

Welcome to Lakeside Aquatic Club “LAC”.

Upon receipt of a signed digital copy of this agreement and the required payment due upon registration, LAC administrators will create a Lakeside Aquatic Club “LAC” User Account for your family. This account provides you with access to club information as well as account billing, contact and member information. If your swimmer is part of the competitive team, you will be able to commit to events at swim meets, sign up for volunteer jobs, see your children's swim time histories and more. Please read all the pages in this agreement carefully. Acceptance is completed online during the registration process.

The onboarding process will register your family and your child(ren) with LAC. If your swimmer is going to be on the competitive team, swimmer(s) must also be registered with USA Swimming. Your child will NOT be allowed in the water until he/she is confirmed by USA Swimming. If your child is on the competitive team, you have been provided the appropriate USA Swimming application or transfer form to complete and submit to LAC. We will submit this application on your behalf. Until you have been notified by LAC that your application/transfer has been completed by USA Swimming, you will not be permitted to practice with LAC.

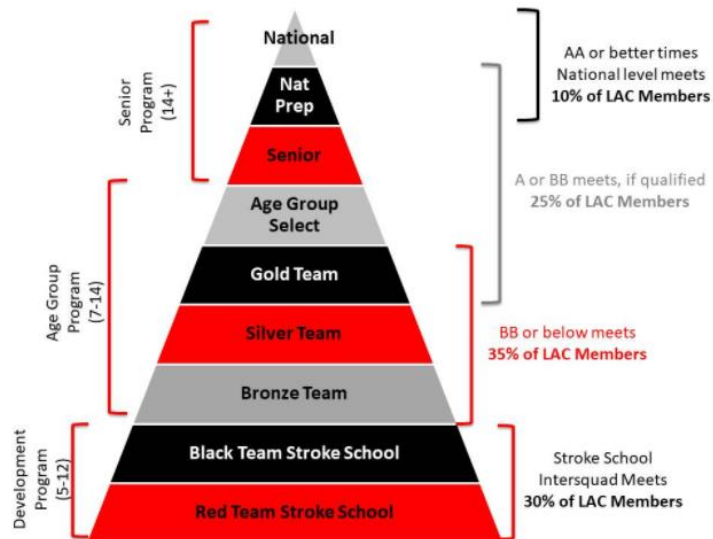
If you have more than one child, each child must be registered with LAC. Only swimmers that are on the competitive team will be registered with USA Swimming. *Due to insurance regulations imposed by USA Swimming, we must require that if your child is not in the competitive team, please do NOT register that child with USA Swimming.*

### Competitive Groups

- National
- National Prep
- Senior
- H.S. Prep
- Age Group Select
- Gold Team
- Silver Team
- Bronze Team

### Non-Competitive Groups

- Black Stroke School
- Red Stroke School
- Swim Lessons



You will be provided process instructions for USA Swimming registration. Please respond with the appropriate information promptly. LAC maintains a waitlist when maximum capacity is reached. Applications are processed in the order they are received.

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 **Lakeside Aquatic Club** to seek and give appropriate medical attention for our child(ren) in the event of accident, injury, illness. I will be responsible for all costs associated with any necessary medical attention and/or treatment.

