

OJAI HEAT WAVES SWIM TEAM



2020 Registration Form

Swimmer 1: _____ DOB _____ Start date _____

Swimmer 2 _____ DOB _____ Start date _____

Swimmer 3 _____ DOB _____ Start date _____

Parents Name/s: _____ / _____

Phone TEXT 1 : _____ Phone/TEXT 2: _____

EMAIL 1 _____

EMAIL 2: _____

(email-is required for communication)

Sibling Discount (circle) Y N

OVAC Member (circle) Y N

Charge Account Membership Number: _____

MONTHLY FEES:

MEMBERS					NON-MEMBERS
Novice I	Novice II	Junior	Junior Competition	Senior Competition	ADD \$20
\$75	\$85	\$95	\$125	\$165	

BILLING POLICY: *Please read carefully*

PRORATION: OVAC will prorate the start month only with commitment to the following month. This proration will only be allowed once per calendar year. There are no sibling discounts on prorated payments. Non-member fees will not be prorated.

QUITTING: **Quitting must be communicated by email prior to the 1st of the month** or your account will be charged regardless of attendance. A restart fee of \$25 will be charged if a swimmer chooses to re-register with-in 6 months of quitting.

MEMBERS: Recurring automatic payments will be charged to your OVAC account on the 1th of the month unless other payment arrangements have been made prior to the 1st. Members with a closed charge account must have a credit card on file or pay in advance three months. Cancellations and refunds may not be made for vacations, scheduled team breaks, holidays, or necessary practice cancellations. Only medical excuses from a doctor will relieve you from payment obligation. We do not offer drop-in classes. Quitting must be communicated **by email before the 1st month or your account will be charged** regardless of attendance. Monthly payments are calculated by calendar months and there is no prorating, half months, refunds or sick make-ups.

NON-MEMBERS: Payments must be made prior to swimming. Non-Members must have a valid credit card on file for monthly payments. Recurring payments will be charged to your card on file by the 1th of the month unless other payment arrangements have been made prior to the 1th. An additional charge of \$20 per month will be charged separately for each non-member. Cancellations and refunds may not be made for vacations, scheduled team breaks, holidays, or necessary practice cancellations. Only medical excuses from a doctor will relieve you from payment obligation. Quitting must be communicated **by email before the 1st of the month** or your account will be charged regardless of attendance. Monthly payments are calculated by calendar months and there is no prorating, half months, refunds or sick make-ups. Illness with a doctor's note will be offered a makeup session. Non-members must adhere to and sign the non-member swim policy attached in this packet.

SIBLING DISCOUNT: All families that have a paying sibling on the team will receive a \$10 monthly discount per sibling. Siblings must be enrolled in the same month. Please note on the registration form above that the swimmer qualifies for the sibling discount.

EMPLOYEE DISCOUNT: All OVAC employees will receive a 20% employee discount. This discount will show on your OVAC statement total.

Additional Fees:

- **All Junior/Senior Competition swimmers must register with USA swimming annually \$68**
- **Swim meet fees vary \$10-\$50 depending on meet and # of events**
- **Team suit and cap are required for competition \$25-\$75**
- **Coaching fees for travel to away swim meets. TBD by distance and swimmer attendance**

Please charge my credit/debit card

Please charge my OVAC account

(circle) Visa MasterCard AMEX

Name on

Card _____

CVV code _____

Card

Number _____

Exp Date (mm/yy) _____

I give OVAC the permission to charge my card for the swim team monthly fee in the amount \$ _____

I have read and agree to the above billing policy.

Parent Signature _____ Date _____

Procedure for Disciplinary Action

We strive to create a positive environment for your swimmer and expect swimmers to come to practice ready to swim and participate in the planned activities. The Head Coach should always be notified about any problems or concerns with swimmers, coaches and/or parents. Below are the procedures for disciplinary action for swimmers.

1. The swimmer receives a verbal warning from the coach.
2. The swimmer will be asked to sit out of the pool on the deck.
3. The swimmer will be asked to sit out of the remainder of practice and the Head Coach will contact the parent. The swimmer will not be able to return to practice until the parents and swimmer have met with the Head Coach to discuss a resolution.

Parent Signature _____ Date _____

Non-Member Swim Policy

OVAC welcomes non-members to our Swim Program!

1. All non-members must **sign-in and out stating the time at the front desk** on the Non Member Sign-In Sheet.
2. All non-members must have a signed Swim Program registration form & liability waiver on file.
3. All non-members must also sign a liability waiver at the front desk annually.
4. Only non-members who are currently enrolled in swim lessons or swim team may enter the club. Parents who wish to watch **must sign/out at the front desk also.**
5. Non-members may only arrive **15 minutes** before the lesson/ class begins and **must leave 15 minutes** after lesson/class is over.
6. Only the child enrolled in the swim lesson/class may use the pool designated for the class. No other family members are allowed to use any OVAC pool unless they pay a guest fee.
7. Non-members are required to comply with all OVAC pool rules and regulations.
8. Non-member must pay class fees **PRIOR** to attendance.
9. If non-members wish to use the pool after lessons, they must pay a guest fee each day.
10. Only non-members who follow these procedures will be allowed to participate in the program.
11. If non-members fail to check in at the front desk or do not adhere to this policy they will lose their ability to participate in OVAC swim programs.

