



# **Membership Policy**

## **Terms & Conditions**

*Last Updated: December 2021*

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## **INTRODUCTION: MEMBERSHIP**

The Agreement governs your membership in SLS and your use of SLS's services ("Services"). Membership in SLS is a privilege granted by SLS. It is not a right. SLS reserves the right, in its sole and absolute discretion, to accept or reject any applicant for membership, regardless of membership category. Membership in any category may be granted only after an application is submitted and approved by SLS. By submitting or authorizing an application for membership in SLS, each applicant agrees to comply with all of the provisions, terms, rules and conditions of SLS, including, without limitation, the Agreement and, if applicable, the Youth Protection Program, Risk Management Program, Summer League Swimming Release and Indemnification Form, and the Sample Coach/Volunteer/Staff Application Form. Your membership in SLS is contingent upon your compliance with the Agreement and your payment of all applicable fees, dues and charges. SLS reserves the right to conduct or arrange for a background check on each applicant, and each applicant hereby consents to such background check.

Categories of membership in SLS are as follows (collectively "Members," and each individually, a "Member"):

### **Individual Member**

An individual member is a person who has been approved for membership after meeting the registration requirements of SLS. Individual membership categories include:

- Athletes
- Coaches
- Officials
- Parents
- Volunteers
- Others

### **Team Member**

A team member is an organization or group comprised of Individual Members that has been approved for membership after meeting the registration requirements of SLS.

### **League Member**

A league member is an organization or group comprised of Team Members that has been approved for membership after meeting the registration requirements of SLS.

Information provided to SLS by you shall be true and correct in every respect. If you fail to disclose a conviction for a felony or any sexual offense or submit a membership application containing information that is false, then any membership acquired has been fraudulently obtained and is hereby void *ab initio*. If SLS has reasonable cause to believe that a membership has been fraudulently obtained, it may void the membership without notice or hearing to you. No Member shall use or disclose any membership data or other proprietary information of SLS without the prior written consent of SLS.

## **THIRD PARTY SERVICE PROVIDERS**

SLS may use third party service providers, vendors, and licensors (each, a “Third Party Service Provider”) to assist in providing the Services. You hereby consent and authorize SLS to delegate the authorizations you provide to SLS to SLS’s Third Party Service Providers as SLS deems necessary or desirable to provide the Services to you. You agree that the terms and conditions of the Agreement, including any of the other terms, conditions, warranty disclaimers and liability disclaimers incorporated into the Agreement, will inure to the benefit of such Third Party Service Providers and such Third Party Service Providers are deemed to be third party beneficiaries of the Agreement, including any other terms, conditions, warranty disclaimers and liability disclaimers incorporated into the Agreement. You also agree that all references to SLS within the Agreement and any incorporated terms are also deemed to include, where applicable, SLS’s agents, such as the Third-Party Service Providers. Your use of certain Services provided by Third Party Service Providers may require your agreement to certain additional terms and conditions provided by the applicable Third-Party Service Providers.

## **USE OF THE WEBSITE**

You agree not to use SLS’s websites or social media platforms (collectively, the “Website”), the Services or the Content in any way that causes, or may cause, damage to SLS or the Content or impairment of the availability or accessibility of the Content; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You further agree not to: (a) use the Services, Content, or Website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software; or (b) conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to the Services or the Content, and/or Website without SLS’s prior written consent.

If SLS provides you with a user ID and password to enable you to access the Services or the Content, you will ensure that the user ID and password are kept confidential and not shared with others. SLS may disable your user ID and password in SLS’s sole discretion without notice or hearing to you.

## **INTELLECTUAL PROPERTY**

You agree that the Services, including, but not limited to, any and all content, graphics, user interface, audio clips, video clips, scripts, programs, material, and software related to or used to implement the Services, including, without limitation, the Website (collectively, "Content"), contain proprietary information and material that is owned by SLS and/or its licensors (including Third Party Service Providers), and is protected by applicable intellectual property and other laws, including, but not limited to, copyright. You agree that you will not use such proprietary information or materials in any way whatsoever except for use of the Services for personal, non-commercial uses in compliance with the Agreement. No portion of the Services or Content may be reproduced in any form or by any means, except as expressly permitted by the Agreement. You agree not to modify, supplement, loan, sell, license, transfer, assign, or distribute the Services or Content in any manner, and you shall not exploit the Services or Content in any manner not expressly authorized.

SLS's name and the other trademarks, service marks, graphics, insignia and logos of SLS (collectively, the "SLS Intellectual Property") are trademarks or registered trademarks of SLS. Except as provided below or in any license agreement with SLS you are granted no right or license in or to the SLS Intellectual Property.

No person, entity or Member may use the SLS Intellectual Property without the prior written approval of SLS. In the event SLS authorizes any Member to use any SLS Intellectual Property, SLS may withdraw such approval at any time, whether with or without cause, in its sole and absolute discretion. Members shall immediately comply with any notice to cease and desist from the use of SLS Intellectual Property. The unauthorized use of any SLS Intellectual Property is a violation of the Agreement and applicable law, including, without limitation, the Lanham Act. In the event SLS grants approval to any Member to use any SLS Intellectual Property, such approval shall constitute a limited, non-assignable, non-sublicensable, non-exclusive right to use the applicable SLS Intellectual Property and the Member shall not acquire any ownership or other interest in or to the SLS Intellectual Property.

No Member may use or incorporate any SLS Intellectual Property in its legal name, domain name, e-mail addresses, or any other name without the express prior written consent of SLS. Members are not authorized to make any statements on behalf of SLS or take any action on behalf of SLS, unless expressly and specifically authorized to do so by SLS in writing.

Notwithstanding the foregoing, Team Members and League Members may be authorized, with SLS's prior review and written approval, to use SLS Intellectual Property for the sole purpose of promoting any SLS-licensed activities. Any such approval or authorization shall be granted pursuant to a license agreement between SLS and the Team Member or League Member, as applicable.

## **AUTHORIZATION TO USE LIKENESS**

By submitting a membership application to SLS, you authorize SLS, including the Releasees, in perpetuity, without compensation, reservation, or limitation, to reproduce, disseminate, or publish your name, nickname, image, voice, signature, biological information, photograph, or likeness for media coverage, public relations, or any other purpose whatsoever, which may involve the use of photographs, films, and/or videotape recording and/or any other form of media. You understand and agree that you will not receive any payment or compensation for the possible use of your name or likeness.

## **DISCLAIMER OF WARRANTIES; LIABILITY LIMITATION; WAIVER; INDEMNITY**

SLS, ITS AFFILIATES AND ITS THIRD PARTY SERVICE PROVIDERS DO NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE CONTENT OR SERVICES WILL BE ERROR-FREE, AND YOU AGREE THAT FROM TIME TO TIME SLS OR ITS AFFILIATES MAY REMOVE THE CONTENT OR THE SERVICES FOR INDEFINITE PERIODS OF TIME, CANCEL THE SERVICES AT ANY TIME, OR OTHERWISE LIMIT OR DISABLE YOUR ACCESS TO THE CONTENT OR SERVICES WITHOUT NOTICE OR HEARING TO YOU. SLS, ITS AFFILIATES AND ITS THIRD PARTY SERVICE PROVIDERS DO NOT REPRESENT OR GUARANTEE THAT THE CONTENT OR SERVICES WILL BE FREE FROM LOSS, CORRUPTION, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND YOU HEREBY RELEASE SLS AND THE RELEASEES FROM ANY LIABILITY RELATING THERETO.

YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICES AND CONTENT IS AT YOUR SOLE RISK. THE SERVICES AND CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE, WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. SLS, ITS AFFILIATES AND ITS THIRD-PARTY SERVICE PROVIDERS MAKE NO REPRESENTATIONS OR WARRANTIES IN RELATION TO THE CONTEENT OF INFORMATION OR MATERIALS PROVIDED IN THE CONTENT.

SLS AND ITS DIRECTORS, OFFICERS, MANAGERS, MEMBERS, EMPLOYEES, AFFILIATES, AGENTS, REPRESENTATIVES, CONTRACTORS, COUNSEL AND LICENSORS, INCLUDING, WITHOUT LIMITATION, THE THIRD PARTY SERVICE PROVIDERS) (COLLECTIVELY, THE "RELEASEES") WILL HAVE NO LIABILITY WHATSOEVER TO YOU OR ANY OTHER PERSON FOR OR ON ACCOUNT OF ANY INJURY, LOSS, OR DAMAGE, OF ANY KIND OR NATURE, SUSTAINED BY, OR ANY DAMAGE ASSESSED OR ASSERTED AGAINST, OR ANY OTHER LIABILITY INCURRED BY OR IMPOSED ON YOU OR ANY OTHER PERSON, ARISING OUT OF OR IN CONNECTION WITH OR RESULTING FROM YOUR MEMBERSHIP IN SLS OR YOUR USE OF ANY OF THE CONTENT OR SERVICES OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR MEMBERSHIP IN SLS OR YOUR USE OF THE CONTENT OR SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY SERVICE. WITHOUT LIMITING THE FOREGOING, IN NO CASE SHALL SLS OR THE RELEASEES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE, INCOME, PROFITS OR ANTICIPATED SAVINGS, LOSS OF CONTRACTS OR BUSINESS RELATIONSHIPS, LOSS OF REPUTATION OR GOODWILL, OR LOSS OR CORRUPTION OF INFORMATION OR DATA, ARISING FROM YOUR MEMBERSHIP IN SLS OR YOUR USE OF ANY OF THE CONTENT OR SERVICES OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR MEMBERSHIP IN SLS OR YOUR USE OF THE CONTENT OR SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY SERVICE.