- I hereby waive, release, and forever discharge **Lakeside Aquatic Club** 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 **Lakeside Aquatic Club** activities, whether damages or loss is due to negligence. I hereby acknowledge that my child(ren) is (are) physically fit and capable of participation in all Swim Team activities.
- By registering my child(ren) with the **Lakeside Aquatic Club**, I agree to participate (or allow my child(ren) and family members to participate) in the **Lakeside Aquatic Club**, and hereby release **Lakeside Aquatic Club**, its directors, officers, agents, coaches, and employees from liability for any injury that might occur to myself (or to my child(ren) and family members) while participating in the **Lakeside Aquatic Club** program, including travel to and from training sessions, swim meets or other scheduled team activities.
- I agree to indemnify and hold harmless the above-mentioned organizations and/or individuals, their agents and/or employees, against all liability for personal injury, including injuries resulting in death to me, my child(ren) and/or other family members, or damage to my property, the property to my child(ren) and/or other family members, or both, while I (or my child(ren) or family members) am participating in the **Lakeside Aquatic Club** program.
- LAC believes our swimmers are our best Ambassadors. We often update our website and social media with photos and/or videos of swimmers at events. Photos/videos are used for LAC business only and only for publicity, training, or other business purposes. I hereby grant permission for use of mine or my family member's likeness.
- Proxy Voting Affidavit This proxy is hereby granted to the LAC Board of Directors for use as presence at the Annual Meeting and all other meetings requiring such be established. For purposes of establishing quorum, or other purposes as appropriate, this proxy vote will be considered as membership presence at the Annual Meeting and all other meetings requiring such be established. The proxies will vote as the Board of Directors recommends where a choice is not specified.
- As a member of Lakeside Aquatic Club, I understand that I retain the right to appear in person and vote on any matter brought before the membership that requires a vote of the general membership. If I do not appear and/or choose not to vote on such matters, the Board of Directors are hereby authorized to act on my behalf and cast my member vote in accordance with the recommendation made by the Board of Directors.

***Online registration and digital acceptance are considered your agreement to these terms and conditions.***

### Volunteer Obligation Agreement

LAC is a non-profit, volunteer-driven swim club which requires the assistance of our members to assist in running the club and team operations through volunteer obligations. This obligation is per FAMILY (not swimmer) and applies only to members with child(ren) on the competitive team.

If your family **only has** children in the Development Program (swim lessons, Red or Black training groups), no volunteer obligation applies. Volunteer obligation will be added to your account if your swimmer promotes into the competitive team during the fiscal year.

### **Volunteer points are tracked and totaled in LAC's fiscal year, September 1<sup>st</sup> – August 31<sup>st</sup>.**

- Volunteer obligations can be met by completing various tasks or jobs throughout the year. LAC hosts meets, events and group activities. However, most of LAC's volunteer obligations are during our hosted swim meets in which volunteers perform nearly all required job duties.
- Each LAC family is required to earn a pre-determined number of "points" per fiscal year, not to exceed 6 required points. The number of points required will be communicated to Members no later than December 1<sup>st</sup> of each year.
- Points are not earned at away meets or any events not hosted by LAC. LAC provides every family an opportunity to volunteer and earn required points throughout the year. Job Signups are listed under the corresponding event on our website 1-2 weeks prior to the meet or event.
- "No-shows" are considered shifts in which a family has signed up and then does not show up to work at the scheduled time. This may result in a penalty at LAC discretion, which includes added volunteer obligations.
- Earned Points do not carry over and owed Points will be converted into a buy-out at the end of the fiscal year. Families that have not met the volunteer obligation by August 31<sup>st</sup> will have a fee of \$250 per hour assessed on their account. (1 = \$250, 2 = \$500, 3 = \$750, etc.)
- Members joining the team after January 15th will be required to earn 50% of the yearly requirement. LAC may waive the volunteer obligation for a family joining after June 1<sup>st</sup> at club discretion. If there are any questions regarding the Volunteer Obligation requirements, it is the member's responsibility to contact LAC for clarification.

### Volunteer Buy-Out Option:

LAC's hope is that you will view your volunteer obligation as an opportunity to serve and support your children, their friends, and teammates. However, if you choose not to participate in volunteer opportunities, the "Buy-Out" option is available. Each session of required service may be 'bought' out for a charge of \$250.00 each. Families that leave the club prior to meeting their volunteer obligation for that year shall be assessed an appropriate buy-out fee. Payment must be made prior to account deactivation.

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**Parent Code of Conduct**

The purpose of this code of conduct is to be consistent with the Lakeside Aquatic Club and USA Swimming mission and will act to promote the pursuit of excellence in all aspects of the sport of swimming.

