



Travel Policy of Eugene City Swim Club

PURPOSE: 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 purpose of this ECSC Travel Policy is to establish standards of behavior and manage expectations of the club and its members, thereby providing a sense of structure and familiarity while in an otherwise less familiar setting.

ECSC Travel is defined as overnight travel to a swim meet or other team activity that is planned and supervised by the club or LSC.

Section 1 – USA Swimming Required Policies

Club and LSC travel policies must include these policies. These items are Code of Conduct stipulations in the USA Swimming and Rulebook.

- a. 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)
- b. ECSC managers and chaperons must be members of USA Swimming and have successfully passed a USA Swimming-administered criminal background check. (305.5.B)
- c. 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. (Article 305.5C)
- d. Club travel documents must be signed and agreed to by all athletes, parents, coaches and other adults traveling with the club. (USA Swimming Rulebook 305.5.D)

Section 2 – Recommended Policies

- a. During ECSC travel, when conducting room checks, attending team meetings and/or other activities, two-deep leadership and open and observable environments should be maintained.
- b. During overnight ECSC travel, if athletes are paired with other athletes, they shall be of the same gender and should be a similar age. Where athletes are age 13 & over, chaperons and/or ECSC managers should stay in nearby rooms.
- c. When only one athlete and one coach travel to a completion, the coach and athlete

- should attempt to establish a “buddy” club to associate with during the competition and when away from the venue.
- d. Doors to rooms must remain open if opposite sex is in the room.
 - e. A copy of the Club Code of Conduct must be signed by the athlete and his/her parent or legal guardian.
 - f. ECSC should obtain a signed liability release and/or indemnification form for each athlete.
 - g. ECSC should carry a signed medical consent or authorization to treat form for each athlete.
 - h. Curfews shall be established by ECSC each day of the trip.
 - i. ECSC members and staff traveling with the team will attend all ECSC functions, including meetings, practices, meals, meet sessions, etc. unless otherwise excused or instructed by the head coach or his/her designee.
 - J. The directions & decisions of coaches/chaperons are final.
 - k. Swimmers are expected to remain with ECSC at all times during the trip. Swimmers are not to leave the competition venue, the hotel, a restaurant, or any other place at which ECSC has gathered without the permission of the coach or chaperon.
 - l. When visiting public places such as shopping malls, movie theaters, etc., swimmers will stay in groups of no less than three persons.

Section 3 – Expectations When Traveling

- a. Respect the privacy of each other;
- b. All adults and swimmers must wear seat belts and remain seated in vehicles;
- c. Be quiet and respect the rights of teammates and others in hotel;
- d. Be prompt and on time;
- e. Respect travel vehicles;
- f. Use appropriate behavior in public facilities;
- g. Needs and wellbeing of the team come first.

Section 4 – 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 other activities.

Section 5 – Eugene City Swim Club Code of Conduct

ECSC strives to provide a meaningful experience for swimmers at all levels with emphasis on helping members exemplify the YMCA core character values of Caring, Honesty, Responsibility, and Respect.

Expectations:

- α. ECSC members will display proper respect and sportsmanship toward coaches, officials, administrators, teammates, fellow competitors and the public at all times.
- b. ECSC 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, sale or distribution or 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. ECSC members are reminded that when competing in meets, traveling on trips and attending other meet-related functions, they are representing both themselves and Eugene City Swim Club. Athlete behavior must positively reflect the high standards of the club.

Consequences of Failing to Comply with the Eugene City Swim Club Code of Conduct:

- a. Failure to comply with the Code of Conduct as set forth in this document may result in disciplinary action issued by the Head Coach after consultation with the board President. Such discipline may include, but may not be limited to:
 - i. Dismissal from the trip and immediate return home at the athletes expense;
 - ii. Disqualification from one or more events, or all events of the 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.

