



Georgia Swimming will increase opportunity, recognition, and growth in competitive swimming. We believe that swimming provides life-changing experiences for young people.



## 2021 DCS Sugar Rush Sprint

September 25, 2021

|   |  |
|---|--|
| <b>HOST</b>   | Douglas County Stingrays – (DCS)   |
| <b>SANCTION:</b><br><br><b>ATTESTATION:</b>   | <p>Held under the sanction of USA Swimming, issued by Georgia Swimming Inc.,</p> <p><b>Sanction #: GA21-122</b></p> <ul style="list-style-type: none"> <li>• Article 202.4.3: Granted sanctions are non-transferrable to other organizations or clubs. Any such transferred sanction shall be void and the Sanction Committee shall deny any further sanctions to the organization or club violating this provision.</li> <li>• In applying for this sanctioned event, the Host, DCS, agrees to comply and to enforce all health and safety mandates and guidelines of USA Swimming, Georgia LSC, the State of Georgia, and local jurisdiction.</li> </ul>   |
| <b>MAAPP:</b><br><b>Minor Athlete Abuse Prevention Policy</b><br><br><b>Effective June 23, 2019</b> | <ul style="list-style-type: none"> <li>• A USA Swimming club that hosts a sanctioned USA Swimming swim meet indicates acknowledgement of USA Swimming’s Minor Athlete Abuse Prevention Policy (“MAAPP”).</li> <li>• All USA Swimming members including athletes 18 and older and adults who interact with minor athletes at swim meets are expected to comply with the MAAPP policy.</li> <li>• All chaperones, team managers, adult swimmers, meet directors, officials, and non-member parents and meet volunteers are expected to understand and comply with MAAPP.</li> <li>• As the host club, you are responsible for ensuring that these individuals know about and comply with MAAPP.</li> </ul> |
| <b>ELIGIBILITY FOR TIME RECOGNITION TO THE SWIMS DATABASE</b>                                       | Times achieved by an athlete member at a sanctioned competition who is 18 years of age (+30-day grace period) who have not completed the Athlete Protection Training OR (whose APT training had expired) by the date of the swim, WILL NOT be uploaded to the SWIMS database.  |
| <b>LIABILITY:</b>   | In granting this sanction it is understood and agreed that USA Swimming, Inc., Georgia Swimming, Inc., and DCS, shall be free and held harmless from any liabilities or claims for damages arising by reason of injuries to anyone during the conduct of the event.  |
| <b>REPORT DISCRIMINATION:</b><br><br><b>D, E, &amp; I = Reference / Informational Section</b>       | <p>The Georgia LSC believes that there is no place for discrimination in the sport of swimming. If you believe you are the victim of discrimination, you are encouraged to report the incident to USA-Swimming’s Associate Counsel &amp; Director of Safe Sport, Abigail Howard (<a href="mailto:ahoward@usaswimming.org">ahoward@usaswimming.org</a> or 719-866-3529). Please provide a complete description of the incident as well as a way to contact you and/or other parties involved.</p> <p>For more information refer to <a href="http://gaswimming.org/diversity">gaswimming.org/diversity</a> Gaswim.org</p> <p><b><u>Georgia Swimming LSC: D, E, &amp; I (teamunify.com)</u></b></p>         |