Thank you for participating in our Swim Program!

As a Non-Member guest of the facility, I agree to follow all club rules with my child who is currently enrolled in the swim program. I agree to follow all the Non-Members policies as describes above.

Parent Signature _____ Date _____

Medical Authorization and Consent to Treat

Pursuant to California Family Code 6550 and 6910, I, _____, a parent or legal guardian having legal custody of the following minor child: _____, hereby authorize Ojai Valley Athletic Club, to consent to any X-ray examination (or similar examination such as by CAT/MRI scan), anesthetic, medical, dental, or surgical diagnosis or treatment and hospital care to be rendered to the minor children listed above under the general or special supervision of a qualified physician, surgeon, or dentist I agree to pay any and all costs for the foregoing. I have no knowledge of any physical or mental impairment that would affect the Participant's ability to participate in this activity.

DATE _____ SIGNATURE _____

Express Assumption of Risk Agreement and Release of Liability and Indemnity Agreement

I, the **Responsible Party**, on my own behalf, and behalf of all others who are listed as **Participants**, under this Agreement, including my unborn and/or minor children, and my and their personal representatives, assigns, successors, heirs, and next of kin, (hereafter collectively referred to as the "Participants"), acknowledge and agree that the use of the facilities, services, equipment or premises of Ojai Valley Athletic Club (the "Club") by any of the Participants involves risk of injury to persons and property, and the Participants assume full responsibility for such risks for myself/themselves. The Participants agree and acknowledge that I/they have entered into the Agreement for use of the Club's facilities, services, equipment, or premises primarily for recreational purposes and not to use any specific piece of equipment or training methodology. In consideration of being permitted to enter the Club's facilities for any purpose, including, but not limited to observation, use of facilities, services, or equipment, or participation in any way, the Participants agree to the following: the Participants are authorized to, and do hereby release and hold the Club, its and their directors, shareholders, officers, parents, subsidiaries, employees, members, managers, independent contractors, and agents harmless from all liability to all the Participants, and any of my/their personal representatives, assigns, heirs, and next of kin from any loss or damage sustained by any of the Participants. The Participants hereby waive any claim or demands therefore based on, or on account of, any injury or death to any of the Participants and property damages sustained by any of the Participants, whether caused by the active or passive negligence of the Club or otherwise, while any of the Participants is in, upon, or about the Club's premises, or while using the Club's facilities, services, or equipment or while participating in any Club activity at any location.

This Express Assumption of Risk Agreement and Release of Liability and Indemnity Agreement (the "Release"), includes, but is not limited to, claims based on the following: the Club's improper maintenance of its equipment (mechanical or otherwise), grounds or facilities, negligent instruction or supervision, including personal training, or inadequate security or staffing, the Participant's use of the Club's facilities, services, or equipment, and/or slipping or tripping anywhere in or about the Club or any location in which the Club operates, including, but not limited to public facilities. Such facilities include, but are not limited to: exercise equipment, exercise rooms, weight rooms, locker rooms, sidewalks, parking lots, stairs, pools, whirlpools, spas, saunas, tennis courts or lobby area. Such risk of injury includes, but is not limited to injuries arising from the participation by any of the Participants, or others in supervised or unsupervised activities at the Club, injuries and medical disorders, including, but not limited to death, heart attacks, strokes, heat stress, sprains, broken bones, and injured muscles and ligaments, among others, arising from exercising, any recreational use of any of the Club's facilities, or otherwise, or while participating in any of the Club's programs, classes, or activities, and accidental injuries occurring anywhere in or about the Club, including its dressing rooms, showers and other facilities.

The Participants also agree to indemnify and hold the Club harmless from any loss, liability, damage or cost that the Club may incur due to the presence of any of the Participants in, upon, or about the Club's premises or in any way observing or using any of the Club's facilities, services or equipment, whether caused by a Participant's negligence or otherwise. The Participants further expressly agree that the Release is intended to be as broad and as inclusive as permitted by the law of the state of California, and that if any portion of the foregoing Release is held invalid by a court of law, then that portion shall be deemed stricken and it is agreed that the remainder of the Release shall continue in full force and effect without the invalid portion.

On behalf of the Participants, I acknowledge that I have carefully read this Release and fully understand that it is a release of liability, and express assumption of risk and indemnity agreement. I am aware and agree that by executing this Release, I, and all of the Participants are giving up any rights I or any and all of the Participants may have to bring a legal action or assert a claim against the Club for its active or passive negligence, or for any defective product of its premises.

I represent that I have the actual authority to, and do hereby enter into this Release on my behalf and as an authorized agent, or parent or legal guardian for all of the Participants. I have read and voluntarily signed this Release and I further agree that no oral representatives, statements or inducement apart from the foregoing Release have been made to me.

_____ Responsible Party Signature

_____ Date