BY USING THE SERVICES AND/OR THE CONTENT, YOU AGREE TO INDEMNIFY AND HOLD SLS AND THE RELEASEES HARMLESS FROM AND AGAINST ALL LIABILITY CLAIMS, DEMANDS, LOSSES, ACTIONS, COSTS, EXPENSES OR DAMAGES OF WHATEVER KIND OR NATURE WITH RESPECT TO (A) ANY CLAIMS ARISING OUT OF OR RELATING TO



YOUR BREACH OF THE AGREEMENT, (B) YOUR MEMBERSHIP IN SLS, (C) YOUR USE OF THE SERVICES OR CONTENT, (D) ANY ACTION TAKEN BY SLS AS PART OF ITS INVESTIGATION OF A SUSPECTED VIOLATION OF THE AGREEMENT OR AS A RESULT OF ITS FINDING OR DECISION THAT A VIOLATION OF THE AGREEMENT HAS OCCURRED, OR (E) THE ACTION, INACTION OR NEGLIGENCE OF SLS, THE RELEASEES OR OTHERWISE. YOU AGREE THAT YOU SHALL NOT SUE OR RECOVER ANY DAMAGES FROM SLS OR THE RELEASEES AS A RESULT OF SLS'S DECISION TO REMOVE OR REFUSE TO PROCESS ANY INFORMATION, TO WARN YOU, TO SUSPEND OR TERMINATE YOUR ACCESS TO THE SERVICES OR CONTENT, OR TO TAKE ANY OTHER ACTION DURING THE INVESTIGATION OF A SUSPECTED VIOLATION OR AS A RESULT OF SLS'S CONCLUSION THAT A VIOLATION OF THE AGREEMENT HAS OCCURRED. THIS WAIVER AND INDEMNITY PROVISION APPLIES TO ALL VIOLATIONS DESCRIBED IN OR CONTEMPLATED BY THE AGREEMENT.

SLS SHALL USE REASONABLE EFFORTS TO PROTECT INFORMATION SUBMITTED BY YOU IN CONNECTION WITH THE SERVICES, BUT YOU AGREE THAT YOUR SUBMISSION OF SUCH INFORMATION IS AT YOUR SOLE RISK, AND YOU HEREBY RELEASE SLS AND THE RELEASEES FROM ANY AND ALL LIABILITY TO YOU FOR ANY LOSS OR LIABILITY RELATING TO SUCH INFORMATION IN ANY WAY.

YOU, FOR YOURSELF, OR AS PARENT OR LEGAL GUARDIAN ON BEHALF OF A MEMBER WHO IS A MINOR, AND YOUR OF THE MINOR'S REPRESENTATIVE, ASSIGNS, HEIRS AND NEXT OF KIN, UNDERSTAND AND AGREE THAT: A) ATHLETIC ACTIVITIES, INCLUDING SWIMMING AND DIVING ACTIVITIES, INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH, AND OTHER RISKS, INCLUDING POTENTIAL SOCIAL AND ECONOMIC LOSSES AND PROPERTY DAMAGE COLLECTIVELY, THE "RISKS"); (B) THESE RISKS AND DANGERS MAY BE CAUSED BY THE MEMBER'S OWN ACTIONS OR INACTIONS, THE ACTIONS OR INACTIONS OF OTHERS PARTICIPATING IN THESE ACTIVITIES, THE CONDITION OR ENVIRONMENT IN WHICH THESE ACTIVITIES TAKE PLACE, OR THE NEGLIGENCE OF THIRD PARTIES; (C) THE MEMBER IS VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES AND IS UNDER NO OBLIGATION TO ENGAGE IN THESE ACTIVITIES; (D) THE MEMBER (WHETHER YOURSELF OR THE MINOR, AS APPLICABLE) IS QUALIFIED, IN GOOD HEALTH AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN THESE ACTIVITIES AS-IS, WITHOUT MODIFICATION, ACCOMMODATION, OR SPECIAL PERSONNEL; AND (E) THE MEMBER KNOWINGLY AND VOLUNTARILY ACCEPTS AND ASSUMES THESE RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES THE MEMBER INCURS AS A RESULT OF PARTICIPATION IN THESE ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OR CARELESSNESS OF THE RELEASEES OR OTHERWISE. EACH MEMBER AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND SLS AND THE RELEASEES FROM ANY AND ALL LOSSES, LIABILITIES, CLAIMS, DAMAGES, OR COSTS, INCLUDING ATTORNEYS' FEES, THAT THE MEMBER MIGHT INCUR AS A RESULT OF THE MEMBER ENGAGING IN THESE ACTIVITIES OR ASSUMING THE RISKS, WHETHER CAUSED BY THE NEGLIGENCE OR CARELESSNESS OF THE RELEASEES OR OTHERWISE.

SLS'S TOTAL LIABILITY TO YOU, AND YOUR SOLE AND EXCLUSIVE REMEDY, FOR ANY LOSS, DAMAGE OR LIABILITY SHALL BE LIMITED TO DAMAGES NOT TO EXCEED THE AMOUNT OF FEES PAID BY YOU TO SLS, WHETHER SUCH LOSS, DAMAGE OR LIABILITY RESULTS FROM BREACH OF CONTRACT, SLS'S CONCURRENT OR SOLE NEGLIGENCE

OR OTHERWISE, IRRESPECTIVE OF WHETHER ANY CLAIM YOU ASSERT AGAINST SLS IS MADE IN CONTRACT, TORT, EQUITY OR OTHERWISE.

## **TERMINATION AND SUSPENSION OF SERVICES**

SLS may (a) deny a Member's membership, (b) preclude, suspend, or terminate a Member's access to the Services, or the Content (c) suspend, revoke or terminate a Member's license to the Content, or (d) suspend, revoke or terminate a Member's membership, for any reason whatsoever, including, but not limited to, those mentioned below. In each case, the Member will remain liable to SLS for all amounts due or owed to SLS up to and including the date of termination.

- Member is not in good financial standing with SLS. A Member is not in good financial standing with SLS if for more than sixty (60) days the Member has (a) outstanding debt due or owed to SLS; (b) outstanding charges due or owed to SLS; or (c) given SLS a check or other negotiable instrument that has been returned for insufficient funds and which remains outstanding.
- SLS has reasonable cause to believe that a Member has engaged in sexual misconduct. For the purposes of this subsection, reasonable cause shall exist when: (a) criminal or civil charges have been filed against a Member alleging sexual misconduct; (b) the Member has been convicted of a crime involving sexual misconduct; (c) allegations of sexual misconduct against the Member of reasonable probative value have been submitted to SLS; or (d) the Member has been accused of sexual misconduct.
- Member has been accused or convicted of, or pleaded nolo contendere to, a felony or any crime involving moral turpitude, including, without limitation, any crime against a child.
- Member has a substantial criminal history. For the purposes of this subsection, a Member has a substantial criminal history when the membership background check yields a negative report using criteria approved by SLS.
- Member fails to disclose a felony conviction or sexual misconduct or submits a membership application containing information that is false.
- Member fails to comply with any rules, policies or regulations of SLS, including, without limitation, any provisions, terms, rules or conditions of the Agreement or, if applicable, the Youth Protection Program or Risk Management Program.

SLS further reserves the right to modify, suspend, or discontinue the Content or Services (or any part thereof) at any time with or without notice to you, and SLS will not be liable to you or to any third party should it exercise such rights.

## **INSURANCE COVERAGE ELIGIBILITY**

In order for any Team Member or League Member to be eligible for insurance coverage as part of the Services, such Team Member or League Member, as applicable, shall have adopted a youth protection program no less protective than the program attached hereto at Exhibit A (the "Youth Protection Program") and a risk management program no less protective than the program attached hereto at Exhibit B (the "Risk Management Program" and together with the Youth Protection Program, the "Programs"). NOTWITHSTANDING ANYTHING TO THE CONTRARY

CONTAINED IN THE AGREEMENT: (A) EACH OF THE PROGRAMS ATTACHED HERETO IS A SAMPLE PROGRAM AND MEANT TO PROVIDE GENERAL POLICIES AND EDUCATIONAL AWARENESS TRAINING AND IS NOT AN ALL ENCOMPASSING PROGRAM; (B) EACH PROGRAM MAY CONTAIN INCORRECT INFORMATION OR MAY OMIT CRITICAL INFORMATION; (C) EACH MEMBER SHOULD CONSULT OTHER SOURCES AND EXPERTS IN ORDER TO CUSTOMIZE THEIR OWN PROGRAMS, INCLUDING, WITHOUT LIMITATION, IDENTIFYING ANY STATE-SPECIFIC REQUIREMENTS OR OTHER APPLICABLE LAWS OR REGULATIONS; (D) NO LEGAL ADVICE IS BEING PROVIDED BY SLS OR THE RELEASEES WHATSOEVER; (E) THE PURPOSE OF EACH PROGRAM IS TO REDUCE THE RISK OF LIABILITY; (F) EACH PROGRAM IS NOT A SAFETY PROGRAM AND DOES NOT GUARANTEE THE SAFETY OF MEMBERS, SPECTATORS, PARTICIPANTS, OR THIRD PARTIES; (G) SLS AND THE OTHER RELEASEES DISCLAIM ANY AND ALL LIABILITY RESULTING FROM THE DISSEMINATION OR USE OF EITHER PROGRAM; AND (H) IN EXCHANGE FOR RECEIPT OF THIS INFORMATION, EACH MEMBER AGREES TO HOLD HARMLESS AND INDEMNIFY SLS AND THE RELEASEES FROM AND AGAINST ANY CLAIMS, LIABILITY, OR LOSSES BASED UPON OR ARISING FROM THE USE OF (OR RELIANCE UPON) EITHER PROGRAM OR OF BODILY INJURY, PROPERTY DAMAGE, OR OTHER DAMAGES (INCLUDING REASONABLE ATTORNEYS' FEES) TO THEMSELVES OR THIRD PARTIES.

## **GOVERNING LAW; DISPUTE RESOLUTION**

If a dispute arises out of or relates to your membership with SLS or the Agreement, and as a pre-condition to pursuing any civil action or claim or seeking damages against SLS, you agree first to submit any dispute to non-binding mediation before resorting to arbitration, litigation or some other dispute resolution procedure. The parties agree to participate in good faith in the mediation and negotiations related thereto for a period of thirty (30) days or such longer period as the parties may mutually agree.

The Agreement and the relationship between you and SLS shall be governed by the laws of the State of Arizona, excluding its conflicts of law provisions. The Agreement is intended to be as broad and as inclusive as permitted by the laws of the State of Arizona. You and SLS agree to submit to the personal and exclusive jurisdiction of the courts located within the County of Maricopa, Arizona, to resolve any dispute or claim relating to or arising from the Agreement or your membership with SLS.

## **AGENCY**

Membership in SLS does not create an agency relationship. The authority of any Member providing services to SLS shall be limited to the terms of the agreement for such services. SLS does not organize clubs, teams or events, and does not select coaches, club managers or other similar positions. Members shall not represent themselves to be agents of SLS without SLS's specific prior written authorization. Nothing in the Agreement shall constitute or be deemed to constitute a partnership or joint venture between any Member and SLS, or constitute or be deemed to constitute any Member being or becoming the agent or employee of SLS for any purpose whatsoever. No Member shall have authority or power to bind SLS or to contract in the name of, or create a liability against, SLS in any way or for any purpose.

