



Lifesaving Society Affiliate Agreement

This is an agreement between the Royal Life Saving Society Canada, British Columbia and Yukon Branch (the "Lifesaving Society") and the affiliate listed in Appendix E or F of this agreement (the "Affiliate"). This agreement is effective as of the date set out above the signature lines below (the "Effective Date").

For good and valuable consideration, the receipt and sufficiency of which each party acknowledges, the parties agree as follows:

Purpose

The purpose of this Agreement is to protect the integrity and quality of the Lifesaving Society and its programs. This agreement describes the Affiliate's obligations and details the services that the Affiliate can expect in return. Signing this agreement entitles the Affiliate to provide Lifesaving Society programs and services in accordance with the requirements of this agreement and the Lifesaving Society's policies and procedures.

Lifesaving Society

The Royal Life Saving Society Canada was chartered in Canada in 1908. The Lifesaving Society was established in British Columbia in 1911 to improve public safety by helping to prevent drownings. The Lifesaving Society works to prevent drowning and water-related injuries through swimming, lifesaving, first aid and lifeguard training programs, safety management standards and services, Water Smart® public education, and lifesaving sport initiatives.

Affiliate Members

An affiliate member of the Lifesaving Society may be any one of the following: a responsible agency, corporation, association, organization, or individual recognized by the Lifesaving Society, that has paid the required membership fee and is in good standing with the Lifesaving Society. The Affiliate represents and warrants to the Lifesaving Society that the Affiliate meets the Lifesaving Society's membership requirements, and that the information provided in the appendices to this agreement is accurate, correct, and complete.

Facilities

If the Affiliate owns and/or operates one or more than one facilities, the Affiliate must list each of those facilities in Appendix E. The Affiliate fee is based on the number of facilities owned or operated by the Affiliate.

Term

This agreement commenced on the Effective Date and continues until terminated as set out in the Termination section below. However, the Affiliate's membership is based on calendar years (January 1 - December 31 of each year), and will be renewed automatically each year unless terminated sooner, subject to the payment of all applicable fees.

Termination

This agreement does not expire but may be terminated by the Lifesaving Society at any time if the Affiliate materially breaches this agreement and does not remedy the breach within 15 days after receiving written notice of it. The Lifesaving Society may also terminate this agreement for convenience upon 180 days' prior written notice.

The Lifesaving Society may suspend this agreement and the Affiliate's membership at any time if the Lifesaving Society reasonably believes the Affiliate may have materially breached this agreement or done anything that could damage or endanger the Lifesaving Society or any individual or entity. During any such suspension, the Lifesaving Society will investigate the issue leading to the suspension, and may thereafter terminate this agreement if the Lifesaving Society determines that termination is warranted.

The Affiliate may terminate this Agreement for any reason with thirty (30) days notice in writing to the Lifesaving Society.

Upon termination of this agreement, all of the Affiliate's rights under this agreement will end, and the Affiliate will immediately: (a) cease providing Lifesaving Society programs and services, (b) delete all references to the Lifesaving Society and its programs in the Affiliate's internet sites, social media sites, marketing materials, signage, and all other materials, and (c) return to the Lifesaving Society all documents and materials belonging to the Lifesaving Society or containing any Lifesaving Society confidential information.

Affiliate Responsibilities

The Affiliate agrees with the mission and purpose of the Lifesaving Society and agrees to play a vital part in education, training and drowning prevention by broadening the awareness of and access to Lifesaving Society programs and services to their community members and customers.

The Affiliate must promptly disclose in writing to the Lifesaving Society any commitment, relationship or interest that could conflict or may be perceived to conflict with the Affiliate's responsibilities, and hereby represents to the Lifesaving Society that the Affiliate is not currently aware of any such conflict or perceived conflict except as set out in the appendices to this agreement.

The Lifesaving Society's reputation in programs and services and its status as a charitable organization imposes high expectations of professional and ethical behaviour. Accordingly, the Affiliate must always act in a professional and ethical manner in connection with its activities under this agreement, and must never: (a) publicly criticize or defame the Lifesaving Society or any of its programs, (b) become involved in any scandalous, immoral, fraudulent, illegal or other activity, (c) or do or say anything that may damage the goodwill or reputation of the Lifesaving Society or any of its programs, members, staff, or representatives.

