

USA WATER POLO MEMBERSHIP TERMS & CONDITIONS

By clicking "Accept" below, I hereby verify that I have read and fully understand each of the following conditions for my being accepted as a member of USA Water Polo, Inc. ("USA Water Polo") and for USA Water Polo permitting me to participate at any USA Water Polo sanctioned event and I hereby accept each of the conditions set forth below.

FOR ANY PARTICIPANT WHO IS NOT YET 18 YEARS OLD, THESE TERMS AND CONDITIONS MUST BE READ AND ACCEPTED BY THE LEGAL GUARDIAN OF THE PARTICIPANT. By clicking "Accept" below, I hereby verify that, as legal guardian of the membership applicant, I have read and fully understand each of the following terms and conditions for permitting my child to become a member of USA Water Polo and to participate in any USA Water Polo sanctioned event, and I accept each of the terms and conditions below on behalf of my child.

ACCEPTANCE OF THE FOLLOWING TERMS IS A CONDITION OF MEMBERSHIP IN USA WATER POLO AND FOR ELIGIBILITY TO PARTICIPATE AT ANY USA WATER POLO SANCTIONED EVENT.

In consideration of my membership in USA Water Polo, and USA Water Polo permitting me to participate in USA Water Polo sanctioned events, I agree to the following:

1. Code of Conduct:

USA Water Polo has adopted Rules Governing Conduct (the "Rules"). The Rules may be amended from time to time. The Rules currently in force are posted on USA Water Polo's website. All USA Water Polo members are expected to become familiar with the Rules applicable to the member's membership class, as they now exist or as they may later be amended, and to comply with those Rules at all times, including while participating in water polo activities under the supervision of governing bodies other than USA Water Polo, such as interscholastic water polo or intercollegiate water polo, since USA Water Polo's members' conduct while participating in such activities reflects on USA Water Polo as an organization.

I understand and agree that my failure to comply with the Rules applicable to my membership class can result in the temporary or permanent suspension of my USA Water Polo membership or the imposition of a period of probation. [Please click here](#) to access a current copy of the Rules and to acknowledge that you have reviewed the Rules and that you agree to comply with the Rules as they now exist and as they may be amended in the future.

USA Water Polo is a national organization with limited resources. Accordingly, USA Water Polo cannot police all of its member clubs and members to ensure that they comply with the Rules and relies upon its members and other individuals to report Rule violations when they occur in order to enforce the Rules. As a result, I understand and agree that USA Water Polo has not assumed a duty to protect me from harm due to a violation of the Rules.

2. Minor Athlete Abuse Prevention Policies:

USA Water Polo, in consultation with the U.S. Center for Safe Sport (the "Center"), has adopted Minor Athlete Abuse Prevention Policies (the "Policies"). The Policies may be amended from time to time. The Policies currently in force are posted on USA Water Polo's website and are included as an appendix to the Rules. All USA Water Polo members are expected to become familiar with the Policies and to comply with the Policies at all times, including while participating in water polo activities under the supervision of governing bodies other than USA Water Polo, such as interscholastic water polo or intercollegiate water polo, since USA Water Polo's members' conduct while participating in such activities reflects on USA Water Polo as an organization.

I understand and agree that my failure to comply with the Policies constitutes a violation of the Rules and can result in the temporary or permanent suspension of my USA Water Polo membership or the imposition of a period of probation. [Please click here](#) to access a current copy of the Policies and to acknowledge that you have reviewed the Policies and that you agree to comply with the Policies as they now exist and as they may be amended in the future.

USA Water Polo is a national organization with limited resources. Accordingly, USA Water Polo cannot police all of its member clubs and members to ensure that they comply with the Policies and relies upon its members and other individuals to report Policy violations when they occur in order to enforce the Policies. As a result, I understand and agree that USA Water Polo has not assumed a duty to protect me from harm due to a violation of the Policies

3. The U.S. Center for Safe Sport:

The Rules incorporate by reference the SafeSport Code for the U.S. Olympic and Paralympic Movement (the "Code") as promulgated by the Center. Among other things, the Code requires all adult USA Water Polo members who learn of information and reasonably suspect that a child has suffered an incident of child abuse, including sexual abuse, to immediately make a report to both law enforcement and the Center. The Code may be amended from time to time. The Code currently in force is posted on USA Water Polo's website and is included as an appendix to the Rules. All USA Water Polo members are expected to become familiar with the Code and to comply with the Code (including the Code's reporting requirements) at all times, including while participating in water polo activities under the supervision of governing bodies other than USA Water Polo, such as interscholastic water polo or intercollegiate water polo, since USA Water Polo's members' conduct while participating in such activities reflects on USA Water Polo as an organization.

