



**Nansemond Swim Club  
Unsupervised Minor Member Waiver & Code of Conduct  
(12 -17 years old)**

**I. WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT BY PARENT OF MINOR CHILD FROM LIABILITY FOR USE OF NANSEMOND SWIM CLUB, INC. FACILITIES**

I \_\_\_\_\_ on behalf of \_\_\_\_\_ (hereinafter referred to as "CHILD") HEREBY WAIVE AND RELBASE, INDEMNIFY, hold harmless ad forever discharge NANSEMOND SWIM CLUB, INC. and its agents, employees, officers, directors, affiliates, successors and assigns, of and from any and all claims, demand, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of very kind and nature, whether known or unknown, in law or equity, that I or CHILD eve had or may have, arising from or in any way related to CHILD's participation in any of the events or activities conducted by, on the premises of, or for the benefit of, Nansemond Swim Club, Inc. I also agree to indemnify NANSEMOND SWIM CLUB, NC. and its agents, employees, officers, directors, affiliates, successors and assigns from all third-party claims caused in whole or in part by my or my child's actions.

I understand that the activities that said CHILD will participate in may be considered inherently dangerous and may cause serious or grievous injuries, including bodily injury, damage to personal property and/or death. On behalf of myself, CHILD, my heirs, assigns and next of kin, I and said CHILD waive rights for damages, injuries and death sustained to me, said CHILD, or property. I or said CHILD hold harmless against the released party to such activity.

CHILD has the necessary requisite skills to participate in the events or activities of and requirements of this facility, except as noted below. The nature of the activities have been fully disclosed and any known advertisement, or brochure, relating to the participating activities is expressly made part of this WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT (hereinafter "AGREEMENT").

By this Waiver, I on behalf of CHILD, assume all risk and all responsibility, including any claims of personal injury, death or damage to person or property associated with said CHILD being left on Nansemond Swim Club, Inc.'s premises unattended and unsupervised, including but not limited to CHILD not receiving due care when using the facility, pool, and its equipment in any wrongful form or fashion when engaging in swimming/diving activities or other related activities on or off the premises.

THIS AGREEMENT contains express intent between the parties, and supersedes any verbal or oral agreement between said parties inconsistent with the subject matter of this AGREEMENT. The provisions of the AGREEMENT may not be waived, altered, amended, or changed, in whole or in part, without prior written consent of all parties. The AGREEMENT will continue in full force and effect even after the termination of said activities provided by, at the premises of, or for the benefit of, Nansemond Swim Club, Inc. whether by agreement, by opinion of law, or otherwise.

I have read and understand in full and agree to the terms of this AGREEMENT. I understand and confirm that by signing the AGREEMENT that said CHILD and I have given up considerable future legal rights and have signed this AGREEMENT freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional WAIVER, RELEASE, AND INDEMNIFICATION of all liability to the full extent of the law.

Any provision or portion of this AGREEMENT found to be invalid by the courts having jurisdiction shall be invalid only with respect to such provision or portion. The offending provision or portion shall be construed to the maximum extent possible to confer upon the parties the benefits intended thereby. Said provision or portion, as well as the remaining provisions or portion hereof, shall be construed and enforced to the same effect as if such offending provision or portion thereof had not been contained herein.

## **II. UNSUPERVISED MINOR MEMBER CODE OF CONDUCT**

### **Code of Conduct**

All members and guests will:

- Conduct themselves in a sportsmanlike manner and will not knowingly disrespect other club members or guests, NSC staff, or any other person participating in any capacity whatsoever in the affairs and activities of Nansemond Swim Club
- Respect the rights of other Club members or guests and NSC staff. This shall include actual conduct at the Pool, and such conduct outside of the pool directly related to Pool events or activities, to include behavior on social media.
- Not engage in any form of sexual, racial, or religious discrimination or harassment
- Respect the Pool and facilities

Adhere to all club rules (See Pool Rules & Policies)

- Sign in procedures at the entrance
- Obeying all signage and staff of NSC
- Take pride in the physical appearance of Nansemond Swim Club as it is reflective of you as a member
- Not conduct themselves in any rude or immoral manner, including the use of profane language, gestures, insults or other such misbehavior.
- Abide by all state and local laws and regulations, including the possession of any illegal drugs and weapons on the property of Nansemond Swim Club

Unsportsmanlike conduct that will result in disciplinary action includes:

- Any act of fraud, deception, dishonesty, or knowingly providing false information
- Any intentional, nonconsensual physical contact; obscene language or gestures; or other threatening language or conduct directed toward other club members, facility staff, volunteers, and any other person participating in any capacity whatsoever in the affairs and activities of Nansemond Swim Club
- Any nonconsensual sexual conduct, pattern of unwelcome sexual advances, or other inappropriate sexually oriented behavior or action by a club member toward another club member or any other person participating in any capacity whatsoever in the affairs or activities of the Nansemond Swim Club
- Any form of harassment, hazing, or bullying
- Aiding or abetting another to engage in any of the foregoing conduct

### **Violations of the Code of Conduct**

- The Nansemond Swim Club leadership is responsible to discipline members for violations of the Code of Conduct. It is expected that the Nansemond Swim Club leadership will use reasonable judgement based on the following: The nature and severity of the conduct
- Any prior disciplinary actions regarding the member
- The adverse effect of the conduct on other members
- The application of the Code of Conduct

Resolution of violations to the Nansemond Swim Club Code of Conduct

- Should a violation take place, it will be put on the agenda of the next Board of Directors meeting.
- In all cases should there be damage to property, monetary restitution will be mandatory to continue membership
- After discussion, the Board of Directors shall offer the member an opportunity to state their case
- At the Board meeting, after the period for the member or guest to state their case, the Board will determine the merits of any violation and the extent of the penalty, which may include the following, as provided for in the Nansemond Swim Club By-Laws

**Penalties for Violation of the Code of Conduct**

Any violation of the Code of Conduct as determined by the Manager or Nansemond Swim Club Board of Directors or other leadership determined by the Club may result in the following penalties and notifications:

1. Private verbal reprimand
2. Removal from club with parental notification (one time)
3. Suspension from club with parental notification (length of time)
4. Revocation of club membership, pending Board review
5. Notification to the local authorities should the violation be illegal or criminal in nature

I hereby agree to accept the terms and conditions of this Unsupervised Minor Member Waiver & Code of Conduct.

Date \_\_\_\_\_

Printed Name of Child \_\_\_\_\_

Child Initials or Signature of Acknowledgement \_\_\_\_\_

Printed Name of Parent/Guardian \_\_\_\_\_

Signature of Parent/Guardian \_\_\_\_\_

I have witnessed said CHILD perform the required pool test and certify that he/she meets all of Nansemond Swim Club, Inc.'s specifications to remain at the pool unsupervised.

Date \_\_\_\_\_

Printed Name of Lifeguard/Manager \_\_\_\_\_

Signature of Lifeguard/Manager \_\_\_\_\_