|                                     |   |
|-------------------------------------|---|
| <b>MEET DIRECTOR:</b>               | Jarrold Hunte ( <a href="mailto:jrod.hunte@swimdcs.com">jrod.hunte@swimdcs.com</a> )  |
| <b>MEET REFEREE:</b>                | Christine Rolka ( <a href="mailto:chris.rolka@swimdcs.com">chris.rolka@swimdcs.com</a> )  |
| <b>STARTER:</b>                     | Eric Pingel   |
| <b>STROKE AND TURN:</b>             | Maria Bartlett, Brook Kubik, Clyde Navarro  |
| <b>ADMIN OFFICIAL:</b>              | Tish Atwell ( <a href="mailto:jpatwell@numail.org">jpatwell@numail.org</a> )  |
| <b>SAFETY:</b>                      | Jarrold Hunte   |
| <b>FACILITY:</b>                    | <p><i>Boundary Waters Aquatic Center</i><br/> 5000 GA-92<br/> Douglasville, GA 30135<br/> (770) 489-2175</p> <p>This facilities competition pool is a 8 lane, 25-yard pool with Colorado timing and scoreboard. The competition course has been certified in accordance with 104.2.2C(4). The certification is on file with USA Swimming, Inc., and Georgia Swimming, Inc. The pool depth at the start ends equals (7ft.) and turn end depth equals (7ft).</p> <p>Four (4) warm-up lanes will be available.</p> |
| <b>SCHEDULE:</b>                    | Session 1: 12 & under      Warm up: 7:30am      Start: 8:30am<br>Session 2: 13 & over      Warm up: 12:30pm      Start: 1:30pm  |
| <b>MEET FORMAT:</b>                 | <ul style="list-style-type: none"> <li>• SCY</li> <li>• Slow to Fast</li> <li>• Time Final Format (TF)</li> <li>• Eight lanes will be used for competition</li> </ul>   |
| <b>ENTRY FEES:</b>                  | <ul style="list-style-type: none"> <li>• IND EVENT FEE: \$7.00</li> <li>• EVENT-LATE ENTRIES: \$10.00/Event</li> <li>• RELAYS: - \$16.00/EVENT</li> <li>• RELAY-LATE ENTRIES: \$20.00/Event</li> </ul> <p>A \$2.00 Ga travel surcharge applies to all non-Georgia LSC registered swimmers.</p>  |
| <b>ELIGIBILITY:</b>                 | Open to all USA-registered swimmers and teams. DCS will not allow unregistered swimmers, coaches, officials, or teams to participate in this meet. No swimmer will be permitted to compete unless the swimmer is a member in as provided in Article 302.  |
| <b>ENTRIES:</b>                     | Swimmers may swim a maximum of (4) individual events per day. Deck entries can be made with the clerk of course up to 30 minutes before the start of the session.   |
| <b>CHECK IN<br/>CLERK of COURSE</b> | Pre-seeded Meet<br>No Deck Entries  |
| <b>ENTRY SUBMISSION:</b>            | <p>ENTRY DEADLINE: Date: September 18, 2021    Time: 11:59pm</p> <p>Submit entries using Hy-Tek team manager. Entries must include the USA Swimming Club Code and each swimmer's USA Swimming number, first and last name, age, and seeding time for each event entered.</p>  |

**RULES:**

**Tech Suit Restriction for 12-and-Under Swimmers:**

<https://www.usaswimming.org/news/2020/08/24/tech-suit-restriction-for-12-and-under-swimmers>

**102.8 SWIMWEAR**

.1 Design

F. No Technical Suit may be worn by any 12 & Under USA Swimming athlete member in competition at any Sanctioned, Approved or Observed meet.

*1) A Technical Suit is one that has the following components:*

*a. Any suit with any bonded or taped seams regardless of its fabric or silhouette; or*

*b. Any suit with woven fabric extending past the hips.*

(Note: WOVEN FABRIC-A suit with woven fabric and sewn seams that does not extend below the hips is permitted.)

(Note: KNIT FABRIC-A suit with knit fabric and sewn seams not extending below the knees is permitted.)

This rule is in effect for all USA Swimming competitions in the United States, so any manufacturer or vendor selling a suit in the United States is subject to the above rule. No Technical Suits may be worn by any 12-Under USA Swimming athlete member in competition at any Sanctioned, Approved or Observed meet.

**Current USA Swimming Rules, including the Minor Athlete Abuse Prevention Policy (“MAAPP”), will govern this meet.**

Use of audio or visual recording devices, including a cell phone, is not permitted in changing areas, behind the blocks (Including warm-up, warm-down, and Competition), rest rooms or locker rooms.

Any swimmer entered in the meet, must be certified by a USA Swimming member-coach as being proficient in performing a racing start or must start each race from within the water. When unaccompanied by a member coach, it is the responsibility of the swimmer or the swimmer’s legal guardian to ensure compliance with this requirement.

**Deck changes are prohibited.** (Defined as changing, in whole or in part, into or out of a swimsuit when wearing just one suit in an area other than a permanent or temporary locker room, bathroom, changing room or other space designated for changing purposes). Swimmers participating in deck changing could be subject to removal from further competition in the meet.

On deck registrations will not be permitted during this event.

Operation of a drone, or any other flying apparatus, is prohibited over the venue (pools, athlete/coaches’ areas, spectator areas and open ceiling locker rooms) any time athletes, coaches, officials and /or spectators are present. Exceptions may be granted with prior written approval by the Program Operations Vice Chair, Program & Events Committee Chair, or designee.