## **MISCELLANEOUS**

The Agreement (including the other documents and agreements incorporated herein) constitutes the entire agreement between you and SLS and governs your use of the Services and your membership with SLS, superseding any prior agreements with respect to the same subject matter between you and SLS. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content, third-party software, or additional services. If any part of the Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. SLS's failure to enforce any right or provisions in the Agreement will not constitute a waiver of such or any other provision. SLS will not be responsible for failures to fulfill any obligations due to causes beyond its control. SLS may revise or supplement the terms of the Agreement from time-to-time in its sole discretion. Revised terms and conditions will apply to your membership in SLS and the use of the Services and Content from the date of the publication of the revised terms and conditions.

You agree to comply with all local, state, federal, and national laws, statutes, ordinances, and regulations that apply to your membership in SLS and your use of the Content and Services. Your use of the Services may also be subject to other laws.

SLS may transfer or assign its rights or obligations under the Agreement without notifying you or obtaining your consent. You may not transfer, assign, license, subcontract, sublicense or encumber your rights or obligations under the Agreement without the prior written consent of SLS.

You agree and consent to receive written or oral communications, including, but not limited to, e-mails, facsimiles, mail-outs, advertisements and telephone calls, from SLS and the Releasees. SLS may notify you with respect to your membership in SLS or the Content or Services or additional information related thereto by sending any such communications, including by e-mail. Notices shall become effective immediately.

You hereby grant SLS the right to take steps SLS believes are reasonably necessary or appropriate to enforce or verify compliance with any part of the Agreement. You agree that SLS has the right, without liability to you, to disclose any data or information to law enforcement authorities, government officials, or a third party, as SLS believes is reasonably necessary or appropriate to enforce or verify compliance with any part of the Agreement.

You must be age 18 to use the Services. Children under the age of majority shall review the Agreement with their parent or guardian to ensure that the child and parent or legal guardian understand it. A parent or legal guardian must sign or enter into the Agreement on behalf of a minor, and by doing so, represent and warrant that they have the full legal capacity to sign or enter into the Agreement on behalf of such minor.

By accepting and agreeing to the Agreement, you acknowledge and agree that: (a) you have read the Agreement in full and voluntarily agree to the terms hereof; and (b) no oral representations, statements or inducements apart from the foregoing written agreement have been made by or on behalf of SLS or the Releasees.

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## **EXHIBIT A**

### **SUMMER LEAGUE SWIMMING SAMPLE YOUTH PROTECTION PROGRAM**

Summer League Swimming is committed to improving the development, safety and welfare of summer league and club swimmers. There are a lot of reasons to swim – at any level. Swimming should be the first sport taught to a child because it can literally save that child’s life. While children may start swimming to have fun and spend time with friends, it will often develop into a lifetime activity. Swimming also encourages a healthy lifestyle, builds self-confidence, and helps develop youth for life outside the pool. Through swimming, children learn goal-setting, teamwork and time management skills. Swimmers are less likely to use cigarettes, drugs and alcohol. They also have higher graduation rates and are more likely to attend college.

The purpose of the SLS Youth Protection Program is to reduce and/ or prevent the occurrences of misconduct in swimming as well as reduce the potential liability for your organization.

#### **The SLS Youth Protection Program applies to:**

- All SLS Members:
  - Coaches
  - Volunteers
  - Officials
  - Employees
  - Swimmers age 18 or older
- Participating non-members (e.g. event organizers, timers, computer operators),
- Team/League adult staff and board members,
- Any other adult authorized to have regular contact with or authority over minor swimmers.

**The term “Applicable Adult” will be used collectively for the purposes of this Program.**

**SLS Member teams and leagues are required to implement the SLS Youth Protection Program. The SLS Youth Protection Handbook must be reviewed and agreed to by all coaches, parents, employees, volunteers, swimmers over 18, and any other adult having direct contact with a child. SLS Member teams and leagues should have a signed copy on file on an annual basis.**

**It is recommended SLS Member Teams and Leagues review the US Center for Safe Sport’s additional [FREE TRAINING](#) on keeping children safe.**

## **APPLICANT MEMBERSHIP SCREENING**

All applicants for membership must complete the appropriate registration form:

Coach Certification: <https://www.summerleagueswimming.com/swim-coach-certification/>

Background Check: <https://www.summerleagueswimming.com/background-check/>

## **CRIMINAL BACKGROUND CHECKS**

All applicants who are 18 years of age or older will be required to undergo a criminal background check that complies with the FCRA before becoming a member of the SLS. When an applicant registers for membership, there will be a link directing the applicant to the page to obtain the background check.

### **FREQUENCY OF CRIMINAL BACKGROUND CHECKS**

Criminal background checks will be conducted on at least an annual basis or as otherwise required by law, for all SLS members who are 18 years of age or older.

### **AFFIRMATIVE DUTY TO DISCLOSE**

If, during the course of membership in the SLS, an SLS member is accused, arrested, indicted or convicted of a criminal offense against a child, it is the duty and responsibility of the SLS member to notify the local authorities and the SLS Office immediately.

Please refer to the Summer League Swimming Membership Terms & Limitations Policy above for further information on background check policies and procedures.

## **COACH CERTIFICATION**

All registered coaches are required take the SLS/Positive Coaching Alliance Coach Certification Course as part of gaining membership into the SLS. Team administrators, club directors, volunteers, parents, and Applicable Adults are encouraged to take the course.

This Summer League Swimming training program will give coaches the tools they need to help youth swimmers improve. SLS's online course is filled with powerful coaching tools that are based on the latest research in sports psychology and reflect the "best practices" of elite coaches and swimmers, including Jack Bauerle, Harvey Humphries, Gunnar Bentz, Natalie Hinds, Nic Fink, and Olivia Smoliga, just to name a few.

Please click <https://www.summerleagueswimming.com/swim-coach-certification/> and then select "JOIN NOW."

## **SWIMMER PROTECTION GUIDELINES**

### **MISCONDUCT**

Misconduct refers to conduct and behaviors that are considered harmful to the psychological and physical health of swimmers and other individuals, regardless of age.

**All forms of misconduct including grooming, sexual, emotional, physical, bullying, harassment and hazing are prohibited behavior by Applicable Adults.**

### **GROOMING**

Grooming is an intentional and effective strategy that sexual predators use to set up and prepare victims, parents, and staff to gain a position of trust and lower their defenses, which assists in the preparation of the misconduct. The steps in the grooming process are as follows:

1. Identify a child and determine his or her vulnerable areas or whose needs are not being met (such as, being misunderstood, lack of attention by parents, lack of spending money, absent parents, low self-esteem, etc.),
2. Fill in the missing needs of the child (by providing attention, transportation, help with homework, special favors, confiding in secrets, spending money on gifts, etc.) to create a “special bond” and gain trust,
3. Gain trust of family by spending a disproportionate amount of time with them,
4. Desensitize the child to touch,
5. Spend time alone with the child and urge him/her to keep secrets,
6. Isolate the child to create one on one opportunities,
7. Gradually use boundary invasions that start off with inappropriate electronic communications and photo sharing, tickling, wrestling, massages, alcohol, drugs, pornography, etc., that lead to nudity and sexual activity,
8. Maintain control and silence to keep the sexual abuse hidden,
9. Use shame or fear as motivating factors to continue the relationship.

All individuals who understand the grooming process and the policies that are meant to prevent through education are likely to identify it and notify the appropriate authorities of suspicious behaviors.

### **SEXUAL MISCONDUCT, including Sexual Abuse**

Sexual misconduct is defined as:

- Any touching or non-touching sexual interaction that is nonconsensual or forced or perpetrated in an aggressive, harassing, exploitative or threatening manner,
- Any sexual interaction between a swimmer and an individual with direct, indirect, or evaluative authority. Such relationships usually involve an imbalance of power, disparity in age, development or size, or intellectual capabilities; the existence of an aggressor and are likely to impair judgment or be exploitative
- Any act or conduct described as sexual abuse or misconduct under federal or state law (e.g. sexual abuse, sexual exploitation, rape).

Sexual misconduct can be between adults, between an adult and a minor, or between minors.

**Note: Minors do not have the legal capacity to consent to sexual activity with an adult, and as a result all sexual interaction between an adult and a minor is strictly prohibited.**

**Note: An imbalance of power is always assumed between a coach and a minor swimmer.**

Types of sexual misconduct include:

- Sexual Assault
- Sexual Harassment
- Sexual Abuse
- Any other equal intimacies that exploit a swimmer.

Sexual Misconduct of any kind can include Touching Offenses and Non-Touching Offenses.

#### **Examples of Touching Offenses:**

- Fondling a swimmer's breasts or buttocks
- Providing sports-related reward (e.g., team placement, scores, feedback) in exchange for sexual favors
- Sexual penetration and sexual touching
- Genital contact
- Sexual relations or intimacies between Applicable Adults and minor when the Applicable Adult is in a position of trust, authority, control, and/or evaluative decision making over the minor.

#### **Examples of Non-Touching Offenses:**

- Making innuendos, comments, or jokes of a sexual nature about a swimmer or other behavior that is sexually harassing
- An Applicable Adult discussing his or her sex life with a swimmer
- Questioning a swimmer about his or her sex life
- An Applicable Adult requesting or sending a nude or revealing photo to swimmer
- Exposing swimmers to pornographic material
- Voyeurism
- Sending swimmers communications or photos, whether electronic (ex. sexting) or otherwise, of a sexually suggestive or explicit nature
- Deliberately exposing a swimmer to sexual acts
- Deliberately exposing a swimmer to nudity (except for shared locker room or changing areas)
- Verbal or Non-Verbal communication of a sexual nature, physical advances, or sexual solicitation.

The following situations are NOT defenses under any circumstances to an allegation of sexual misconduct:

- Consent of the minor
- Mistaking the age of the minor
- That the interaction did not take place during a sanctioned event of a member team or league

#### **Peer-to-Peer Child Sexual Misconduct**

Approximately 1/3 of all sexual abuse cases are child peer-to-peer. Whether or not a sexual interaction between children constitutes child sexual abuse turns on the existence of an



aggressor, the age difference between the children, and/or whether there is an imbalance of power and/or intellectual capabilities.

## **EMOTIONAL MISCONDUCT**

Emotional misconduct involves a pattern of intentional, non-contact behavior that causes or has the potential to cause psychological or emotional harm to a swimmer. Physical acts, verbal acts, or acts that deny support or attention are included in these behaviors.

