

# Facilities Overview

## Operational Risk Committee

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2015 Convention

September 30, 2015

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## Overview

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- Our athletes utilize owned and leased Facilities for training and competition. The purpose of this overview is to provide guidelines in key areas to aid Club/LSC's in providing a safe environment for athletes and spectators and protect the Club/LSC from unnecessarily accepting liability.
- For purpose of this overview, the term "Facilities" includes the pool, pool deck, locker rooms, athlete staging areas, spectator areas and training areas for which the LSC is legally responsible. These areas are inclusive of both training and competition. It is assumed that the Facility is in compliance with applicable state and /or local ordinances.
- Areas to be discussed
  - Agreement's Liability Provisions
  - Safety Equipment
  - 1<sup>st</sup> Responder Responsibility
  - Pool/Facility Design
  - Environmental
  - Chain of Command
  - Appendix
    - Aquatic Safety Equipment
    - Facility Walk Through Evaluation
    - Referees Safety Checklist



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- Almost every Club/LSC is a party to an Agreement with the owner of a pool – either for training or competition
- The Agreement will address use, compensation, maintenance and other operational issues
- The Agreement will also address tort/legal liability of both parties during the Agreement period
- Agreements should address the liability of the Club/LSC's their officers, agents and employees

## Agreement's Liability Provisions

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- Agreements usually contain indemnification and hold-harmless language addressing injuries and property damage resulting from the Club's/ LSC's negligence.
  - Club/LSC's should only accept their negligence
  - The Club/LSC should not sign an Agreement indemnifying or exculpating (clears from alleged fault or guilt) the pool owner from the owner's negligence
- Do not accept an Agreement that contains language similar to the following:
  - *Club/LSC agrees to indemnify Owner against all liability loss or other damage claim or obligations because of or arising out of personal injury or property damage, related to Club's/LSC's use and occupancy of the premises, including that caused by the negligence of the Owner or its agents or employees.*
  - The Club/LSC has just assumed the Owner's negligence!
- If you are in doubt of the Agreement language contact either Director of Risk Management, USA Swimming (George Ward) or Risk Management Services (Sandi Blumit)
- In the event the Facility is unwilling to modify unfavorable language, the Club/LSC has two options:
  - Find an alternative Facility
  - Understand they are accepting unfavorable language which increases the Club/LSC's liability exposure
- The next page continues language contained in executed Agreements



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## Agreement's Liability Provisions (continued)

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- Where to look for the wording?

Commonly named sections:

- Insurance and Hold Harmless
- Hold Harmless
- Indemnification

- All organizations have their standard wording – you will need to work with them to make any changes

- The following language is from executed Agreements – which would your Club/LSC sign?
  - ... you agree to indemnify, defend and hold harmless the Pool Owner (e.g., a public entity) and its elected officials, agents, servants and employees from any loss, damages, suits, claims, demands, cost, charges, attorneys fees and settlement costs as a result of (i) the breach of any representation, warranty, term or condition of this Agreement; and (ii) any personal injury, bodily injury, property damage or wrongful death arising out of or in any way related to the use of the Premises by Club/LSC.
  - ... you shall indemnify, hold harmless and defend the Pool Owner (e.g., a public entity) and its Councilmembers, agents, officials and employees against any and all claims, costs, demands, causes of action, suits, losses, expense or liability arising from or out of the acts or omission of the Club/LSC its agents, sub-contractors, officials or employees under this Agreement.



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## Safety Equipment

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- Safety equipment is frequently assumed to be immediately available and in good working condition – this may not always be the case. Think of the spare tire in your trunk – when was the last time you checked it? Are you depending on the spare if you have a flat?
  - Safety equipment should be checked at the beginning of each season and prior to a competition hosted at your pool
  - These are only guidelines – a more extensive checklist is contained in the Appendix
- Does your Facility have the following equipment?
    - Certified lifeguards
    - Rescue tube
    - Backboard/cervical collar
    - First Aid kit
    - Automated external defibrillator (AED) and oxygen
    - Lightening warning system
  - In addition to the above equipment, there are several additional key safety items that should be posted in several areas – the Facility/pool office, key building entrances and Officials Scoring Table
    - Local police and fire department phone numbers
    - Facility name and complete street address – 1<sup>st</sup> responders may or may not know where the pool is, but they can always find a street address
    - Area Urgent Medical Care locations, including address and phone #'s – athletes and spectators may become ill during an event
    - Evacuation Plan – 100's of athletes and spectators will be attending a competition, many of which are not familiar with the Facility. Many public buildings have evacuation diagrams highlighting escape routes to emergency exits This should be a building diagram with evacuation routes highlighted – not a detailed, written evacuation plan.



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- 1<sup>st</sup> Responder refers to police, fire department or rescue squad responding to an emergency

## 1<sup>st</sup> Responders Responsibility

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- Do you know the 1<sup>st</sup> Responders Responsibility?
  - In the event of an emergency – do you know what your 1<sup>st</sup> Responders will or will not do?

We understand some jurisdictions only allow 1<sup>st</sup> Responders to either work from the pool edge or water in which they can stand. This means an unresponsive athlete in deep water must be retrieved and brought to the 1<sup>st</sup> Responder. Advance knowledge of how the 1<sup>st</sup> Responders in your area respond to an emergency situation will save time and avoid unnecessary confusion.



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- This is outside the scope of competition pool requirements
- These are only guidelines – a more extensive checklist is contained in the Appendix

## Pool/Facility Design

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- A review of areas accessible to athletes, officials, and spectators (e.g., pool deck, locker rooms, athlete bleachers, spectator bleachers and rest rooms) to insure the following:
  - Non skid flooring is used where appropriate
  - Areas are clean and debris free
  - Bleachers (e.g., athlete and spectator) appear to be in good condition
  - Proper signage (e.g. in the pool area this should include hypoxic blackout signage)
  - Lights are operational (e.g., be sure to check the locker rooms)



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## Environmental

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- Air Quality
  - There are a number of chemicals interacting in a pool – pool chemicals, lotions, deodorants, shampoo, hair conditioners, make-up, etc. The interaction between these chemicals will form chloramines. Is there a strong odor?
- Water
  - Is the water clear/cloudy?
  - Is the water hot/cold?
- Severe Weather
  - The potential of severe weather exists in every part of the country – ice/snow; heavy rains/flooding (e.g., tropical storms/hurricanes); dust storms (e.g., haboob); excessive heat (e.g., Santa Anna winds), etc.
  - If the Facility owner decides to close the Facility – the Facility is closed and all practices/competitions are cancelled/postponed. Athletes/parents/spectators should not be expected to travel in unsafe conditions. If a Facility is closed, appropriate signage should be posted on the Facility's major entrances and the information cascaded to the Club/LSC, who has the responsibility of contacting athletes.





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- Do you know who is in charge?

## Chain of Command

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- There should be a clear understanding by coaches, officials and Facility staff of the lines and limits of authority for their position and those of others at a Facility. If there is an emergency and either the police and/or the fire department respond – one of the first questions they will ask is “Who is in charge?” Do you know the answer?
- “Authority having jurisdiction” (“AHJ”) is a term frequently used when either the police or fire department respond to an emergency and refers to the fact that they are now in control of the Facility. This should be confirmed. Otherwise, an unnecessary discussion may occur that may delay a smooth transition to the AHG, thus delaying aid to the injured.



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## Appendix

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- Aquatic Safety Equipment (courtesy of the YMCA of the USA)
- Facility Walk Through Evaluation
- Referees Safety Checklist