I understand and agree that my failure to comply with the Code constitutes a violation of the Rules and can result in the temporary or permanent suspension of my USA Water Polo membership or the imposition of a period of probation. [Please click here](#) to access a current copy of the Code and to acknowledge that you have reviewed the Code and that you agree to comply with the Code as it now exists and as it may be amended in the future.

USA Water Polo is a national organization with limited resources. Accordingly, USA Water Polo cannot police all of its member clubs and members to ensure that they comply with the Code and relies upon its members and other individuals to report Code violations when they occur in order to enforce the Code. As a result, I understand and agree that USA Water Polo has not assumed a duty to protect me from harm due to a violation of the Code. I understand and agree that, in the event that USA Water Polo obtains actual knowledge that it is alleged that a person subject to the Center's jurisdiction has violated the Code:

- USA Water Polo will report that allegation to the Center and will defer taking any action with respect to the allegation until the Center has determined whether it will exercise jurisdiction over the alleged violation;
- In those cases in which the Center determines to exercise jurisdiction, USA Water Polo will take no action with respect to the alleged conduct other than as may be directed by the Center; and
- In those cases in which the Center determines not to exercise jurisdiction, the party reporting the alleged violation, or any other party in interest with respect to the alleged violation, may elect to have USA Water Polo address the alleged violation pursuant to USA Water Polo's grievance procedures then in effect.

I agree to be bound, and to abide by, the Code, as it now exists or as it may hereafter be amended and to submit to the Center's jurisdiction for the resolution of any alleged violations of the Code.

4. USA Water Polo Member Clubs:

I understand and agree that:

- USA Water Polo member clubs are independent organizations.
- USA Water Polo requires that USA Water Polo coach members undergo periodic background checks, pass periodic first aid courses and take SafeSport training offered by the Center. Because USA Water Polo member clubs are independent organizations, they are free to retain anyone that they select to provide services to their members, including coaching services. Those individuals may or may not be USA Water Polo coach members. As a result, USA Water Polo does not assume any duty to protect its members from harm due to its member clubs' selection of individuals retained to provide services to their members.
- As a national organization with limited resources, USA Water Polo cannot supervise or control the day-to-day activities of its member clubs or the individuals retained by its member clubs and assumes no duty to do so.

5. Medical Attention:

I hereby give my consent to USA Water Polo and the host organization of any USA Water Polo sanctioned event to provide, through the medical staff of its choice, customary medical/athletic training attention, transportation and emergency medical services as warranted in the course of my participation in USA Water Polo sanctioned events. Notwithstanding the foregoing, I understand and agree that neither USA Water Polo, nor the host organization of any USA Water Polo sanctioned event, has any obligation to provide any such medical/athletic training attention and both the lack of any such medical/athletic training attention and the provision thereof on a voluntary basis by USA Water Polo and/or the host organization is and shall be covered by the release and limitation of liability set forth in Paragraph 7 below.

The Centers for Disease Control and Prevention has on line training courses and other materials that provide information to coaches, parents, athletes and sports officials regarding keeping athletes safe from concussions. The following is a link to the [CDC Heads Up Website](#). All USA Water Polo members and the parents of minor athletes are encouraged to take that training. USA Water Polo staff does not attend the vast majority of USA Water Polo sanctioned events. As a result, I understand and agree that USA Water Polo has not assumed any duty to determine whether an athlete has suffered a concussion or other brain injury and I acknowledge that USA Water Polo is not in a position to do so.

The Rules require that an athlete who has suffered a substantial blow to the head, an impact that causes a substantial and sudden movement of the head or a head injury be removed from athletic competition for the remainder of the day and until the athlete is cleared to return to athletic activity by a medical professional. I acknowledge and agree that, if I suffer a substantial blow to the head, an impact that causes a substantial movement of the head or a head injury, USA Water Polo is not responsible for determining when or if I am able to return to athletic activity as that is a medical judgment best made by the medical professional with whom I have elected to consult.

The Rules require that an athlete who has passed out or fainted be removed from athletic competition for the remainder of the day and until the athlete is cleared to return to athletic activity by a medical professional. I acknowledge and agree that, if I pass out or faint, USA Water Polo is not responsible for determining when or if I am able to return to athletic activity as that is a medical judgment best made by the medical professional with whom I have elected to consult.

6. Readiness to Compete:

I will only participate in those USA Water Polo sanctioned competitions or activities for which I believe that I am physically and psychologically prepared to participate.