USA SWIMMING CODE OF CONDUCT AND ATHLETE PROTECTION POLICIES

ARTICLE 304: USA SWIMMING CODE OF CONDUCT

304.1 The mission of USA Swimming is to encourage participation and the pursuit of excellence in all aspects of swimming. USA Swimming grants the privilege of membership to individuals and organizations committed to that mission. The privilege of membership may, therefore, be withdrawn or denied by USA Swimming at any time where USA Swimming determines that a member or prospective member’s conduct is inconsistent with the mission of the organization or the best interest of the sport and those who participate in it.

In order to assist all members to better serve the interests of those who participate in swimming, USA Swimming has adopted this Code of Conduct.

304.2 Any member or prospective member of USA Swimming may be denied membership, censured, placed on probation, suspended for a definite or indefinite period of time with or without terms of probation, fined or expelled from USA Swimming if such member violates the provisions of the USA Swimming Code of Conduct, set forth in 304.3, or aids, abets or encourages another person to violate any of the provisions of the USA Swimming Code of Conduct.

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

1. Violation of the right to compete provisions set forth in 301.1 through 301.4.
2. Violation of the anti-doping provisions set forth in 303.3.
3. Discrimination in violation of any part of the USA Swimming Rules and Regulations or the Amateur Sports Act which requires that USA Swimming must provide: “an equal opportunity to amateur athletes; coaches, trainers, managers, administrators, and officials to participate in amateur athletic competition, without discrimination on the basis of race, color, religion, age, gender, or national origin.”
4. Violation of any of the Athlete Protection Policies set forth in Article 305
5. Violation of any of the Sexual Misconduct Reporting Requirements set forth in Article 306.
6. Conviction of, imposition of a deferred sentence for, or any plea of guilty or no contest at any time, past or present, or the existence of any pending charges, for (i) any felony, (ii) any offense involving use, possession, distribution or intent to distribute illegal drugs or substances, (iii) any crime involving sexual misconduct, or (iv) any criminal offense against a minor.
7. Bullying is prohibited. For these purposes, the term “bullying” shall mean, regardless of when or where it may occur, the severe or repeated use by one or more USA Swimming members (“Members”) of an oral, written, electronic or other technological expression, image, sound, data or intelligence of any nature (regardless of the method of transmission), or a physical act or gesture, or any combination thereof, directed at any other Member that to a reasonably objective person has the effect of: (i) causing physical or emotional harm to the other Member or damage to the other Member’s property; (ii) placing the other Member in reasonable fear of harm to himself/herself or of damage to his/her property; (iii) creating a hostile environment for the other Member at any USA Swimming activity; (iv) infringing on the rights of the other Member at any USA Swimming activity; or (v) materially and substantially disrupting the training process or the orderly operation of any USA Swimming activity (which for the purposes of this section shall include, without limitation, practices, workouts and other events of a member club or LSC).
8. (A) Any inappropriate sexual conduct or advance, or other oral, written, visual, or physical Conduct of a sexual nature directed towards an athlete by (i) a coach member or other non-athlete member, or (ii) any other adult participating in any capacity whatsoever in the activities of USA Swimming (whether such adult is a member or not). (B) Any act of sexual harassment, including without limitation unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature in connection with or incidental to a USA Swimming-related activity by any person participating in the affairs or activities of USA Swimming (whether such person is a member or not) directed toward any member or other person participating in the affairs or activities of USA Swimming.
9. The sale or distribution of illegal drugs or the illegal sale or distribution of any substance listed on FINA’s recognized list of banned substances.
10. The use of illegal drugs in the presence of an athlete, by a coach, official, trainer, or a person who, in the context of swimming, is in a position of authority over, that athlete.
11. The providing of alcohol to an athlete by a coach, official, trainer, manager or any other person where the athlete is under the legal age allowed to consume or purchase alcohol in the state where the alcohol is provided.