### **Examples of Emotional Misconduct:**

- Verbal Acts: A pattern of verbal behaviors that personally attack a swimmer (calling them disgusting, worthless, or fat) or repeatedly screaming at swimmers in a way that does not serve a legitimate or motivations training purpose
- Physical Acts: A pattern of physically aggressive behaviors, such as throwing or punching sports equipment or other objects in the presence of swimmers
- Acts that Deny Support or Attention: A pattern of ignoring or excluding a swimmer during a practice or team discussions for an extended period of time

### **Exceptions to Emotional Misconduct**

Emotional misconduct does not include generally accepted and age-appropriate coaching methods of skill enhancement, physical conditioning, team building, appropriate discipline or improving athletic performance.

**Note:** a single incident such as a verbal outburst may be inappropriate but does not constitute emotional misconduct. Emotional misconduct requires a pattern of harmful behaviors over time.

## **PHYSICAL MISCONDUCT**

Physical misconduct includes:

- Intentional physical contact or threat of such that causes or has the potential to cause personal injury or bodily harm
- Any act or conduct described as physical abuse under state or federal law, such as assault, child neglect, and child abuse

### **Examples of Physical Misconduct include:**

#### **Contact Offenses**

- Punching, beating, biting, striking, choking or slapping a swimmer
- Intentionally hitting a swimmer with objects or sporting equipment
- Providing alcohol to a swimmer under the legal drinking age
- Providing illegal drugs or non-prescription medications to any swimmer
- Encouraging or permitting a swimmer to return to play following an injury (eg. concussion) or sickness prematurely or without the clearance of a medical professional
- Prescribing dieting or other weight-control methods and without regard for the health of the swimmer (e.g., weigh-ins, caliper tests)

#### **Non-Contact Offenses**

- Isolating a swimmer in a confined space (e.g., locking a swimmer in a small space)

- Forcing a swimmer to assume a painful stance or position for no athletic purpose (e.g. requiring a swimmer to kneel on a harmful surface)
- Withholding, recommending against or denying adequate hydration, nutrition, medical attention, or sleep

### **Exception to Physical Misconduct**

Physical misconduct does not include professionally accepted coaching methods of skill enhancement, physical conditioning, team building, appropriate discipline or improving swimmer performance. For example, hitting, punching, and kicking are well-regulated forms of contact in combat sports, but have no place in swimming.

## **BULLYING**

Bullying involves an intentional and repeated pattern of committing or intentionally allowing or not preventing behaviors that are intended to cause physical harm, fear of humiliation in an effort to socially isolate, diminish, or exclude another swimmer physically, emotionally, or sexually.

Bullying can occur through verbal, written, or electronic communications, or by means of a physical gesture or act.

### **Examples of Bullying:**

- **Physical:** Hitting, pushing, punching, beating, biting, striking, kicking, choking, spitting, or slapping; throwing objects such as sports equipment at another swimmer.
- **Verbal:** Teasing, ridiculing, taunting, name-calling, or intimidating, or threatening to cause someone harm.
- **Social, including Cyberbullying:** Using electronic communication, social media or similar to harass, frighten, intimidate, or humiliate someone; using rumors or false statements about someone to diminish that person's reputation; socially excluding someone and asking others to do the same.
- **Sexual:** Teasing, ridiculing, or taunting based on gender or sexual orientation (real or implied), gender traits or behavior (e.g., taunting someone for being too effeminate or too masculine), or teasing someone about their looks or behavior as it relates to sexual attractiveness.

It is often not the staff, but other swimmers who perpetrate bullying. However, it is a violation if a staff member knows or should have known of bullying behavior but takes no action to intervene on behalf of the targeted swimmer(s).

A swimmer or parent/guardian who participates in any act of bullying is subject to appropriate disciplinary action including but not limited to suspension, permanent ban, and referral to law enforcement authorities.

### **Difference Between Mean, Rude, and Bullying Behavior**

Mean is defined as purposefully saying or doing something to hurt someone very infrequently. Rude is defined as inadvertently saying or doing something that hurts someone else. Bullying is defined as intentionally aggressive behavior repeated over time that involves an imbalance of power. Mean or rude conduct does not rise to the level of bullying absent the imbalance of power but may otherwise be a code of conduct violation and treated as such.

## **Exceptions to Bullying**

Bullying does not include group or team behaviors to encourage a culture of team unity and/or harder training effort.

## **HARRASSMENT**

Harassment is a pattern of physical or nonphysical behaviors that cause annoyance, fear, or humiliation; degrade or offend; reflect a discriminatory bias; or create a hostile environment for the purpose of creating superiority, dominance, or power over an individual swimmer or swimmers based on gender, gender identity, gender expression, sexual orientation, ethnicity, race, culture, national origin, or physical or mental disability. It also includes any conduct or acts defined as harassment under state or federal law.

### **Examples of Harassment:**

- Name-calling
- Taunts
- Threats
- Belittling
- Stalking
- Unwelcome advances and requests for sexual acts
- Undue threats to perform or succeed
- Sexual Harassment
  - Sexual advances
  - Requests for sexual favors
  - Verbal or physical behaviors of a sexual nature that are sufficiently severe, persistent or pervasive and objectively offensive to negatively affect a swimmer's performance

## **HAZING**

Hazing includes any behavior which is physically harmful, humiliating, intimidating, or offensive. Hazing typically is an initiation activity that is a precondition for being socially acceptable or joining a team. It also includes any act that is described as hazing under federal or state law.

### **Examples of Hazing:**

- Using force of peer pressure to require the consumption of alcoholic beverages or illegal drugs
- Restraining a person through tying or taping
- Requiring simulations of acts of a sexual nature
- Deprivation of sleep
- Withholding of water and/or food
- Requiring public action that are illegal, embarrassing, or socially unacceptable (e.g. public nudity)
- Paddling, branding, beating or any other form of physical assault
- Requiring excessive training

### **Exceptions to Hazing**

Hazing does not include group or team activities that are meant to establish normative team behaviors or promote team cohesion.

### **Examples of Hazing Exceptions:**

- Allowing junior swimmers to carry senior swimmers' equipment into the locker room after practice
- Encouraging junior swimmers to arrive early and set up training equipment
- Giving senior swimmers first preference in team assignments, responsibilities, accommodations, facilities, or equipment

## **WILLFULLY TOLERATING MISCONDUCT**

Failure to report forms of misconduct may result in a violation of State law.

## **SUPERVISION OF SWIMMERS**

During training and competition, the SLS strives to create two-deep leadership and minimize one-on-one interactions to create a safer training environment and to protect swimmers.

## **ONE-ON-ONE INTERACTIONS**

### **Observable and Interruptible**

One-on-One interactions between a minor and an Applicable Adult (who is not the minor's legal guardian) must occur at an observable and interruptible distance from another adult unless meeting with a Mental Health Care Professional and/or Health Care Provider (see below), or under emergency circumstances.

### **Meetings with a Minor Swimmer**

A one-on-one meeting may be necessary to address a swimmer's concerns, training program, or competition schedule. Under these circumstances, Applicable Adults are to observe the following guidelines:

- Meetings between a minor swimmer and an Applicable Adult may only occur if another adult is present and where interactions can be easily observed and at an interruptible distance from another adult, except under emergency circumstances.
- When possible, an individual meeting should take place in a publicly visible and open area, such as the corner of a gym or pool deck.
- If an individual meeting is to take place in an office, the door should remain unlocked and open. If available, it must occur in a room that has windows, with the windows, blinds, and/or curtains remaining open during the meeting.
- If a closed-door meeting is necessary, the coach, staff member and/or volunteer must have another person in attendance and ensure the door remains unlocked.

### **Individual Training Sessions**

An individual training session(s) with a swimmer may also be desired or necessary. Under these circumstances, written permission of a minor swimmer's parents or guardians is recommended in advance of the individual training session(s), and the SLS encourages parents and guardians to attend the training session.

## **Monitoring**

When one-on-one interactions between Applicable Adults and minor swimmers occur, Applicable Adults will monitor these interactions. Monitoring includes knowing that a one-on-one interaction is occurring, the approximate planned duration of the interaction, and randomly dropping in on the one-on-one.

## **Out of Program Contact**

Applicable Adults are prohibited from interacting one-on-one with unrelated minor swimmers in settings outside of the program that are not observable and interruptible (including to, but not limited to, one's home and individual transportation), unless the parent/legal guardian consent is provided for each out-of-program contact. Nonetheless, such arrangements are strongly discouraged.

## **Prohibited one-on-one interactions with swimmers**

Except as set forth above, minor swimmers should not be left unattended or unsupervised during club activities. Applicable Adults are prohibited from being alone with an individual swimmer in any room or building. Social activities and fundraising events shall not be conducted on a one-on-one basis. These activities should include the entire team.

## **PHYSICAL CONTACT WITH SWIMMERS**

Appropriate physical contact between swimmers and Applicable Adults is a productive and inevitable part of sport. Swimmers are more likely to acquire advanced physical skills and enjoy their sport participation through appropriate physical contact. However, guidelines for physical contact must be set to reduce the potential for misconduct in sport.

### **APPROPRIATE PHYSICAL CONTACT**

#### **Common Criteria for Appropriate Physical Contact**

Physical contact with swimmers – for safety, consolation, and celebration – has multiple criteria in common which make them both safe and appropriate. These include:

- the physical contact must take place in public
- there is no potential for physical or sexual intimacies during the physical contact
- the physical contact is for the benefit of the swimmer, not to meet an emotional or other need of an adult

### **Supervision**

The supervision of our swimmers is paramount and in many instances we make the athletic space safer through appropriate physical contact. Examples include:

- spotting a swimmer so that they will not be injured by a fall or piece of equipment
- positioning a swimmer's body so that they more quickly acquire an athletic skill, get a better sense of where their body is in space, or improve their balance and coordination
- making swimmers aware that they might be in harm's way because of other swimmers practicing around them or because of equipment in us.