7. Release and Limitation of Liability:

In consideration of being admitted as a member of USA Water Polo, and all of the privileges attendant to such membership, including being allowed to participate in USA Water Polo sanctioned events and activities related thereto:

- I acknowledge, appreciate, and agree that there is a risk of injury resulting from my participation in water polo activities, including serious injuries, such as the possibility of my suffering a concussion, broken bone or other injury that could result in permanent paralysis or even death, and that such risk cannot be eliminated.
- I acknowledge and agree that USA Water Polo has not assumed any duty to:
 - minimize the risk of injury or the severity of any injury that I may suffer while participating in the sport of water polo or activities related thereto;
 - diagnose the existence of a concussion or other brain injury, or to determine when I am able to return to athletic activity following such an injury;
 - protect me from harm as a result of any violation of the Rules, the Policies and the Code, or any of them;
 - protect me from harm caused by a USA Water Polo member club or any employee or other person affiliated with a USA Water Polo member club; and
 - provide medical attention in the event that I suffer an injury while participating in a water polo event.
- Notwithstanding the foregoing, I knowingly and freely assume all risks associated with my participation in the sport of water polo and activities related thereto.

- I hereby release: (a) USA Water Polo, (b) USA Water Polo's sponsors and advertisers, (c) the owners and lessors of premises utilized in connection with USA Water Polo events and activities related thereto, and (d) the officers, directors, agents, employees and independent contractors of each of the foregoing (the parties referred to in sections (a), (b), (c) and (d) of this paragraph being collectively referred to as the "Released Parties") from any and all claims, actions, causes of action and liabilities, whether known or unknown, suspected or unsuspected, of every nature whatsoever that I have, or may have, arising from or related to my membership in USA Water Polo, affiliation with a USA Water Polo member club or participation in the sport of water polo (the "Released Claims").
- I further agree not to pursue any claim against any of the Released Parties that may arise in the future arising from or related to my membership in USA Water Polo, affiliation with a USA Water Polo member club or participation in the sport of water polo, other than claims arising from the Released Parties' gross negligence, reckless conduct or willful misconduct.
- I intend that the release provided for in this Membership Agreement shall be effective as a full and final release of each and every Released Claim. In furtherance of this intention, I acknowledge that I am familiar with Section 1542 of the Civil Code of the State of California, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

I waive and relinquish all of the rights and benefits which I have, or may have, under Section 1542 of the Civil Code of the State of California (as well as any similar rights and benefits that I have, or may have, by virtue of any statute or rule of law in any other state or territory of the United States). I acknowledge that I may hereafter discover facts in addition to, or different from, those which I now know or believe to be true with respect to the subject matter of the Released Claims, but that notwithstanding the foregoing, it is my intention to fully, finally, completely and forever settle and release each, every and all Released Claims, and that in furtherance of such intention, the releases provided for in this agreement shall be and remain in effect as full and complete general releases, notwithstanding the discovery or existence of any such additional or different facts.

8. Discipline:

I understand that USA Water Polo and the Center may maintain lists of disciplined USA Water Polo members that are available to the public and, in the event that I am subject to discipline, such as suspension, consent to the inclusion of my name in such publically available lists by USA Water Polo and the Center.

9. Photographs:

I agree to be filmed and photographed by the official photographer(s) and network(s) of USA Water Polo under conditions authorized by USA Water Polo and give event organizers and USA Water Polo the right to use my name, picture, likeness and biographical information before, during and after the period of my participation in these activities for all purposes; provided that in no event may USA Water Polo or the event organizers use or authorize use of my name, likeness, voice and biographical information for the purpose of trade, including any use in a manner that would imply endorsement of any company, product or service (other than USA Water Polo and the services provided by USA Water Polo), without my written permission.

10. Collection of Personal Information: If the participant is a minor, I consent to the collection of personal information regarding my child or ward through USA Water Polo's online Membership Database.

I (Child) Accept the USA Water Polo Membership Terms & Conditions, including the Rules Governing Member Conduct, SafeSport Code, and Minor Athlete Abuse Prevention Policies.

Member Signature: _____ Date: _____
 (Required)

I (Parent/Guardian) Accept the USA Water Polo Membership Terms & Conditions, including the Rules Governing Member Conduct, SafeSport Code, and Minor Athlete Abuse Prevention Policies.

Parent/Guardian's Signature: _____ Date: _____
 (Required for members under the age of 18 at time of registration)

CONCUSSION AND SUDDEN CARDIAC ARREST INFORMATION SHEET

The following is a summary of information regarding concussions provided by the Centers for Disease Control (the "CDC"):

What is a Concussion?

A concussion is a type of traumatic brain injury—or TBI—caused by a bump, blow, or jolt to the head or by a hit to the body that causes the head and brain to move rapidly back and forth. This sudden movement can cause the brain to bounce around or twist in the skull, creating chemical changes in the brain and sometimes stretching and damaging brain cells.

The Facts

All concussions are serious.

Concussions can occur without the loss of consciousness.

Concussions can occur in any sport.

Recognition and proper management of concussions when they first occur can help prevent further injury or even death.

Some symptoms may not appear for hours or days after the injury.

Concussion Signs Observed	Concussion Symptoms Reported
Can't recall events <i>prior to or after</i> a hit or fall.	Headache or "pressure" in head.
Appears dazed or stunned.	Nausea or vomiting.
Forgets an instruction, is confused about assignment or position, or is unsure of the game, score, or opponent.	Balance problems or dizziness, or double or blurry vision.
Moves clumsily.	Bothered by light or noise.
Answers questions slowly.	Feeling sluggish, hazy, foggy, or groggy.
Loses consciousness (<i>even briefly</i>).	Confusion, or concentration or memory problems.
Shows mood, behavior, or personality changes.	Just not "feeling right," or "feeling down".

What to do after a suspected Concussion of Head Injury?

If you suspect an athlete has one or more symptoms of concussion, the CDC recommends the following steps:

HEADS UP ACTION PLAN:

1. Remove the athlete from play
2. Keep the athlete out of play the day of the injury and until cleared by a licensed healthcare provider who is trained in the evaluation and management of concussions and is acting within the scope of his or her practice. Do not try to judge the severity of the injury yourself. Only a licensed healthcare provider who is trained in the evaluation and management of concussions and who is acting within the scope of his or her practice should assess an athlete for a possible concussion.
3. Record and share information about the injury, such as how it happened and the athlete's symptoms, to help a healthcare provider assess the athlete.
4. Inform the athlete's parent(s) or guardian(s) about the possible concussion including the time and date of the suspected injury, the symptoms observed and the treatment, if any, provided to the athlete, and refer them to the CDC's website for more concussion information.
5. Ask for written instruction from the athlete's healthcare provider about the steps you should take to help the athlete safely return to play.

For more information regarding head injuries and concussions, including fact sheets, videos, and training courses, please visit the Center for Disease Control HEADS UP Concussion website at www.cdc.gov/HEADSUP

The following is a summary of information regarding SUDDEN CARDIAC ARREST compiled by the California Interscholastic Federation (the "CIF"):

What is Sudden Cardiac Arrest?

Sudden Cardiac Arrest (SCA) is a congenital or genetic abnormality in the heart's electrical system that abruptly stops the heartbeat. SCA is more likely to occur during exercise or sports activity, so athletes are at greater risk.

Warning Signs:

In many cases, there are no warning signs of an impending SCA. In others, warning signs include:

- Fainting
- Chest pain
- Shortness of breath
- Heart palpitations
- Racing or fluttering heartbeat
- Dizziness or lightheadedness
- Extreme fatigue

An athlete suffering from any of these warning signs should be evaluated by a health care professional.

For more information regarding SCA, please visit the CIF's website and the links on that website at <https://cifstate.org/sports-medicine/sca/index>.

I have read the foregoing concussion information sheet:

I have read the foregoing concussion information sheet:

Member Signature: _____ Date: _____
(Required)

Parent/Guardian's Signature: _____ Date: _____
(Required for members under the age of 18 at time of registration)

MEMBERSHIP ADD-ONS

Item	Quantity	Price (per item)	Shipping**
	___ S	\$20.00	\$7.50
	___ M		
	___ L		
	___ XL	\$21.00	\$7.50
	___ 3XL	\$24.00	\$7.50
		\$68.00	\$14.00
		\$20.00	\$5.50
	___ White ___ Navy	\$15.00	\$7.50
	___ White ___ Navy ___ Red	\$6.00	\$4.00
**Shipping defaults to largest price. For additional items, 20% of the shipping price will be added to the shipping total		TOTAL:	

PAYMENT INFORMATION

Memberships are non-refundable and non-transferrable.

<input type="checkbox"/> Gold Membership (\$135) <input type="checkbox"/> Silver Membership (\$92) <input type="checkbox"/> Bronze Membership (\$50) <i>*Prices include \$5 paper form fee</i> Add- On Total: \$ _____ Ship Charge: \$ _____ Grand Total: \$ _____
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Payment Method: <input type="checkbox"/> Check (Check # _____) <input type="checkbox"/> Visa <input type="checkbox"/> Mastercard Card Number: _____ Exp. Date: _____ Security #: _____ Name on Credit Card: _____ Signature: _____
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