NORTH IDAHO WATER POLO PARENT AND ATHLETE TRAVEL CODE OF CONDUCT AND TRAVEL WAIVER RELEASE AND INDEMNIFICATION

THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS, PLEASE READ CAREFULLY.

I/We, the undersigned, acknowledge, and agree to the following North Idaho Water Polo ("NIWP") Parent and Athlete Travel Code of Conduct and Travel Waiver, Release, and Indemnification for travel and hotel stays for NIWP.

A. TRAVEL CODE OF CONDUCT

Parents and athletes consent to abide by the following described rules of conduct for travel with NIWP:

1. No player will be allowed to participate in any travel for NIWP related activities, competitions, or training, either domestically or internationally, unless they are registered with the club. All club dues must be paid in full in order for a player to be allowed to enter the water or participate in any NIWP related activities.

2. The transportation, possession or unauthorized use of alcoholic beverages, illegal drugs, smoking or vaping materials is prohibited for all practices, events and travel.

3. Any physical damage to a pool facility, hotel or loss of items in a hotel room (i.e., elevators, smoke detectors, fire extinguishers, fire alarms, furniture, art work, etc.) will be paid for by those individuals who have caused the physical damage and/or those assigned to the room in which the damage or loss occurs.

4. Quiet hours commence nightly. Team coach will set each night and clearly communicate to team and parents. Unless otherwise stated by the head coach, all players must be in their rooms and quiet at 10:00pm each night with lights out at 10:30pm.

5. Unauthorized room changes are prohibited. No player or adult can enter the room of the opposite sex at any time with the exception of a parent entering the room of their own child and with no other players present. Coaches may enter a player room for inspection purposes only with the approval of all players within the room and so long as there are two or more players present and the room door remains open. If a coach needs to talk to a player within a hotel room, another coach or parent must be present and the door to the room must remain open.

6. Unacceptable behavior will not be tolerated and may result in immediate dismissal from the tournament, competition, or activity the athlete is attending. This includes, but is not limited to, the following:

- Any act considered to be offensive or criminal under federal, state or local laws.
- Gross misconduct (i.e., inappropriate horseplay or sexual behavior, theft, fighting, intimidation, etc.)
- Willful disabling of any fire related or elevator system or inducing a false fire alarm.

This Travel Code of Conduct applies to all travel and hotel stays with NIWP or related to activities by NIWP that are arranged by NIWP either directly or through a travel agency for NIWP. This travel includes, but is not limited to, travel by car, bus, van or plane, or any other form of travel as well as stays at hotels and/or other residential facilities in assigned player rooms or stays while staying in parent rooms.

I/We understand that violations of the above-referenced Travel Code of Conduct may result in forfeiture of privileges and rights to continue to participate in the travel event or to participate or be a member of NIWP without a refund or may result in other disciplinary proceedings.

TRAVEL WAIVER, RELEASE, AGREEMENT TO DEFEND, AND INDEMNIFICATION

I/We, the undersigned agree to waive, release, indemnify, defend, and hold harmless NIWP for any and all obligations, liabilities, damages, claims, costs, and expenses, arising out of travel and/or hotel stays for NIWP activities and/or competitions. This includes, but is not limited to, a waiver and release for any liabilities related to:

- 1. Changes in the published itinerary of the travel as well as any cancellations, or alterations of anticipated travel,
- 2. Any and all claims for injury, loss, damage, accident, delay or expense arising from the use of any vehicle or other mode of transportation or services;
- 3. Any and all expenses incurred by the undersigned or by any other person on behalf of the undersigned's player.
- 4. Any intentional or unintentional injury, whether or not resulting in death, injury, or illness, to the player or any other person or persons or property caused in whole or part by the player, whether alone or together in association with others;
- 5. Any fares or expenses paid by the player and/or on behalf of the player related to NIWP travel for NIWP activities.
- 6. Any and all damage, or losses to persons and/or property.
- 7. Any and all damages or losses related to airline tickets, hotel reservations, or any other costs for any form of travel or accommodations.

By signing this Travel Code of Conduct, Waiver, Release, and Indemnification Agreement, I/we acknowledge and represent that I/we have read this entire document, understand its terms and provisions, understand it affects my legal rights and that it is a binding agreement, and knowingly and voluntarily agree to the terms.