**Parent Promise**

As a parent member of LAC, I understand that I am a part of an organization that believes in teamwork, integrity, respect, and good sportsmanship. I promise to demonstrate common courtesies and exemplify good sportsmanship to swimmers, coaches, parent members, and officials while I am at practices, meets, or other team activities. I support the values of honesty, discipline, commitment, and hard work. I agree to follow expectations set forth while my child(ren) is an active member of LAC. In addition, I understand that any standards set forth by USA Swimming take precedence and must be followed.

**Parent Responsibility Pledge**

- I/We will demonstrate good sportsmanship by conducting myself in a manner that earns the respect of my child, other swimmers, parents, officials, and coaches.
- I/We will not coach or instruct the team or any swimmer at a practice or meets (from the stands or any other area) or interfere with coaches on the pool deck.
- I/We will abide by facility rules when at practices and meets.
- I/We understand that I am not to step onto the pool deck unless I am registered with USA Swimming per USA Swimming guidelines.
- I/We will permit my child to be an active participant in team practices, competitions, fundraising events, and other team activities, doing my best to assure that they arrive on time to practices and meets.
- I/We will send my child to all team sponsored events in appropriate attire.
- I/We understand that disrespectful, vulgar, or abusive spoken language, and/or written language (text, email, social media), or inappropriate gestures directed toward swimmers, coaches, officials, or parent members will not be tolerated.
- I/We understand that during competitions, questions or concerns regarding decisions made by meet officials shall be directed to LAC coaching staff personnel, not to the meet officials.
- I/we will always insist that my child abstain from alcohol, tobacco, drugs, or other prohibited substances.
- I/we expect our child to treat fellow swimmers, coaches, officials, parents, and spectators with respect regardless of race, age, sex, religion, or ability.
- I/we will not make inappropriate physical contact with any swimmer.
- I/We have read the Swimmer Code of Conduct and understand that if our child should violate any code of conduct rules, he/she risks disciplinary action, including but not limited to team expulsion.
- I/We will report concerns to appropriate staff.

Should any member conduct themselves in such a way that brings discredit or discord to LAC, or USA Swimming, they voluntarily subject themselves to disciplinary action as seen fit by the LAC Board of Directors and/or Coaching Staff. Upon notification of any violation of the Code of Conduct, a review committee comprised of the Head Coach, Swimmer's Coach, Board President, and two other members of the Board, shall promptly investigate the circumstance of the violation and request an informal hearing. The review committee will determine what disciplinary action, if any, shall be taken. The Head Coach and Board of Directors maintain the right to terminate any LAC member in the interest of LAC's mission and objectives.

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### **Swimmer Code of Conduct**

This code of conduct is consistent with the LAC and USA Swimming mission and will act to promote the pursuit of excellence in all aspects of the sport of swimming. An athlete of LAC agrees to abide by the standards outlined below, in addition to those established at any team function or competition. In addition, any standards set forth by USA Swimming, will take precedence, and must be followed.

#### ***Swimmer Promise***

As a member of LAC, I understand that I am a part of an organization that believes in teamwork, integrity, respect, and good sportsmanship. I promise to show respect, demonstrate common courtesies, and exemplify good sportsmanship to team members, coaches, fellow competitors, officials, and parents while I am at practices, meets, or other team activities. I promise to follow the direction of the coaching staff. I agree to follow expectations set forth while my child(ren) is an active member of LAC. In addition, I understand that any standards set forth by USA Swimming take precedence and must be followed.

#### ***Swimmer Responsibility Pledge***

- I will strive to be an active participant in team practices, competitions, fundraising events, and other team activities.
- I will attend all team sponsored events in appropriate attire.
- I will strive to arrive on time to practices, meets, and other team events.
- I will make every effort to avoid guilt by association with swimmers who violate the code of conduct rules.
- I will report concerns to my parent and/or coach.

