

Tidal Swim Club: Detailed Use of Consent Agreement



TIDAL SWIM CLUB CONSENT AGREEMENT

Effective Date: January 2025

This Consent Agreement ("Agreement") is made between **Tidal Swim Club** ("the Club") and the undersigned Participant and/or Parent/Guardian (collectively, "the Member"). By signing this Agreement, the Member agrees to the terms and conditions of participation in the Club's activities.

1. Purpose

This Agreement establishes the terms under which the Member may participate in Tidal Swim Club activities. It ensures the safety, well-being, and mutual understanding of responsibilities between the Club and its Members, in accordance with UK law.

2. Participation Consent

I, the undersigned, consent to participate (or allow my child/ward to participate) in the activities organised by Tidal Swim Club, including but not limited to training sessions, competitions, and related events (collectively, the "Activities").

3. Assumption of Risk

I understand that swimming and associated activities carry inherent risks, including but not limited to slips, trips, falls, water-related injuries, and physical exertion. I agree that participation is undertaken voluntarily and acknowledge these risks.

4. Safeguarding and Parental Consent (For Minors)

4.1. Parental/Guardian Consent:

As the parent/guardian of the Participant, I provide consent for their participation in Club Activities.

4.2. Safeguarding Compliance:

Tidal Swim Club adheres to the safeguarding principles outlined by Swim England, the UK's national governing body for swimming, and complies with the **Children Act 1989** and other relevant legislation. All staff are trained to prioritise the safety and well-being of children and vulnerable adults.

5. Medical Information and Emergency Authorisation

5.1. Disclosure of Medical Conditions:

I agree to disclose all relevant medical conditions, allergies, or additional needs for myself/my child that may impact participation. This information will be stored securely and used solely for health and safety purposes in compliance with the **Data Protection Act 2018**.

5.2. Emergency Medical Treatment:

In the event of a medical emergency, I authorise Tidal Swim Club staff to arrange necessary medical treatment for myself or my child/ward.

6. Liability Waiver

To the fullest extent permitted by UK law, I agree that Tidal Swim Club, its employees, and its representatives shall not be held liable for injuries, damages, or losses incurred during participation, except where such injuries result from negligence or a breach of statutory duty by the Club.

7. Data Protection and Privacy

7.1. Use of Personal Data:

Tidal Swim Club complies with the **UK General Data Protection Regulation (UK GDPR)** and the **Data Protection Act 2018**. Personal data will only be collected, processed, and stored for legitimate purposes, including membership management and safeguarding.

7.2. Media Consent:

I consent to the use of photographs or videos of myself/my child for promotional purposes, including social media and newsletters.

☐ **Check this box if you do NOT consent to the use of photographs/videos.**

8. Code of Conduct

All Members are expected to adhere to the Tidal Swim Club Code of Conduct, which promotes respect, fairness, and sportsmanship. Breaches, including bullying, disruptive behaviour, or harassment, may result in disciplinary action, including suspension or termination of membership.

9. Health and Safety

Tidal Swim Club is committed to ensuring the health and safety of all Members under the **Health and Safety at Work Act 1974**. I agree to follow all Club safety guidelines, pool rules, and any instructions provided by coaches or staff.

10. Financial Responsibilities

10.1. Fees and Payments:

I agree to pay all membership fees, competition costs, and related expenses as outlined by the Club.

10.2. Refund Policy:

Refunds for withdrawal or missed sessions will be subject to the Club's refund policy, available upon request.

11. Travel and Supervision

11.1. Travel Arrangements:

I understand that it is the responsibility of the Participant/ Parent or Guardian to find their own travel arrangements to make it to all sessions in which they are participating. Tidal Swim Club has no responsibility to provide travel arrangements for any clients.

11.2. Supervision:

The Club will provide appropriate supervision during Activities but is not responsible for Members outside of official training or event hours.

12. Termination of Membership

Membership may be terminated by the Club for non-payment of fees, breach of the Code of Conduct, or failure to comply with the terms of this Agreement.

13. Governing Law

This Agreement is governed by the laws of England and Wales. Any disputes arising from this Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales.

14. Signatures

By signing this Agreement, I confirm that:

1. I have read and understood the terms of this Agreement.
2. I agree to comply with the terms as a condition of membership.

Participant Name (if over 18): _____

Signature: _____

Date: _____

Parent/Guardian Name (if Participant is a minor): _____

Signature: _____

Date: _____

Tidal Swim Club Representative: _____

Signature: _____

Date: _____