### **Celebration**

Sports are physical by definition and we recognize swimmers often express their joy of participation, competition, achievement and victory through physical acts. We encourage these public expressions of celebration, which include:

- greeting gestures such as high-fives, fist bumps, and brief hugs

- congratulatory gestures such as celebratory hugs, “jump arounds” and pats on the back for any form of athletic or personal accomplishment

### **Consolation**

It may be appropriate to console an emotionally distressed swimmer (e.g., a swimmer who has been injured or has just lost a competition). Appropriate consolation includes:

- publicly embracing a crying swimmer
- putting an arm around a swimmer while verbally engaging them in an effort to calm them down (“side hugs”)
- lifting a fallen swimmer off the playing surface to encourage them to continue competition

### **PROHIBITED PHYSICAL CONTACT**

Prohibited forms of physical contact:

- asking or having a swimmer sit in the lap of a coach, administrator, staff member or volunteer
- lingering or repeated embraces of swimmers that go beyond the criteria set forth for physical contact
- slapping, hitting, punching, kicking or any other physical contact meant to discipline, punish or achieve compliance from a swimmer
- “cuddling” or maintaining prolonged physical contact during any aspect of training, travel or overnight stay
- playful, yet inappropriate contact that is not a part of regular training (tickling, “horseplay,” or wrestling)
- continued physical contact that makes a swimmer obviously uncomfortable, whether expressed or not
- any contact that is contrary to a previously expressed personal desire for decreased or no physical contact, where such decreased contact is feasible in a competitive training environment.

summer league

SWIMMING

## **ELECTRONIC AND SOCIAL MEDIA COMMUNICATIONS CONTACT**

### **CONTENT**

All electronic communication, including email, texting and social media from Applicable Adults to minor swimmers must be professional in nature and for the purpose of communicating information about team activities.

### **OPEN AND TRANSPARENT**

- Absent emergency circumstances, if an Applicable Adult with authority over a minor swimmer needs to communicate directly with a minor swimmer via electronic communications (including social media), another Applicable Adult or the minor's legal guardian will be copied.
- If a minor swimmer communicates to the Applicable Adult (with authority over the minor swimmer) privately first, the Applicable Adult should respond to the minor swimmer with a copy to another Applicable Adult or the minor's legal guardian.
- When an Applicable Adult with authority over a minor swimmer communicates electronically to the entire team, the Applicable Adult will copy another adult.

### **REQUEST TO DISCONTINUE**

Legal guardians may request in writing that their minor swimmer not be contacted through any form of electronic communication by your organization or by the Applicable Adults subject to this policy. Your organization will abide by any such request that their minor swimmer will not be contacted via electronic communication, or included in any social media post, absent emergency circumstances.

### **HOURS**

Electronic Communication must only be sent between the hours of 8:00 am and 8:00 pm, unless emergency circumstances exist, or during competition travel.

### **PROHIBITED ELECTRONIC COMMUNICATION**

Applicable Adults with authority over minor swimmers are not permitted to maintain private social media connections with unrelated minor swimmers and such Applicable Adults are not permitted to accept new page requests on social media platforms from minor swimmers, unless the Applicable Adult has a fan page, or the contact is deemed as celebrity contact as opposed to regular contact. Existing social media connections with minor swimmers must be discontinued. Minor swimmers may "friend" or "like" the team/league's official page.

### **SOCIAL MEDIA, including Facebook, Twitter, Instagram, Snapchat, etc**

SLS Member Teams and Leagues may create an official social media account which may connect with other staff, swimmers, and parents/guardians for the purpose of official organization communications about activities, motivation, team building, and answering posts from staff, swimmers, and answering posts from staff, swimmers, and parents/guardians.

Applicable adults and minor swimmers should not connect on social media outside of your organization's official social media account.

### **EMAIL, TEXTING, AND SIMILAR ELECTRONIC COMMUNICATIONS**

Applicable adults and swimmers may communicate via email, text, or instant message if the communication is about official organization activities. When a minor swimmer is involved in the communication, the parent/guardian of the minor swimmer should be copied on all communications.

## **ELECTRONIC IMAGERY**

From time to time, digital photos, videos of practice or competition, and other publicly obtainable images of swimmer – individually or in groups – may be taken. These photos and/or videos may be submitted to local, state or national publications, used in club videos, posted on club or club associated websites, or offered to the club families seasonally on disc or other electronic form. Before publishing a photo or video of any minor swimmer, your organization should obtain an image release agreement from signed by the parent/guardian.

All photos should be taken in public view, should be appropriate in content, and in the best interest of the swimmer and your organization.

Your organization should immediately honor any request from a parent/guardian to discontinue all digital communications or imagery with a minor swimmer without any repercussions.

Violations of the SLS social media and electronic communications policy should be reported to the RMO, team presentative, or board member for appropriate disciplinary action, including but not limited to suspension, permanent suspension, and/or referral to law enforcement.

## **MISCONDUCT**

Social media and electronic communications can also be used to commit misconduct (e.g., emotional, sexual, bullying, harassment, and hazing). Such communications by coaches, volunteers, administrators, officials, staff, parents or swimmers are not acceptable and are considered violations of our Youth Protection Handbook.

## **LOCKER ROOMS AND CHANGING AREAS**

### **REQUIREMENT TO USE LOCKER ROOM OR CHANGING AREA**

The designated locker room or changing area must be used when a swimmer or Applicable Adult changes, in whole or in part, into or out of a swimsuit when wearing one suit (i.e. no deck changing allowed).

### **MIXED-GENDER TEAMS**

If the team consists of both male and female swimmer, both female and male privacy rights must be given consideration and appropriate arrangements made. If separate locker rooms are not available, then the swimmers will take turns using the locker room to change.

### **USE OF RECORDING DEVICES**

Use of any device's (including a cell phone's) recording capabilities, including voice recording, still cameras and video cameras in locker rooms, changing areas or similar spaces is prohibited.

### **UNDRESS**

An unrelated Applicable Adult must not expose his or her breasts, buttocks, groin, or genitals to a minor swimmer under any circumstances. An unrelated Applicable Adult must not request an unrelate minor swimmer to expose the minor swimmer's breast, buttocks, groin, or genitals to the unrelated Applicable Adult under any circumstances.

### **ONE-ON-ONE INTERACTIONS**

Except for swimmers on the same team, at no time are unrelated Applicable Adults permitted to be alone with a minor swimmer in a locker room or changing area.



## **MONITORING**

Locker rooms and changing areas should be regularly and randomly monitored to ensure compliance with these policies.

Regular and random monitoring minimizes the risk of bullying and hazing and ensure minor swimmers are not left unsupervised in locker rooms and changing areas.

## **CHECKING ON MINOR SWIMMERS**

Applicable Adults make every effort to recognize when a minor swimmer goes to the locker room or changing area during practice and competition and, if they do not return in a timely fashion, will check on the minor swimmer's whereabouts.

## **LEGAL GUARDIANS IN LOCKER ROOMS AND CHANGING AREAS**

Legal Guardians are discouraged from entering locker rooms and changing areas unless it is truly necessary. In those instances, it should only be a same-sex legal guardian when other minor swimmers are in the same locker room or changing area. If this is necessary, legal guardians should let an Applicable Adult know in advance.

## **REPORTING GUIDELINES**

### **REPORTING CHILD SEXUAL ABUSE OR CHILD PHYSICAL ABUSE**

#### **When to Report**

Any member, swimmer, or parent who has a reasonable suspicion of child sexual abuse/misconduct or child physical abuse/misconduct committed by another member must report the abuse within 24 hours.

#### **Where to Report**

Any report of child sexual abuse/misconduct or child physical abuse/misconduct or reasonable suspicions of misconduct or abuse will be taken seriously and handled appropriately. Every SLS member should report suspicions or allegations of child physical or sexual abuse to:

- the appropriate law enforcement authorities as required by state and federal law,
- the RMO, Team Representative, or Board Member, and
- the SLS National Office.

The RMO, Team Representative, or Board Member should separately report such allegations to the appropriate law enforcement authorities as required by state and federal law. Failure to report such misconduct may be a violation of state and/or federal law. Any attorney should be consulted prior to reporting for advice on immunity and applicable state and federal law.

**The SLS does not investigate suspicions or allegations of child sexual abuse or child physical abuse or attempt to evaluate the credibility or validity of such allegations as a condition for reporting to the appropriate law enforcement authorities.**

Consult the following resources for assistance with state and federal reporting requirements:

- Child Welfare Information Gateway: [childwelfare.gov](http://childwelfare.gov)
- Mandatory Reporters of Child Abuse and Neglect:  
[http://www.childwelfare.gov/systemwide/laws\\_policies/statutes/manda.cfm](http://www.childwelfare.gov/systemwide/laws_policies/statutes/manda.cfm)
- State Statute Search: [http://www.childwelfare.gov/systemwide/laws\\_policies/state/](http://www.childwelfare.gov/systemwide/laws_policies/state/)

## **HOW TO REPORT**

When making a report to the SLS, provide the following information:

- the name and contact information of the person making the report
- the type of misconduct alleged, and the name(s) of the individual(s) alleged to have committed the misconduct
- date of the incident
- name of the alleged victim

Email any reports to [leah@slswimming.com](mailto:leah@slswimming.com)

### **AFTER REPORTING TO LAW ENFORCEMENT**

After a report of reasonable suspicion of misconduct to law enforcement has been made, whether for reasons of child sexual abuse, child physical abuse, or other illegal reportable misconduct, the MO and/or MC should take the following actions:

- Do not engage in any internal investigations or attempt to investigate the credibility of any such allegation. An independent investigation may interfere with the investigation of law enforcement. Allow law enforcement to conduct its own investigation. However, the RMO, Team Representative, or Board Member may ask a few clarifying questions of the complainant or minor(s) involved to adequately report the suspicion to law enforcement.
- To the extent permitted by law and appropriate, the RMO, Team Representative, or Board Member should protect the names and confidentiality of the complainant (if requested), the accused, and the victims.
- Immediately remove the accused staff member from his/her duties. No hearing is required, and the accused has no right to defend himself/herself at this point because the safety and well-being of the participant is of utmost importance. The RMO, Team Representative, or Board Member may simply notify the accused staff member that he/she is no longer eligible to participate in the organization's activities.
- After consulting with legal counsel, the RMO, Team Representative, or Board Member may decide at their discretion to inform other staff members, parents, and participants of any child sexual abuse or child physical abuse allegations that law enforcement is actively investigating, in an effort to find out if there may be other cases of child abuse that should also be reported to law enforcement.
- Once the investigation by law enforcement has concluded, the RMO, Team Representative, or Board Member may reconvene to determine whether or not the accused can be reinstated or reassigned. Even if the investigation is inconclusive, the RMO, Team Representative, or Board Member may use its discretion in deciding on reinstatement or reassignment.