The Affiliate acknowledges that the Lifesaving Society's reputation depends on the integrity of the Affiliate, and that the Affiliate carries a high burden of trust. The way in which that trust is discharged to a great extent determines the Lifesaving Society's success and the place of pride that it has in the aquatic community and in society at large.

In addition to the above obligations, the Affiliate agrees to do the following at all times throughout the term of this agreement:

1.0 Quality and Safety Management

- 1.1 Maintain a safe environment suitable for delivering Lifesaving Society programs and services.
- 1.2 Employ only instructors and instructor trainers who have current valid Lifesaving Society certification to instruct and deliver Lifesaving Society programs and services.
- 1.3 Abide by the Lifesaving Society current policies and procedures (currently found located at www.lifesaving.bc.ca/certification-policies) in respect to delivery of programs and services.
- 1.4 Abide by the Lifesaving Society Code of Conduct - which is currently located located at www.lifesaving.bc.ca/certification-policies
- 1.5 Use all required Lifesaving Society resources and manuals for all Lifesaving Society programs.
- 1.6 Respect that the content of Lifesaving Society resources and manuals are valuable intellectual property of the Society, and not reproduce any such content except as permitted by the Lifesaving Society.
- 1.7 Allow representatives of the Lifesaving Society upon request from time to time to access, attend, and audit any or all of the Affiliate's courses for the purpose of quality assurance, classroom monitoring and Instructor evaluation.
- 1.8 Forward all feedback, comments, and suggestions from course participants and the Affiliate for review by the Lifesaving Society, without modification or deletion.
- 1.9 Comply with all applicable laws when performing any activities under this agreement.
- 2.0 Maintain the confidentiality of all confidential information relating to the Lifesaving Society and/or its programs, strategies, pricing, personnel, suppliers, products, or services.

2.0 Administration

- 2.1 Submit the completed test sheets, course rosters, evaluation forms and candidate records to the Lifesaving Society for processing, a maximum of fourteen (14) days after each course is finished, and Securely retain copies for the Affiliate's records.
- 2.2 Order merchandise and course material supplies from the Lifesaving Society a minimum of ten (10) business days in advance of course start date.
- 2.3 Provide statistics for non-certification programs (Swim to Survive, Swim for Life, Canadian Swim Patrol, and Junior Lifeguard Club) and report quarterly to the Lifesaving Society as requested.
- 2.4 Utilize the Lifesaving Society website to promote Society courses and Affiliate job postings.
- 2.5 Pay all fees and other amounts set out in the appendices, as amended from time to time by the Lifesaving Society.

3.0 Communication and Marketing

- 3.1 Use the correct program name and branding when advertising Lifesaving Society programs, for example: "Lifesaving Society Bronze Cross" or "Lifesaving Society National Lifeguard".
- 3.2 Strictly follow the Lifesaving Society's visual identity and all other guidelines for Lifesaving Society programs and services. Do not edit, modify, or enhance Lifesaving Society licensed images in any way.
- 3.3 Advocate for the Society's programs and services within the Affiliate's community, and refer inquiries to the Lifesaving Society.
- 3.4 Maintain a subscription to the Lifesaving Society's electronic communications (i.e. Lifeliner) and email distribution list to receive important information with respect to the Lifesaving Society's programs, services, standards or policies and procedures.
- 3.5 Comply with the Lifesaving Society's usage guidelines provided and have draft materials approved by the Lifesaving Society if the Affiliate is a Swim for Life affiliate who chooses to use the self-print option for recognition materials.
- 3.6 Maintain current and accurate contact information with the Lifesaving Society. Inform the Lifesaving Society of any changes to the Affiliate's representatives and/or contact information.

4.0 Liability and Insurance

- 4.1 Maintain appropriate liability insurance to cover any liability related to the Affiliate's activities under this agreement, with a limit of not less than \$2,000,000 per occurrence.

5.0 Amendments of the Affiliate Agreement

- 5.1 The Lifesaving Society has the right to make changes to the Affiliate Agreement upon thirty (30) days notice.
- 5.2 The most current version of the Affiliate Agreement will be posted at lifesaving.bc.ca.