12. The abuse of alcohol in the presence of an athlete under the age of 18, by a coach, official, trainer, or a person who, in the context of swimming, is in a position of authority over that athlete.
13. Physical abuse of an athlete by any person who, in the context of swimming, is in a position of authority over that athlete.
14. Any act of fraud, deception or dishonesty in connection with any USA Swimming-related activity.
15. Any non-consensual physical contact, obscene language or gesture, or other threatening language or conduct directed towards any meet official and which is related to any decision made by such official in connection with a USA Swimming sanctioned competition.
16. Action, other than through general advertising, by a coach, owner, officer, volunteer, representative, or employee of a swim club, or a USA Swimming or LSC employee, either through direct contact with an athlete or the encouragement of others, to recruit or otherwise encourage an athlete who is already a member of a USA Swimming member swim club to leave that club, unless the acting party receives prior written approval to recruit or encourage the athlete to change affiliation from the designated club representative of the athlete's existing USA Swimming-member swim club or contact is initiated by the athlete, the athlete's parent or authorized representative. General advertising includes any information that is:
 - A. Distributed to an identifiable general population where there is a reasonable expectation that the majority of that population are not current members of USA Swimming, or
 - B. Placed in or on any item that is sold.In the event of a violation of this section, a sanction may be imposed against any coach, owner, officer, volunteer, representative or employee of a swim club, or against any such club, or any combination thereof, as appropriate.
17. Violation of any team misconduct rule as established by the USOC, USA Swimming, any Zone or LSC team authority.
18. Any other material and intentional act, conduct or omission not provided for above, which is detrimental to the image or reputation of USA Swimming, a LSC or the sport of swimming.

ARTICLE 305: ATHLETE PROTECTION POLICIES

The following policies related to Athlete Protection are mandatory components of the USA Swimming Code of Conduct:

305.1 Inappropriate touching between an athlete and an adult non-athlete member or Participating Non-Member (as defined in 401.1) is prohibited, including, but not limited to, excessive touching, hugging, kissing, sexually oriented behavior, sexually stimulating or otherwise inappropriate games, and having an athlete sit on a non-family member adult's lap.

305.2 Any rubdown or massage performed on an athlete by any adult member or Participating Non-Member, excluding the spouse, parent, guardian, sibling, or personal assistant of such athlete, is prohibited unless such adult is a licensed massage therapist or other certified professional. Any rubdown or massage performed at a swim venue by a licensed professional must be conducted in open/public locations and must never be done

with only the athlete and licensed massage therapist in the room. Even if a coach is a licensed massage therapist, the coach shall not perform a rubdown or massage of an athlete under any circumstances.

305.3 Use of audio or visual recording devices, including a cell phone camera, is not allowed in changing areas, rest rooms or locker rooms.

305.4 Employees and volunteers of USA Swimming, LSCs and member clubs who interact directly and frequently with athletes as a regular part of their duties and individuals with any ownership interest in a member club must be non-athlete members of USA Swimming and satisfactorily complete criminal background checks as required by USA Swimming. This does not apply to volunteers such as timers, marshals, computer operators, etc. who only have limited contact with athletes during a meet.

305.5 Travel

1. 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.
2. ECSC managers and chaperons must be members of USA Swimming and have successfully passed a USA Swimming-required criminal background check.
3. When only one athlete and one coach travel to a competition, the athlete must have his/her parent's (or legal guardian's) written permission in advance to travel alone with the coach.
4. Clubs and LSCs shall develop their own travel policies. USA Swimming will provide a model club travel policy as an example. Club travel policies must be signed and agreed to by all athletes, parents, coaches and other adults traveling with the club.

ARTICLE 306: SEXUAL MISCONDUCT REPORTING REQUIREMENTS

306.1 It is every member's responsibility to promptly report any incident regarding sexual misconduct by a member as described in Article 304.3.8 to USA Swimming's Athlete Protection Officer. Reporting must occur when an individual has firsthand knowledge of misconduct or where specific and credible information has been received from a victim or knowledgeable third party. Various state laws may also require reporting to law enforcement or to a designated child protection agency.

306.2 No member shall retaliate against any individual who has made a good faith report under 306.1.

306.3 Filing a knowingly false allegation of sexual misconduct is prohibited and may violate state criminal law and civil defamation laws. Any person making a knowingly false allegation of sexual misconduct shall be subject to disciplinary action by USA Swimming.

306.4 Neither civil nor criminal statutes of limitation apply to reports of cases of sexual abuse.

Code of Conduct Signature Form

Swimmers: Please sign below and return, along with the Waiver & Release of Liability form and the Permission to Seek Emergency Treatment form. No need to return Code of Conduct pages. Please keep for your records and refer to them often!

Eugene City Swim Club Code of Conduct

I have read the Eugene City Swim Club Code of Conduct. I agree to adhere to this Code of Conduct while participating in all ECSC activities and competitions and while traveling as a member of Eugene City Swim Club.

Print Swimmer Name

Swimmer Signature

Date

USA Swimming Code of Conduct

My signature indicates my understanding and acceptance of the USA Swimming Code of Conduct which became effective when I registered as an athlete with USA Swimming.

Print Swimmer Name

Swimmer Signature

Date

Eugene City Swim Club Waiver and Release of Liability

This form must be read and signed before the participant is permitted to take part in any travel, training, competition and/or meeting sessions. By signing this agreement, the participant affirms having read it.

1. In consideration of my involvement in the sport and activities under the auspices of Eugene City Swim Club and on the behalf of my heirs, executors, administrators, assigns, and myself, I hereby release and waive, and forever discharge Eugene City Swim Club, sponsors, and their assigned representatives and successors from any and all claims, liabilities, actions, demands, damages, costs and expenses which I may now or in the future have against them or of them, arising out of or in any way connected with my participation in Eugene City Swim Club sanctioned activity.
2. I understand that the Waiver and Release of Liability includes, but is not limited to any claims that are used on any alleged negligence or other action or inaction on the above named parties.
3. I attest and verify that my physical condition and fitness permit me to safely participate in the above mentioned activity, and that no physicians or other qualified individual has advised me against participating.
4. I hereby acknowledge that participation in the said event carries with it the potential hazards of illness, injury, or death, and I hereby assume these and any and all risks by participation in the said event.
5. I hereby consent to receive medical treatment that may be deemed advisable in the event of injury and/or other illness during the event.
6. I hereby agree to comply with all the rules, regulations and event instructions of Eugene City Swim Club. If, however, I observe any unusual or unnecessary hazard during my presence or participation, I will bring such to the attention of the nearest official immediately.
7. I assume all of the above risks and assume and will pay my own medical and emergency expenses in the event of accident, illness, and/or other incapacity, regardless of whether I have authorized such expenses.
8. I hereby acknowledge that I have sole responsibility for and assume complete risk of loss and damage to my personal possessions and athletic equipment during the above said activity.

I have read this Waiver and Release of Liability Agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement.

Participant's Signature: _____ **Date** _____

Participant's Name (Printed): _____

For Participants of Minority Age

This is to certify that we as parent(s)/guardian(s) with legal responsibility for this participant, do consent and agree not only to his/her release, but also for myself/ourselves, and my/our heirs, assigns and next of kin to release and indemnify the release from any and all liability incident to my/our minor child's involvement stated above, even if arising from the negligence of the releases, to the fullest extent permitted by law.

Parent/Legal Guardian Signature _____ **Date** _____

Parent/Legal Guardian Name (Printed) _____

Emergency Treatment Release:

I give my permission for a licensed physician, dentist, emergency medical personnel, or hospital to provide EMERGENCY medical service to my child, _____, at the request of the person bearing this consent form. I agree to pay any cost and fees associated with the emergency treatment as secured under this authorization of consent form.

Signature of Parent or Legal Guardian

Date of Release

Insurance Information:

Policy Holder: _____ Phone #: _____

Insurance Company: _____ Phone #: _____

Group #: _____ ID#: _____

In Case of Emergency, please provide the following information:

Allergies _____

Food Allergies _____

Date of last Tetanus shot _____

Current medical conditions and/or concerns _____

Current Medications _____

Best emergency phone number to use during THIS trip:

#1 _____ (name) _____

#1 _____ (name) _____