#### ***Part I: General Code of Conduct Rules***

1. All swimmers must abide by the code of conduct set forth. Unacceptable behavior will not be tolerated, including but not limited to the following:
2. Any act considered to be an offense under federal, state, or local laws.
3. Possession or use of firearms, weapons, alcohol, tobacco, or non-prescribed medications including performance enhancing substances.
4. Vandalism, theft, or destruction of facilities, properties, or the possessions of others. Further, swimmer and family and will be responsible for any damage expenses incurred.
5. Sexual misconduct, inappropriate physical contact, and/or possession of pornography.
6. "Deck changes." All athletes are expected to use facility dressing areas or locker rooms to change.
7. Disrespectful, vulgar, or abusive spoken language, and/or written language (text, email, social media), directed toward fellow athletes, coaches, officials, or parent members.
8. Gross misconduct including but not limited to bullying, fighting, inappropriate horseplay, etc.

***Part II: Violation of the Code of Conduct Rules***

Failure to comply with the Code of Conduct set forth in this document may result in disciplinary action. Such actions may include but are not limited to the following:

- Swimmer may be expelled and scratched from the meet or team function.
- Swimmer may be sent home immediately from meet, practice, or team function at the expense of his/her family.
- Swimmer may be suspended from the team until the swimmer and his/her parents have had a conference with the Head Coach and disciplinary actions have been implemented.
- Swimmer may be suspended from future team travel trips.

Upon notification of any violation of the Code of Conduct, a review committee comprised of the Head Coach, Swimmer's Coach, Board President, and two other members of the Board, shall promptly investigate the circumstance of the violation and request a conduct review conference with the swimmer and his/her parents. The review committee will determine what disciplinary action, if any, shall be taken. The Head Coach and Board of Directors may terminate any LAC member in the interest of LAC's mission and objectives.

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## USA Swimming Minor Athlete Abuse Prevention Policies

### THIS POLICY APPLIES TO:

- All USA Swimming non-athlete members and adult athlete members,
- Participating non-members (e.g., meet marshals, meet computer operators, timers, etc.),
- LSC and club adult staff and board members, and
- Any other adult authorized to have regular contact with or authority over minor athletes.

### **General Requirement**

USA Swimming member clubs and LSCs are required to implement this Minor Athlete Abuse Prevention Policy in full. The Minor Athlete Abuse Prevention Policy must be reviewed and agreed to in writing by all athletes, parents, coaches, and other non-athlete members of member clubs on an annual basis with such written agreement to be retained by the club.

### **One on One Interactions**

1. Observable and Interruptible
  - a. One-on-one interactions between a minor athlete and an Applicable Adult (who is not the minor's legal guardian) must occur at an observable and interruptible distance from another adult unless meeting with a Mental Health Care Professional and/or Health Care Provider (see below) or under emergency circumstances.

### **Meetings**

1. Meetings between a minor athlete and an Applicable Adult may only occur if another adult is present and where interactions can be easily observed and at an interruptible distance from another adult, except under emergency circumstances.
  - a. If a one-on-one meeting takes place, the door to the room must remain unlocked and open. If available, it must occur in a room that has windows, with the windows, blinds, and/or curtains remaining open during the meeting.
  - b. Meetings must not be conducted in an Applicable Adult or athlete's hotel room or other overnight lodging location during team travel.
2. Meetings with Mental Health Care Professionals and/or Health Care Providers
  - a. If a Mental Health Care Professional and/or Health Care Provider meets with a minor athlete in conjunction with participation, including at practice or competition sites, a closed-door meeting may be permitted to protect patient privacy provided that:
    - i. The door remains unlocked,
    - ii. Another adult is present at the facility,
    - iii. The other adult is advised that a closed-door meeting is occurring, and
    - iv. Written legal guardian consent is obtained in advance by the Mental Health Care Professional and/or Health Care Provider, with a copy provided to the Lakeside Aquatic Club.
3. Individual Training Sessions
  - a. Individual training sessions outside of the regular course of training and practice between Applicable Adults and minor athletes are permitted if the training session is observable and interruptible by another adult. Legal guardians must be allowed to observe the training session.