6.0 Indemnity

- 6.1 The Affiliate will indemnify and hold harmless the Lifesaving Society and its directors, officers, employees and agents (the "Indemnified Parties") from and against all damages, liabilities, costs and expenses claimed against or incurred by any of the Indemnified Parties relating to or arising from: (a) a breach of this agreement by the Affiliate or any of its personnel, (b) any misrepresentation by the Affiliate or any of its personnel, or (c) any activities conducted by the Affiliate under or in connection with this agreement.

Lifesaving Society Responsibilities and Affiliate Benefits

The Lifesaving Society will use reasonable efforts to do the following:


- Maintain our commitment to customer service.
- Provide access to course and marketing materials including logos, graphics, and terms of use needed for successful high quality program delivery.
- Provide access to “Members Only” site, where current information for affiliates will be posted including a current Program Guide.
- Process awards and ship recognition items and other products in a timely manner.
- Supply temporary cards and electronic access to specified program resources that can be printed by Affiliates..
- Follow its Privacy Policy, and maintain security safeguards for personal and confidential information.
- Maintain communication primarily through electronic means, such as direct emails, newsletters, online Affiliate meetings, and the internet.
- Maintain a course registry open to the public for individuals to find courses in their local areas and to promote programs.
- Maintain a member registry for individuals to access their current certifications and print a form to be used as proof of pre-requisite for other Lifesaving Society courses.
- Maintain a certification registry of all Lifesaving Society Instructor Trainers, Instructors, Lifeguards, and other Lifesaving Society program award holders.
- Develop and/or maintain high quality courses and materials.
- Provide high quality training and re-training, course updates, revisions, and access to resources for Instructors and Instructor Trainers.
- Establish requirements and standards with respect to classroom and facilities, resources, equipment, supplies, and other learning resources for the benefit of course participants.
- Provide technical program support to affiliates.
- Maintain a Quality Assurance program, including:
 - Ongoing Affiliate support.
 - Program evaluation (including feedback forms, surveys and contact with course participants, course visits, Instructor/Instructor Trainer evaluations.)
 - Statistical review.
 - Research and development.
- Provide consultative services. As Canada’s lifeguarding experts the Lifesaving Society readily shares its expertise with members. The Lifesaving Society’s expertise includes:
 - Representing British Columbia and Yukon nationally and internationally as an active member of the Royal Life Saving Society Canada and the International Life Saving Federation.
 - Conducting comprehensive research into water-related deaths and injuries and the factors contributing to these incidents.

- Responding to identified needs in British Columbia and Yukon through drowning and water- related injury prevention with Water Smart® public education, swimming, lifesaving, first aid and lifeguard training, safety management services, lifesaving sport and competition initiatives and program development.
- Maintaining our commitment to program development through the publishing of resource materials for programs, instructors, trainers and affiliates suitable for the delivery of Lifesaving Society programs and services.
- Researching and setting standards for swimming, first aid/CPR, lifesaving, lifeguarding and drowning prevention.
- Providing safety management services that guide communities in creating safe aquatic environments.
- Researching and setting safety management standards for aquatic environments.

Other

This agreement will be interpreted and construed according to the laws of British Columbia. The parties are independent contractors. Neither party is the agent, partner, or employee of the other. The Affiliate may not assign this agreement without the Lifesaving Society's prior written consent. This agreement constitutes the entire agreement between the parties with respect to the subject matter of this agreement. The appendices form part of this agreement. The Affiliate has obtained independent legal advice regarding this agreement and its effect, or has voluntarily chosen not to do so. This agreement may be executed in counterparts and delivered electronically.