### **CONFIDENTIALITY**

To the extent permitted by law, and as appropriate, the SLS, Member Teams, and Member Leagues should keep confidential the names of those making the report (on request), and not make public the names of potential victims, the accuser, or the perpetrator.

### **IMMEDIATE NOTIFICATION**

When an allegation of child physical or sexual abuse is made against a staff member, youth and/or volunteer, the SLS may immediately notify the member that he or she is ineligible to participate in any SLS activities. As necessary, the SLS may suspend or change the assignment of a staff member and/or volunteer.

All SLS members are mandatory reporters. Failure to report to local law enforcement and the SLS National Office will subject the individual(s) to be removed from SLS membership.

## **ADDITIONAL TRAINING ON CHILD ABUSE**

For additional training on child abuse and its prevention, please visit:

<https://athletesafety.org/training/index>

## **REPORTING OTHER MISCONDUCT, INCLUDING EMOTIONAL ABUSE, BULLYING, HARASSMENT, HAZING, OR GROOMING BEHAVIOR**

Any member, swimmer, or parent who has a reasonable suspicion of emotional abuse, bullying, harassment, hazing, or grooming behavior should report within 24 hours such misconduct to the RMO, Team Representative, or a Board Member. Depending on the severity and nature of the allegations, the person reported to should determine whether to immediately report such allegation within 24 hours to the appropriate law enforcement authorities as required by state or federal law.

## **HOW TO REPORT ALL MISCONDUCT TO YOUR TEAM OR LEAGUE**

When making a report to your Team or League, provide the following information:

- the name and contact information of the person making the report
- the type of misconduct alleged, and the name(s) of the individual(s) alleged to have committed the misconduct
- date of the incident
- name of the alleged victim

## **RESPONDING TO MISCONDUCT AND POLICY VIOLATIONS**

Upon receiving a report of emotional abuse, bullying, harassment, hazing, or grooming behavior that is not reportable to law enforcement under state or federal law, the RMO, Team Representative, or Board Member should investigate and take appropriate action.

Factors to be considered in an investigation include the age of the alleged victim, the age of the alleged perpetrator, and the extent, nature, and scope of the allegations. Before taking any disciplinary action, the accused should have an opportunity to present his/her defense. If the accused is a staff member such as a coach, the board should be notified of the pending investigation. If the accused is a minor, his or her coach and parents should be notified in advance.

The confidentiality of the complaint, complainant, victim, and accused should be protected by the organization until the outcome of the proceedings is finalized. Notice should be given about any sanction. The investigator should not discuss the ongoing investigation with anyone other than for the purposes of gathering information related to the investigation unless requested otherwise by law enforcement or child protective services. Likewise, participants in the hearing should be requested to keep all information confidential unless requested by law enforcement or child protective services.

Sanctions applied should be appropriate and reasonable under the circumstances.

Sanctions that may be applied against a staff member:

- Referral to law enforcement authorities if a crime is believed to have been committed
- Dismissal in the event of extreme cases
- Temporary suspension
- Reassignment of duties
- Formal warning

- Place under the supervision of another staff member.

Sanctions that may be applied against a swimmer:

- Revocation of membership or participation in competitions
- Suspension of membership or participation in competitions
- Verbal/written warning
- Provided additional education and guidance

### **WHISTLE BLOWER PROTECTION AND BAD FAITH ALLEGATION**

Whistle blowers who report misconduct suspicions in good faith should be protected against any retaliation, punishment, and other harm regardless of the outcome of any investigation. To allow otherwise would defeat the purpose of the child abuse and misconduct risk management plan. Anyone who retaliates is subject to disciplinary action.

Likewise, complainants who act in bad faith in making malicious or frivolous allegations are subject to civil and criminal actions and disciplinary action by the organization.

### **DEALING WITH THE MEDIA**

In the event of media inquiries involving an allegation of misconduct, a single board member or attorney should be appointed as the sole media contact and any comment should be based on the following principles:

- The organization has notified the proper law enforcement authorities.
- The organization is following its internal policies and procedures regarding the allegation(s).
- The privacy of all involved individuals should be respected and protected throughout the proceedings.
- The identity of any accused perpetrator should not be disclosed unless 1) law enforcement is actively investigating and the name is a matter of public record; 2) law enforcement believes that the accusation is likely valid; and 3) the organization has taken action to sanction or remove the alleged perpetrator.



## **EXHIBIT B**

### **SUMMER LEAGUE SWIMMING RISK MANAGEMENT PROGRAM**

When your Team or League (the “Organization”) joins Summer League Swimming (“SLS”), your organization agrees to comply with this Summer League Swimming Sample Risk Management Program or a similar comprehensive program of equal or greater requirements. Compliance with the Risk Management Program is required for receiving the membership benefits of General Liability, Excess Accident, and Sexual Abuse and Molestation Insurance.

#### **ABUSE/MOLESTATION RISK MANAGEMENT**

Your Organization agrees to adopt and implement the Summer League Swimming Youth Protection Program as a part of the overall Risk Management Program.

#### **COACH CERTIFICATION**

All coaches working for your Organization are required to complete the Summer League Swimming Certification course. An 80 is required to pass the course. While not required, parents, volunteers, officials, and all staff members are encouraged to take the course.

#### **GENERAL RISK MANAGEMENT**

##### **RISK MANAGEMENT OFFICER (RMO)/ RISK MANAGEMENT COMMITTEE (RMC)**

Your Organization should appoint a Risk Management Officer (RMO) and/or Risk Management Committee. The RMO is a formal position of SLS. The name and contact information of the person holding this position should be prominently displayed wherever officer names are listed. You should provide SLS with the contact information for your RMO.

Your RMO is responsible for implementing, monitoring, and taking corrective action on all issues related to our risk management program. Your RMO should regularly review your organizations operation and structure to be sure that your Organization is in compliance with the laws of your state.

Your staff, including administrators, coaches, assistant coaches, managers are an extension of the RMO through their presence at every practice, meet, and other events and should be in close contact with the RMO should any problems arise.

Any staff member who observes unsafe physical hazards, conditions, acts, or violation of the risk management guidelines, should take the following action:

1. Take immediate corrective action if feasible, and
2. Immediately notify RMO in writing

## **FACILITY RISK MANAGEMENT**

It's the primary responsibility of the facility owner to make sure that the facility is in compliance with all laws, building codes, and industry standards as well as in a state of repair and is well maintained. However, your organization should independently verify that the following minimum standards are in place:

### **REQUIRED**

#### **Pool Shall Be Free of Obstacles**

All ladders, steps, stairs or other projections shall be recessed or removed when possible. Any team shall have the option of refusing to swim in the lane where such projections are present, and in their opinion, unsafe conditions for their swimmers.

#### **Pool and Bulkhead Markings**

The top edge of deck-level pools shall be marked with a contrasting color to provide a visual target at the end of the pool. Towels may be hung as targets at the request of any team in lieu of permanent targets.

#### **Starting Blocks**

In pools with water depth of less than 4 feet at the start end all swimmers **MUST** start from in the water at the start end of the pool that the swimmer is entering the water from. Normal backstroke starts are permitted in this water depth. Swimmers are not required to start from a block or the side even if the water depth permits that entry. At any time, swimmers may start from in the water.

In pools with water depth of 4 feet or greater at the start end, all swimmers may start from starting platforms no higher than 30 inches above the water surface, or swimmers may start from the pool deck or in the water.

Water depth should be measured from 1 meter to 5 meters from the end of the pool that the swimmer is entering the water. Measurements should be taken in ALL lanes on BOTH ends of the pool. The shallowest measurement in that range shall be the depth for that lane, the shallowest lane for that end of the pool will determine if blocks may or may not be used, or if swimmers **MUST** start in the water.

The top shall be covered with a non-skid material.

#### **Racing Start Procedures and Training**

Racing starts should only be taught in at least six feet of water and should only be taught under the direct supervision of a coach. No swimmer who has not been certified as proficient by his or her coach should be performing racing starts into less than six feet of water, or should not use the blocks at all and should start from in the water, unless the coach feels the swimmer is properly prepared to use a block to start. Full information on safe starting procedure can be found at <http://www.usaswimming.org/DesktopDefault.aspx?TabId=1622&Alias=Rainbow&Lang=en>

A CPR and First Aid Certified person shall be at all Member Team/League event and functions including practices, meets, and championship meets

All teams must adhere to these standards in all dual meets and during practices.

## **RECOMMENDED**

### **Lane Lines and Anchors**

Permanent provisions shall be made to anchor lane lines at the water level in recessed receptacles. Tightly stretched, easily visible floating lane markers shall be provided for all meets. The color of the floats for 15 feet from each end shall be distinct from the rest of the floats.

### **Backstroke Flags, Lines and Anchors**

Provisions shall be made to anchor the backstroke flag line. At least three (3) triangular pennants of two or more alternating colors shall be suspended over each lane from a line fifteen (15) feet from each end of the swimming course. The flag line shall be at least seven (7) feet above the water surface. Pennants shall be six (6) to twelve (12) inches in width at the base, and twelve (12) to eighteen (18) inches in vertical length.

Pools shall have a minimum of four (4) lanes with an individual width of five (5) feet or greater. Pools shall have a minimum of three (3) feet of water at the shallowest part of the course.

### **Roped Off Areas**

At least one side of the pool must be completely roped off. This area should be accessible only to authorized meet personnel.

### **Pool Bulkheads and Markings**

Lines should be placed on pool bottoms to serve as guides for each swimmer, and the color of these lines (preferably black) should be a marked contrast to the general color of the pool. Such lines should be at least 10 inches wide and placed in the middle of each swimming lane. As these lanes approach the end of the pool, it is recommended that distinctive "T" markings be placed on the bottom sixty (60) inches from the wall. It is recommended that target lines at least ten (10) inches wide be placed on each end wall of the pool, in the center of each lane, extending from the deck to at least four (4) feet below the surface water. Lanes should be numbered from right to left as the swimmer stands facing the course. Each lane should be clearly marked.

### **Recall Rope**

Provisions should be made to anchor the recall rope so that it shall be suspended at least four (4) feet above the water at its lowest point. A recall rope may be available which may be dropped across the racing lanes in case of a false start. It should be located within 36 feet from the take-off point.