***Social Media and Electronic Communications***

1. Content - All electronic communication from Applicable Adults to minor athletes must be professional in nature.
2. Open and Transparent - Absent emergency circumstances, if an Applicable Adult with authority over minor athletes needs to communicate directly with a minor athlete via electronic communications (including social media), the minor athlete's legal guardian must be copied.
  - a. If a minor athlete communicates to the Applicable Adult (with authority over the minor athlete) privately first, said Applicable Adult must copy the minor athlete's legal guardian on any electronic communication response to the minor athlete.
  - b. When an Applicable Adult with authority over minor athletes communicates electronically to the entire team, said Applicable Adult must copy another adult.
3. Requests to Discontinue - Legal guardians may request in writing that their minor athlete not be contacted through any form of electronic communication by Lakeside Aquatic Club, LSC or by an Applicable Adult subject to this Policy. The organization must abide by any such request that the minor athlete not be contacted via electronic communication, or included in any social media post, absent emergency circumstances.
4. Hours - Electronic communications must only be sent between the hours of 8:00 a.m. and 8:00 p.m., unless emergency circumstances exist, or during competition travel.
5. Prohibited Electronic Communication - Applicable Adults with authority over minor athletes are not permitted to maintain private social media connections with unrelated minor athletes and such Applicable Adults are not permitted to accept new personal page requests on social media platforms from minor athletes, unless the Applicable Adult has a fan page, or the contact is deemed as celebrity contact as opposed to regular contact.
  - a. Existing social media connections with minor athletes must be discontinued. Minor athletes may "friend" Lakeside Aquatic Club and/or LSC's official page.
  - b. Applicable Adults with authority over minor athletes must not send private, instant, or direct messages to a minor athlete through social media platforms.

***Travel***

1. Local Travel - Local travel consists of travel to training, practice and competition that occurs locally and does not include coordinated overnight stay(s).
  - a. Applicable Adults must not ride in a vehicle alone with an unrelated minor athlete, absent emergency circumstances, and must always have at least two minor athletes or another adult in the vehicle, unless otherwise agreed to in writing by the minor athlete's legal guardian.
  - b. Legal guardians must pick up their minor athlete first and drop off their minor athlete last in any shared or carpool travel arrangement.
2. Team Travel - Team travel is travel to a competition or other team activity that the organization plans and supervises.
  - a. During team travel, when doing room checks two-deep leadership (two Applicable Adults should be present) and observable and interruptible environments must be maintained.
  - b. When only one Applicable Adult and one minor athlete travel to a competition, the minor athlete's legal guardian must provide written permission in advance and for each competition for the minor athlete to travel alone with said Applicable Adult.
  - c. Team Managers and Chaperones who travel with Lakeside Aquatic Club or LSC must be USA Swimming members in good standing.
  - d. Unrelated Applicable Adults must not share a hotel room, other sleeping arrangement or



- overnight lodging location with a minor athlete.
- e. Minor athletes should be paired to share hotel rooms or other sleeping arrangements with other minor athletes of the same gender and of similar age.
  - f. Meetings during team travel must be conducted consistent with the One-on-One Interactions section of this Policy (i.e., any such meeting must be observable and interruptible). Meetings must not be conducted in an individual's hotel room or other overnight sleeping location.