Agreed by the parties with effect as of January 1, 2024:

AFFILIATE REPRESENTATIVE SIGNATURE	LIFESAVING SOCIETY SIGNATURE
	
PRINT NAME & TITLE	PRINT NAME & TITLE
	Lenea Grace, Executive Director
DATE	DATE
	January 1, 2024

APPENDIX A – Type of Affiliation

Individual Affiliate

- Select the programs you wish to teach from Appendix B
- Aquatic courses need to have an approved facility (first facility is included in Affiliation Fee—there is a charge for additional facilities)

Aquatic Affiliates

Individual

- One facility
- All programs

Organization (Yearly or Seasonal)

- One or more facilities
- All programs
- Multiple Instructors

First Aid Affiliates

Individual

- Teach all Lifesaving Society First Aid programs
- Not location dependent

Organization

- Teach all Lifesaving Society First Aid programs
- Not location dependent
- Multiple Instructors

Terms

- Affiliate fees are invoiced on January 1 of each year.
- Seasonal Affiliations will still receive promotional materials, Affiliate support and other benefits of affiliation year-round but will only be able to offer courses over the 4 month period identified in the Affiliate Agreement.
- No refunds on Affiliate fees will be provided if affiliation is cancelled before the end of the year.

APPENDIX B – Program Selection

Swim for Life® Programs

- Parent & Tot
- Preschool
- Swimmer
- Adult & Teen
- Fitness Swimmer
- Adapted Swimmer
- Swim Instructor

Lifesaving Programs

- Lifesaving for Lay Rescuers
- Lifesaving for Backyard Pool Owners
- Safeguard
- Canadian Swim Patrol
- Bronze Star, Bronze Medallion, Bronze Cross
- Lifesaving Instructor

Lifesaving Society First Aid

- CPR A/AED
- CPR C/AED
- Airway Management & Oxygen Administration
- Emergency First Aid with CPR A/AED
- Emergency First Aid with CPR C/AED
- Emergency First Aid Child & Community Care
- Standard First Aid with CPR C/AED
- Basic Life Support Responder
- First Aid Instructor

Lifesaving Society National Lifeguard

- Pool
- Waterpark
- Waterfront
- Surf

Lifesaving Sport

- Junior Lifeguard Club
- Lifesaving Sport Fundamentals
- Lifesaving Sport Coach

Aquatic Safety Management Programs

- SEE Auditor
- Aquatic Supervisor

APPENDIX C – Seasonal Affiliation

Seasonal Affiliate Agreement will be in place for the following 4 month period:

Start:

Day: Month: Year:

Finish:

Day: Month: Year:

APPENDIX D – 2024 Affiliate Fees

AFFILIATION FEES	Regular (No Swim for Life)	Swim for Life	Regular + Swim for Life
Year-round	\$120	\$250	\$370
Seasonal	\$85	\$160	\$245
Multiple: First year-round	\$120	\$250	\$370
Additional year-round (each)	\$55	\$120	\$185
Seasonal (each)	\$65	\$120	\$175
Individual	\$55	\$120	\$175

APPENDIX E – Organizational Affiliate Registration Form

Affiliate Information	
Affiliate Organization Name:	
Main Affiliate Organization Contact Name:	
Position/Title:	
Phone:	Email:
Website:	
Payment Information	
Card Type:	<input type="checkbox"/> Visa <input type="checkbox"/> American Express <input type="checkbox"/> Mastercard
Credit Card Number:	
Name on Card:	
Expiry:	
Billing Address	Shipping Address
Contact Name:	Contact Name:
Contact Phone:	Contact Phone:
Contact Email:	Contact Email:
Address:	Address:
City:	City:
Province/Territory:	Province/Territory:
Postal Code:	Postal Code:

Facility Information

The Affiliate's facilities, as well as their main points of contact, are as follows:

Facility Name	Facility Main Contact and Title	Phone Number	Email	Address	Yearly or Seasonal?

APPENDIX F – Individual Affiliate Registration Form

Affiliate Information	
Affiliate Organization Name:	
Main Affiliate Organization Contact Name:	
Position/Title:	
Phone:	Email:
Website:	
Payment Information	
Card Type:	<input type="checkbox"/> Visa <input type="checkbox"/> American Express <input type="checkbox"/> Mastercard
Credit Card Number:	
Name on Card:	
Expiry:	
Billing Address	Shipping Address
Contact Name:	Contact Name:
Contact Phone:	Contact Phone:
Contact Email:	Contact Email:
Address:	Address:
City:	City:
Province/Territory:	Province/Territory:
Postal Code:	Postal Code: