbitration Location.** The arbitration hearing will be held at the ADR Provider's location that is closest to the claimant's primary residence, unless the claimant primarily resides outside the United States (in which case the arbitrator will give the parties reasonable notice of the date, time and place of any oral hearings.)
 - iv. **Fees.** Payment of all filing, administrative, and arbitrator fees will be governed by the Arbitration Rules.
 - v. **Arbitrator's Authority and Award.** The arbitrator will decide the rights and liabilities, if any, of the parties, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator will have the authority to grant motions dispositive of all or part of any Claim. The arbitrator will have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under applicable law, the ADR Provider's Rules, and this Arbitration Agreement. The arbitrator will issue a written award and reasoned statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. Any award will be subject to judicial confirmation or entry in any court having jurisdiction.
 - vi. **Governing Law.** This Arbitration Agreement is governed by the Federal Arbitration Act and federal arbitration law.
 - vii. **Confidentiality.** All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, will be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph will not prevent a party from submitting to



a court of law any information necessary to enforce this Arbitration Agreement or to enforce an arbitration award.

viii. **Survivability.** Life Time and I agree that this Arbitration Agreement with Class Waiver shall apply to all Claims regardless of whether such Claim arises out of acts or omissions that occur before or after the termination of any membership or service or that occur before or after the termination of this Agreement.

BY ACCEPTING THIS AGREEMENT (WHETHER BY CLICKING TO ACCEPT ONLINE, BY SIGNING A SIGNATURE PAD IN CLUB OR OTHERWISE), I, the undersigned Parent, Legal Guardian, or Authorized Adult, have read, understood this Medical Consent & Release Form, including specifically the binding arbitration agreement with class action waiver, and hereby knowingly and voluntarily execute the foregoing for and on behalf of myself and the Participant and agree to bind myself, the Participant and any heirs, next of kin, assigns or personal representatives to such terms. Participant will receive the privilege of participating in the Swim Team, and I agree that he or she will abide by all rules, regulations and policies of Life Time, which are subject to change without notice. I represent that I have full legal authority to act for and on behalf of the Participant, and I agree to indemnify and hold harmless Life Time, Inc. and its subsidiaries for any expenses, claims or liabilities that may arise as a result of any insufficiency of my full legal authority to execute the foregoing.

Signature: _____ Date _____



PARENTAL CONSENT FOR TRAVEL, CHAPERONE CARE & PARTICIPATION IN A SWIM TEAM EVENT OR COMPETITION ("AGREEMENT")

PARTICIPANT INFORMATION ("Participant")

This form must be completed by a parent, legal guardian or authorized adult of each swim team participant (individually and collectively, "Participant") traveling and/or participating in a swim team event or competition.

Full name of **Participant** (First, M.I., Last)

Date of Birth

Address, City, State, Zip Code

PARENT, LEGAL GUARDIAN OR AUTHORIZED ADULT INFORMATION

Name of **Parent, Legal Guardian or Authorized Adult No. 1** (First, M.I., Last)

Telephone Number

Address, City, State, Zip Code

Email Address

Name of **Parent, Legal Guardian or Authorized Adult No. 2** (First, M.I., Last)

Telephone Number

Address, City, State, Zip Code

Email Address

Membership Number

Club Name

I, the parent, legal guardian or authorized adult of the participant listed above, do hereby give my consent for their participation in the following off-site event or competition: _____ to be held at _____ (Address) for the date(s) from _____, 20__ through _____, 20__ ("Event").

If I am not attending the Event myself, I hereby give my consent for the following chaperone, _____ ("Chaperone"), to act as my Participant's guardian in conjunction with my Participant's participation in this off-site Event. I understand that the above-named Chaperone will be traveling with my Participant to this off-site Event and will be acting as my Participant's guardian; and as such will be acting with my full consent in supervising my Participant not only at the off-site Event, but, also, in transit to and from the Event and all activities undertaken in conjunction with the Event, any other activities outside of the Event and, if applicable, during any overnight stay in a hotel.

I hereby give my consent for my Participant's participation in and traveling to and from the Event, including, but not limited to travel by car, van, bus, train and plane, all activities undertaken in conjunction with the Event, any other activities outside of the Event and, if applicable, any overnight stay in a hotel (collectively, "Event Activities") and that I am responsible for securing for my Participant, including, but not limited to, any required identification form(s), travel consent form(s) or any other form or documentation required for my Participant to travel or participate in the Event. I acknowledge and fully understand that there are dangers, hazards and risks of injury or damage, some of which are inherent in my Participant's participation in the Event Activities, including, but not limited to the risk of serious illness, injury, damage or death, including losses which may be the result not only from my Participant's own actions, inactions or negligence, but also from the actions, inactions or negligence of others; and, I elect for my Participant to participate in Event Activities in spite of the risk. I further acknowledge and fully understand that I assume all dangers, risks and hazards of injury or damage incidental to the Event Activities including, but not limited



PARENTAL CONSENT FOR TRAVEL, CHAPERONE CARE & PARTICIPATION IN A SWIM TEAM EVENT OR COMPETITION (“AGREEMENT”)

to, my Participant’s exposure to communicable diseases, including but not limited to, COVID-19, influenza, colds and norovirus, slips, trips and falls, broken bones, damaged muscles or ligaments, paralysis, drowning, property theft or pain and suffering . I further understand and accept that due to the nature of spread of COVID-19 (and any other communicable disease or illness), the risk of exposures to these communicable illnesses and others is inherent in most activities where people interact or share common facilities, are beyond Life Time’s control and cannot be eliminated under any circumstances. Furthermore, I hereby release, absolve, indemnify and hold harmless LTF Club Operations Company, Inc. in the United States and its subsidiary LTF Club Operations Company Canada Inc. in Canada, these companies and Life Time, Inc., their direct and indirect subsidiaries and affiliates, and all of their employees, contractors, officers, directors, agents, representatives, sponsors, volunteers and any other entity or person acting for them, and all of their successors and assigns (Collectively, “Life Time”), the organizers, sponsors, supervisors, staff, coaches, volunteers, chaperones, their agents, representatives or assigns. I hereby waive all claims against Life Time, the organizers, sponsors, supervisors, staff, coaches, volunteers, chaperones their agents, representatives or assigns, for any injury to my Participant, any loss due to theft of or damage to my or my Participant’s personal property or for any other consequential or incidental damages caused in any manner whatsoever, including any instance where any liability is attributable to the absence of ordinary, or even slight, care by the Event organizers and the conduct of this Event. 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 and that my General Terms Agreement, Member Usage Agreement and Digital Membership Terms continue to apply.

In addition, I agree that my Participant must conduct themselves at all times in a socially responsible, respectful and appropriate manner including following all Life Time Swim Team and USA Swimming rules/guidelines as well as when traveling, following, including, but not limited to, all airline, bus and van, travel requirements and governmental mandates which may include but are not limited to maintaining social distancing, mask-wearing, testing and may also include quarantine (if mandated). Furthermore, I understand and agree that my Participant may be removed from Life Time’s Swim Team for violating Life Time Swim Team’s rules and policies, USA Swimming rules and policies and Life Time Club Policies whether at practice or at an Event whether at a Life Time Center or at an event or competition off-site. I agree that I am responsible for making arrangements to pick up my Participant if they are removed from the Life Time Swim Team whether at a Life Time Center or at a travel event or competition. Life Time will supervise Participant until which time the parent, legal guardian or authorized adult picks them up.

I further state there is no medical condition which my Participant has that would prevent them from participating in Event Activities and that all the information I provided on the Medical Consent & Release Form is current and accurate, including, but not limited to, my authorization for Life Time or USA Swimming, if applicable, to make decisions regarding any and all medical and survival procedures for the Participant, including transportation for emergency care if I, or another parent, legal guardian or authorized adult are unavailable.

BY ACCEPTING THIS AGREEMENT (WHETHER BY CLICKING TO ACCEPT ONLINE, BY SIGNING A SIGNATURE PAD IN CLUB OR OTHERWISE), I, the undersigned Parent, Legal Guardian, or Authorized Adult, have read and understood this Agreement and hereby knowingly and voluntarily execute the foregoing for and on behalf of myself and the Participant and agree to bind myself, the Participant and any heirs, next of kin, assigns or personal representatives to such terms. Participant will receive the privilege of participating in the swim team Event or Competition, and I agree that they will abide by all rules, regulations and policies of Life Time, USA Swimming and the Life Time Swim Team which are subject to change without notice. I represent that I have full legal authority to act for and on behalf of the Participant, and I agree to indemnify and hold harmless Life Time. and its subsidiaries for any expenses, claims or liabilities that may arise as a result of any insufficiency of my full legal authority to execute the foregoing.

Signature of Parent, Legal Guardian or Authorized Adult

Date