## **ADDITIONAL FACILITY RISK MANAGEMENT**

### **VISITING TEAMS AND MEET HOSTING**

Whenever your Organization invites teams who are not members of SLS to swim at your Organization's facilities or host a meet at your facilities, your RMO should:

- Consult with local attorney to draft a written meet host agreement that contains hold harmless/indemnification provision in your favor where visiting team assumes all third-party liability if they are partially or wholly negligent.
- Require visiting teams to provide evidence of the following in force policies with carriers rated at least A-, VII by A.M. Best:
- Accident Insurance with a medical limit of at least \$25,000.
- General Liability with each occurrence limit of at least \$1 million and to name your sports organization as "Additional Insured". Furthermore, such policy should not include an exclusion for "Athletic Participants."

- Consult with your insurance agent to make sure that hosting a meet is covered by your own General Liability coverage.

### **USE OF SERVICE PROVIDERS OR VENDORS**

Whenever your Organization uses service providers or vendors (ex: officials, concession, field maintenance, security, etc.), your Organization should:

- Consult with local attorney to draft a written service provider or vendor agreement that Agreement contains a hold harmless/indemnification provision that is favorable to you where service provider or vendor assumes all third-party liability if they are partially or wholly negligent. If the service provider or vendor provides the agreement form, your RMO should have it reviewed by your attorney.
- Require service providers or vendors to provide evidence of the following in force policies with carriers rated by A.M. Best of at least A-, VII:
  - General Liability with each occurrence limit of at least \$1 million and to name your sports organization as "Additional Insured".
  - Optional: Workers' Compensation insurance to comply with requirements under your state's Workers Compensation laws.

### **AVOIDING OR MITIGATING HIGH RISK ACTIVITIES**

Your organization should avoid and/or mitigate the following high-risk activities:

#### **Group Transportation of Participants**

Any group transportation of participants whether in a single vehicle or multiple vehicles should be authorized in writing by the RMO.

- Prior to authorizing group transportation, the RMO should get written consent from all drivers to run a motor vehicle record check with satisfactory results received.
- Driver disqualification criteria should be as follows:
  - During past 5 years: Any one of the following major violations: DUI, hit and run accidents, failure to report an accident, operating a vehicle under a suspended or revoked license, homicide/assault/felony arising from operation of a vehicle, reckless driving/speed contest/racing.
  - Preceding 3 years: two or more at fault accidents, three or more moving violations, or combination of two moving violations and one at fault accident.
- The use of 12 -15 passenger vans for group transportation should be prohibited and approved vehicles should include school buses, 7 passenger mini vans, and private passenger vehicles. (Note: SUV's should be avoided due to tip over propensity.)

#### **Individual Staff Provided Transportation of Participants**

- Staff provided local transportation of participants is not authorized by your organization and is a matter between the staff member and the parent/guardian. This policy should be communicated to all parents/guardians via written memo prior to the start of the season. It is recommended that the staff member should get written permission from the parent/guardian before providing transportation.
- Staff drivers should not ride alone with an unrelated minor participant due to child abuse policy of limiting one on one contact.

#### **Serving or Use of Alcoholic Beverages**

The serving or use of alcoholic beverages should be prohibited at all sports organization events.



## **Lifeguard Supervision**

A qualified lifeguard, qualified educator, or qualified coach should be on deck in addition to any instructor or coach supervising the aquatic activity. They must:

- Ensure the safety of all athletes
- Be alert and attentive at all times
- Always have a clear view of the entire pool
- Visually scan above and below the water surface
- Not get distracted or leave the pool area without having a substitute on deck

The qualified lifeguard, qualified educator, or qualified coach should ensure the pool area is clear of unsafe hazards, has all the necessary safety equipment, and is readily available each time the pool is in use.

## **Supervision**

To further reduce risk, your Organization should:

- **Stop Rowdiness:** Participant rowdiness and roughhousing results in a great number of senseless injuries in youth sports. Staff should recognize these activities and should put a stop to them through appropriate means.
- **Location of Supervisor:** The staff supervisor should be close enough to an activity to personally observe, instruct, correct, and supervise. This applies to both sports activities and non-sports extracurricular activities such as team outings or back yard cookouts.
- **Supervisors to Participants Ratio:** The appropriate number of staff supervisors should be present at all times to adequately observe, instruct, correct, and supervise. Make sure that arrangements are made up front so that team staff is not shorthanded at any practice or meet.

## **SPORTS INJURY CARE**

### **AVOIDING HEAT ILLNESS**

Your Organization should:

- Educate all staff on aspects of [HEAT ILLNESS](#)
- Educate players on the importance of pre-activity hydration.
- Postpone, reschedule, or modify practices or meets to avoid peak temperatures.
- Schedule mandatory fluid breaks during practice and meets.
- Have water and/or sports drinks readily available.
- Have an emergency action plan for EMS access.

**NOTE: If a player is suffering from symptoms of heat stroke, immediately call EMS and start cold-water immersion before EMS arrives.**

### **CONCUSSIONS/BRAIN INJURY**

Your organization should adopt, require training, and implement the Concussion Awareness Risk Management Plan. Additional information on concussion awareness is available in Exhibit E of this Handbook.

<https://www.cdc.gov/headsup/youthsports/index.html>

## **PRE-INJURY PLANNING**

### **EMERGENCY CONTACT INFORMATION**

Organization personnel should call 911 in the event of an emergency.

### **SITE MAP**

The facility should provide your organization with a site map that should include a detailed map of all pools, parking areas, buildings, streets, as well as symbols for emergency access points for EMS, first aid stations, AED's, fire extinguishers, and utility disconnect or shut off points. The exact name and address of the facility should be listed as well as the names of the closest roads and intersections. The site map should be kept with all first aid kits.

**First Aid Kit:** A first aid kit should be available at all practice and meet locations. Each coach should keep a fully stocked first aid kit in his or her vehicle at all times. Access to ice or cold packs should be available at all practice and meet locations.

**First Aid and CPR Training:** At least one person on deck should provide documentation that they have successfully completed a Red Cross certified first aid and CPR training course within the past three years.

**Emergency Information and Medical Consent Forms:** Each coach should keep either a hard copy or electronic copy with them at all times in the event emergency treatment is required.

## **POST INJURY PRACTICES**

### **ASSESS THE INJURY AND TREAT ACCORDINGLY**

Your Organization's staff members should assess each injury and treat accordingly:

- **First Aid:** When administering first aid, your staff member should not exceed the scope of his or her training. The purpose of first aid is to merely stabilize the situation by preventing it from becoming worse. Once the situation has been stabilized, all other treatment should be provided by a medical professional.
- **Medical Emergency:** 911 should be called if immediate attention is necessary. The site map should be referenced when speaking to EMS so that clear instructions can be provided about the location of the facility and the best access point.
- **Emergency Information and Medical Consent Form:** This form should be given to EMS upon arrival so that they will be aware of any pre-existing medical conditions and allergies.
- **Notification of Parents:** Parents should be notified immediately if there is a treatable injury.
- **Notification of Risk Management Officer:** The RMO should be notified of all injuries so that he/she can document the injury and provide the accident insurance claim form to a parent or guardian.
- **Return to Swim:** Once a player has suffered an injury that requires medical treatment by a doctor, the decision regarding the appropriate time to return to swim should be made by an approved healthcare professional (ex: the definition varies per state law but it could be MD, DO, or Physician's Assistant.) The coach should not put pressure on the swimmer to return too early and the instructions of healthcare professional should be honored.

## **EMERGENCY WEATHER PLAN**

Your Organization should have an Emergency Deck Evacuation Plan that includes the following:

### **LIGHTNING**

The SLS has adopted the recommendations of the National Lightning Safety Institute:

**Lightning's behavior is random and unpredictable. We recommend a very conservative attitude towards it. Preparedness and quick responses are the best defenses towards the lightning hazard.**

Swimming pools are connected to a much larger surface area via underground water pipes, gas lines, electric and telephone wiring, etc. Lightning strikes to the ground anywhere on this metallic network may induce shocks elsewhere.

**The National Lightning Safety Institute recommends the following swimming pool safety procedures:**

1. Designate a responsible person as the weather safety lookout. That person should keep an eye on the weather. Use a "weather radio" or the Weather Channel or other TV program to obtain good localized advanced weather information.
2. When thunder and/or lightning are first noticed, use the Flash-To-Bang (F-B) method to determine its' rough distance and speed. This technique measures the time from seeing lightning to hearing associated thunder. For each five seconds from F-B, lightning is one mile away. Thus, a F-B of 10 = 2 miles; 15 = 3 miles; 20 = 4 miles; etc. At a F-B count of thirty, the pool should be evacuated. People should be directed to safe shelter nearby.
3. Pool activities should remain suspended until thirty minutes after the last thunder is heard. The distance from Strike A to Strike B to Strike C can be some 5-8 miles away. And it can strike much farther away. Why take a chance with lightning?

**Teach this safety slogan:**

**"If you can see it, flee it; if you can hear it, clear it."**

### **TORNADO**

In the event of tornado warning, your Organization should have a deck evacuation plan that includes that all outdoor swimming must be suspended and provides directions to an appropriate evacuation shelter.

Your Organization should communicate your Emergency Weather Plan with any visiting teams.

## **Distribution/Acknowledgement/Documentation**

A hard or electronic copy of this risk management program should be distributed to each administrator and staff member prior to the start of every season. Each should acknowledge in writing (wet or electronic signature) that they have received and carefully reviewed the entire program. Your organization should maintain documentation on an annual basis of the risk management plan that was distributed as well as the administrator and staff acknowledgements.

---

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_





## **EXHIBIT C**

### **SUMMER LEAGUE SWIMMING RELEASE OF LIABILITY AND INDEMNIFICATION FORM**

Participant Name(s): \_\_\_\_\_

I, the undersigned parent or legal guardian, hereby verify that the information above is correct and hereby request voluntary participation for the above named swimmer(s) (the "Participant") to participate in certain events and activities sponsored, coordinated, or organized by SLS (collectively, the "SLS Programs"). In consideration of the Participant being allowed to participate in the SLS Programs, the undersigned, individually and on behalf of the Participant and the undersigned's spouse, heirs, successors, next of kin, personal and legal representatives, and permitted assigns, hereby acknowledges, understands, confirms, and agrees to the following:

- This Release of Liability and Indemnification Form (this "Agreement") is valid and will continue in full force and effect while the Participant is participating or otherwise involved in the SLS Programs and will survive thereafter.
- I consent to the Participant's participation in the SLS Programs and acknowledge that the Participant and I fully understand that such participation may involve risk of serious injury, illness and/or death, including, without limitation, permanent disability and losses or damages which may result not only from the Participant's or my own actions, inactions, or negligence, but also from the actions, inactions, or negligence of third parties (including the Releasees), the condition of the facilities, equipment, or areas where any SLS Program is being conducted or held, and/or the rules of play of the SLS Programs. While particular rules, equipment, and personal discipline may reduce or mitigate such risk, such risk to the Participant will always be present. I understand that if I have (or the Participant has) any risk concerns, I should discuss the risks associated with the Participant's participation with authorized representatives of SLS before I sign this Agreement and before the Participant begins participating in the SLS Programs.
- I knowingly and freely assume all risks, both known and unknown, even if arising from the negligence of the Releasees or others and assume full responsibility for the participation of the Participant in the SLS Programs. I acknowledge that participating in the SLS Programs involves strenuous physical activity. All exercises, workouts, training, and activities that are part of the SLS Programs are at the Participant's sole risk.
- In consideration of allowing the Participant to participate in the SLS Programs, I hereby release and hold harmless SUMMER LEAGUE SWIMMING, LLC ("SLS"), and its affiliates, officers, directors, managers, members, partners, shareholders, volunteers, employees, agents, counsel, and representatives, and all sponsors, other participants, facility and equipment owners and lessees, advertisers, and other persons involved in the SLS Programs (collectively, the "Releasees"), of and from, and do hereby discharge and waive, any and all

claims, actions, demands, causes of action, proceedings, losses, damages, liabilities, costs, and expenses of whatever kind or nature (collectively, "Losses") that the Participant may have, sustain, or incur with respect to any and all damage, illness, disability, death and/or injury, of any type, arising out of or incident to the Participant's involvement or participation in the SLS Programs, whether arising from the negligence of the Releasees or otherwise, to the fullest extent permitted by law.

- I have reviewed and fully understand the concussion information set forth on Exhibit A attached hereto and incorporated herein by this reference.
- I agree to fully comply with all rules, instructions, procedures, and guidelines of SLS and all customary terms and conditions for participation in the SLS Programs. If I have any concern (or observe any unusual signs or indications) in the readiness of the Participant for participation in the SLS Programs, I will immediately remove the Participant from participation and bring such issue to the attention of the nearest SLS Program official.
- SLS has urged the Participant to obtain a physical examination from a licensed health care professional before using any pool or exercise equipment or participating in any SLS Program. I hereby certify that the Participant is in good health and has no physical or mental condition that would prevent participation in the SLS Programs. I agree to use the Participant's personal medical insurance as a primary medical coverage payment if accident or injury occurs. I consent to emergency medical treatment in the event such care is required.
- I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that the Participant, my family (including children), and I may be exposed to or infected by COVID-19 while onsite at any SLS Program or SLS events, and that such exposure or infection may result in personal injury, illness, permanent disability, and/or death. I understand that the risk of becoming exposed to or infected by COVID-19 at any SLS Program or SLS events may result from the actions, omissions, or negligence of myself and others, including, but not limited to, the Releasees. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury, illness, permanent disability, death, damage, and/or Losses that the Participant, my family (including children), or I may experience, sustain, or incur in connection with any attendance at any SLS Program or SLS events (collectively, "Claims"). I hereby release, covenant not to sue, discharge, and hold harmless the Releasees of and from the Claims, including all Losses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of any Releasees and whether a COVID-19 infection occurs before, during, or after participation in any SLS Program or SLS events.
- I agree that this Agreement extends to all acts of negligence by the Releasees and is intended to be as broad and inclusive as is permitted by law and that if any portion thereof is held invalid, illegal, or unenforceable, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect and such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement. This Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the waivers, releases,

assumptions, and other matters contemplated herein are effectuated as originally contemplated to the fullest extent possible.

- I represent and warrant that: (a) I am the lawful parent or legal guardian of the Participant, (b) I have full authority to consent to the Participant's participation in the SLS Programs, (c) I am authorized to execute this Agreement on behalf of the Participant, and (d) no other person's authorization or consent is required to execute this Agreement or grant the rights herein.
- I further represent and warrant that: (a) I have read this Agreement, (b) I fully understand and agree to all terms and provisions herein, (c) I have had all my questions answered to my satisfaction, (d) I have had an opportunity to review this Agreement with an attorney, (e) I understand that the Participant has the choice of not participating in the SLS Programs, (f) the Participant and I have given up substantial rights by signing this Agreement, and (g) I am signing this Agreement freely and voluntarily without any inducement.
- This Agreement shall be governed by and construed in accordance with the internal laws of the State of Arizona without giving effect to any choice or conflict of law provision or rule. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by an authorized representative of SLS. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Parent/Guardian Name (please print): \_\_\_\_\_





## **EXHIBIT D**

### **SAMPLE COACH/VOLUNTEER/STAFF APPLICATION FORM**

Name: First \_\_\_\_\_ Middle \_\_\_\_\_ Last \_\_\_\_\_  
Address: \_\_\_\_\_ City \_\_\_\_\_  
Zip Code \_\_\_\_\_

Social Security # (mandatory): \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Place of Employment: \_\_\_\_\_  
Cell Phone Number: \_\_\_\_\_  
Home Phone Number: \_\_\_\_\_

1. Have you lived out of state in the past 5 years? Yes \_\_\_ No \_\_\_  
If yes, which state(s) \_\_\_\_\_
2. Do you have children in the program? Yes \_\_\_ No \_\_\_  
If yes, name(s) \_\_\_\_\_
3. Do you have a valid driver's license? Yes \_\_\_ No \_\_\_ State: \_\_\_\_\_  
Driver's License#: \_\_\_\_\_
4. Have you ever been convicted of or pleaded no contest or guilty to any crime(s) involving or against a minor? Yes \_\_\_ No \_\_\_  
(If yes, describe in detail on back or attach separate page including type of offense, location, and date.)
5. Have you ever been convicted of or pleaded no contest or guilty to any crime(s): Yes \_\_\_ No \_\_\_  
(Answering yes to question 6, does not automatically disqualify you as a volunteer.)  
If yes, describe each instance in full: \_\_\_\_\_
6. Do you have any criminal charges pending against you regarding any crime(s)? Yes \_\_\_ No \_\_\_  
If yes, describe each in full: \_\_\_\_\_  
(Answering yes to question 6, does not automatically disqualify you as a volunteer.)
7. Have you ever been refused participation in any other youth programs? Yes \_\_\_ No \_\_\_  
If yes, explain: \_\_\_\_\_

**RECOMMEND A COPY OF A VALID GOVERNMENT ISSUED PHOTO ID BE ATTACHED TO APPLICATION.**

***QUESTIONS 1-7 ARE REQUIRED FOR INSURANCE COMPLIANCE.***



## **EXHIBIT E**

### **ADDITIONAL CONCUSSION AWARENESS INFORMATION**

#### **CONCUSSION AWARENESS**

Parent/Participant Concussion Information Sheet: A concussion is a type of traumatic brain injury that changes the way the brain normally works. A concussion is caused by a bump, blow, or jolt to the head or body that causes the head and brain to move rapidly back and forth. Even a “ding,” “getting your bell rung,” or what seems to be a mild bump or blow to the head can be serious.

#### **WHAT ARE THE SIGNS AND SYMPTOMS OF CONCUSSION?**

Signs and symptoms of a concussion can show up right after the injury or may not appear or be noticed until days or weeks after the injury. If an athlete reports one or more symptoms of a concussion listed below after a bump, blow, or jolt to the head or body, he or she should be kept out of play the day of the injury and until a health care professional, experienced in evaluating for concussions, says he or she is symptom-free and it is okay to return to play.

#### **Did You Know?**

1. Most concussions occur without loss of consciousness.
2. Athletes who have, at any point in their lives, had a concussion have an increased risk for another concussion.
3. Children and teens are more likely to get a concussion and take longer to recover than adults.

#### **SIGNS OBSERVED BY COACHING STAFF/SYMPTOMS REPORTED BY ATHLETES**

- Appears dazed or stunned
- Headache or “pressure” in head
- Is confused about assignment or position
- Nausea or vomiting
- Forgets an instruction
- Balance problems or dizziness
- Is unsure of game, score, or opponent
- Double or blurry vision
- Moves clumsily
- Sensitivity to light
- Answers questions slowly
- Sensitivity to noise
- Loses consciousness (even briefly)
- Feeling sluggish, hazy, foggy, or groggy
- Shows mood, behavior, or personality changes
- Concentration or memory problems
- Cannot recall events prior to hit or fall

- Confusion
- Cannot recall events after hit or fall
- Just not “feeling right” or “feeling down”

### **CONCUSSION DANGER SIGNS**

In rare cases, a dangerous blood clot may form on the brain in a person with a concussion and crowd the brain against the skull. An athlete should receive immediate medical attention if after a bump, blow, or jolt to the head or body, he or she exhibits any of the following danger signs:

- One pupil larger than the other
- Is drowsy or cannot be awakened
- A headache that not only does not diminish, but gets worse
- Weakness, numbness, or decreased coordination
- Repeated vomiting or nausea
- Slurred speech
- Convulsions or seizures
- Cannot recognize people or places
- Becomes increasingly confused, restless, or agitated
- Has unusual behavior
- Loses consciousness (even a brief loss of consciousness should be taken seriously)

### **WHY SHOULD AN ATHLETE REPORT THEIR SYMPTOMS?**

If an athlete has a concussion, his or her brain needs time to heal. While an athlete’s brain is still healing, he or she is much more likely to have another concussion. Repeat concussions can increase the time it takes to recover. In rare cases, repeat concussions in young athletes can result in brain swelling or permanent damage to their brain. They can even be fatal.

### **WHAT SHOULD YOU DO IF YOU THINK YOUR ATHLETE HAS A CONCUSSION?**

If you suspect that an athlete has a concussion, remove the athlete from play and seek medical attention. Do not try to judge the severity of the injury yourself. Keep the athlete out of play the day of the injury and until a health care professional, experienced in evaluating for concussion, says he or she is symptom-free, and it is okay to return to play. Rest is key to helping an athlete recover from a concussion. Exercising or activities that involve a lot of concentration, such as studying, working on the computer, or playing video games, may cause concussion symptoms to reappear or get worse. After a concussion, returning to sports and school is a gradual process that should be carefully managed and monitored by a health care professional. Remember, concussions affect people differently. While most athletes with a concussion recover quickly and fully, some will have symptoms that last for days, or even weeks. A more serious concussion can last for months or longer. It is better to miss one game than the whole season.

For more information on concussions, visit: <https://www.cdc.gov/headsup/index.html>.