### ***Locker Room & Changing Areas***

1. Requirement to Use Locker Room or Changing Area - The designated locker room or changing area must be used when an athlete or Applicable Adult changes, in whole or in part, into or out of a swimsuit when wearing just one suit (e.g., deck changing is prohibited).
  - a. Use of Recording Devices - use of any device's (including a cell phone's) recording capabilities, including voice recording, still cameras and video cameras in locker rooms, changing areas, or similar spaces by a minor athlete or an Applicable Adult is prohibited.
  - b. Undress - An unrelated Applicable Adult must not expose his or her breasts, buttocks, groin, or genitals to a minor athlete under any circumstance. An unrelated Applicable Adult must not request an unrelated minor athlete to expose the minor athlete's breasts, buttocks, groin, or genitals to the unrelated Applicable Adult under any circumstance.
  - c. One-on-One Interactions - Except for athletes on the same team or athletes attending the same competition, at no time are unrelated Applicable Adults permitted to be alone with a minor athlete in a locker room or changing area, except under emergency circumstances. If the organization is using a facility that only has a single locker room or changing area, separate times for use by Applicable Adults must be designated.
  - d. Monitoring - Lakeside Aquatic Club must regularly and randomly monitor the use of locker rooms and changing areas to ensure compliance with this Policy. Locker rooms and changing areas may be monitored by use of the following methods:
    - Conducting a sweep of the locker room or changing area before athletes arrive;
    - Posting staff directly outside the locker room or changing area during periods of use;
    - Leaving the doors open when adequate privacy is still possible; and/or
    - Making occasional sweeps of the locker rooms or changing areas with women checking on female locker rooms and men checking on male locker rooms.
  - e. Every effort must be made to recognize when a minor athlete goes to the locker room or changing area during practice and competition, and, if the minor athlete does not return in a timely fashion, to check on the minor athlete's whereabouts.
2. Legal Guardians in Locker Rooms or Changing Areas - Legal guardians are discouraged from entering locker rooms and changing areas. If a legal guardian does enter a locker room or changing area, it must only be a same-sex legal guardian and the legal guardian should notify a coach or administrator in advance.

***Massages / Rubdowns & Athlete Training Modalities***

The term "Massage" refers to any massage, rubdown, athletic training modality including physical modalities (e.g., stretching, physical manipulation, injury rehabilitation, etc.) and electronic or instrument assisted modalities (e.g., stim treatment, dry needling, cupping, etc.).

1. General Requirement - Any Massage performed on an athlete must be conducted in an open and interruptible location and must be performed by a licensed massage therapist or other certified professional. However, even if a coach is a licensed massage therapist, the coach must not perform a rubdown or massage of an athlete under any circumstance.
2. Additional Minor Athlete Requirements
  - a. Written consent by a legal guardian must be obtained in advance by the licensed massage therapist or other certified professional, with a copy provided to Lakeside Aquatic Club.
  - b. Legal guardians must be allowed to observe the Massage.
  - c. Any Massage of a minor athlete must be done with at least one other adult present and must never be done with only the minor athlete and the person performing the Massage in the room.
  - d. [Recommended] Any Massage of a minor athlete must only occur after a proper diagnosis from a treating physician and be done in the course of care according to the physician's treatment plan.

**LAC Terms and Conditions**

The Lakeside Aquatic Club is a non-profit organization. Our team's success in and out of the water is created by teamwork, open communication, and the commitment to excellence by our athletes, parents, and coaches. Below are the Terms and Conditions for participation with LAC:

1. Current Members must reconcile all outstanding balances with LAC before their registration will be accepted for the upcoming season.
2. Annual LAC Registration Fee is \$150 (per Family with a swimmer on the competitive team) or \$50 for families with swimmers only on the non-competitive team. All families will be charged a processing fee of \$5 per swimmer upon joining LAC.
3. All fees and dues are to be sent to the LAC directly via the payment methods provided. Coaches may not accept any form of payment for members' fees/dues, Spirit wear, Team-Building events, trips, etc.
4. Meet fees are non-refundable. Upon deactivation or graduation from the club, remaining meet deposit will be returned after all outstanding meet fees are paid.
5. Monthly dues are paid on the 1st of each month and no later than the 15th of each month. A late fee of \$10 will be assessed if payments are received after the 15th of each month. Please contact the Team Manager if special circumstances exist.
6. LAC is a year-round swim program that collects payments over a 12-month dues period.
7. If an account is more than 60 days past-due, meet entry privileges will be suspended.
8. If an account is more than 90 days past-due, Membership will be terminated.
9. No cash payments are accepted.
10. There is a \$25 returned check fee.
11. Member families must meet all requirements specified in the Volunteer Obligation agreement, or pay the assessment as described therein. Any family that leaves the club is required to pay any outstanding balance within 15 days.
12. Parents must notify the Team Manager in writing when withdrawing from the team. A 30-day written notice is required and must be provided to avoid any charges. Notifying the coaching staff is not sufficient notice.

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