All referees, starters, administrative officials, chief judges and stroke and turn judges, serving in an official capacity in a sanctioned event, must be non-athlete members of USA Swimming or members of other FINA-member organizations. All meet directors for meets sanctioned by

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|   | <p>USA Swimming must be members of USA Swimming. Except for coaches accompanying athletes participating under the provisions of 202.9 or USA Swimming’s “open border” policy, all persons acting in any coaching capacity in a sanctioned event must be coach members of USA Swimming.</p> <p>Photos and videos may be taken of swimmers during the meet by parents or a professional photographer retained by the host club. All participants agree to be filmed or photographed by photographers designated by the meet host and to allow the meet host the right to use names, pictures, likenesses, and biographical information before, during, or after the period of participation in Georgia Swimming competitions to promote swimming and meets hosted by the meet organizer. If you do not wish to have your child(ren) photographed, you may withdraw your consent by informing the Meet Director before the start of the first day of the meet.</p> <p>A swimmer must start and finish the race in the same lane.</p> <p>Deck Pass is acceptable proof of USA Swimming membership.</p> <p>Swimmers participating under the provisions of 202.9 or USA Swimming’s “open border” policy must be under the supervision of their own coach or a USA Swimming member coach. The Meet Director or Meet Referee may assist the swimmer in deciding for such supervision, but it is the swimmer’s responsibility to make such arrangements prior to the start of the meet.</p> |
| <p><b>COACHES:</b></p> <p><b>COACHES MEETING:</b></p> | <p>Coaches will be required to sign in and show their USA Swimming coaches registration card or <b>DECK PASS</b> for verification that all certifications are current. Any coach not having current credentials will be barred from the pool deck; no exceptions will be made. Copies of the certification, faxes, and letters stating CPR/First aid/STFSC are up to date will not be considered.</p> <p>A coaches’ meeting will be held at 8:15am or 15 minutes before the start of each session on Saturday, September 25<sup>th</sup>, 2021. One coach or representative from each club is requested to attend since coaches are responsible for all information discussed and disseminated at the meeting. Subsequent meetings will be arranged if needed. Coaches arriving late should check in with the Meet Referee upon arrival.</p>   |
| <b>OFFICIALS:</b>                                     | <p>DCS welcomes visiting officials and apprentices and will appreciate help in officiating this competition. There will be an official’s meeting at (8:00am) or 30 minutes prior to the start of each session. The official’s uniform will consist of a white polo collared shirt, navy blue shorts, skirts or slacks with white socks and shoes. All officials must present at check in, their current LSC Officials Certification Card; <b>OR</b> a recently completed Apprentice Form; <b>AND</b> proof of current USA Swimming Non-Athlete membership. Credentials may be required for deck access and hospitality.</p>  |
| <b>MEET COMMITTEE:</b>                                | <p>The Meet Committee shall be established during the coaching meeting or prior to the competition and shall consist of the Meet Director, Meet Referee, Coaches, and athlete members, as appropriate. As defined in the Official Glossary<br/>(2021 USA Swimming Rulebook)</p>  |
| <b>AWARDS:</b>  | No awards will be given  |
| <b>SCORING:</b>                                       | No Scoring   |
| <b>CONCESSIONS:</b>                                   | There will be no concessions for purchase  |
| <b>GEORGIA WARM-UP POLICY:</b>                        | The Georgia Swimming approved warm-up guidelines will be followed for this meet. Warm-up lane assignments will be posted at the pool. USA Swimming Certified Coaches must supervise in the vicinity of all warm-up activities.   |

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|                                  | Refer <a href="http://www.gaofficials.org/documents">www.gaofficials.org/documents</a> > Sanctions  |
| <b>GEORGIA SCRATCH<br/>RULE:</b> | Refer <a href="http://www.gaofficials.org/documents">www.gaofficials.org/documents</a> > Sanctions  |
| <b>MISC. INFORMATION:</b>        | <p>The order of events is shown and/or able for download from the Douglas County Stingrays website (<a href="http://www.swimdcs.com">www.swimdcs.com</a>).</p> <p>A Psych Sheet will be sent out in advance to all teams to adjust.</p> <p>DCS will provide a spectator viewing area. Please note that spectators are not allowed to remain in the area when their swimmer is not swimming.</p> |

## Order of Events

### **13 & Over Girls/Boys AND 11-12 Boys**

Session 1 Warm up 7:30am - 8:20am / Meet Start at 8:30am

| Event Number (Girls) | Event                   | Event Number (boys) |
|----------------------|-------------------------|---------------------|
| 1                    | <b>100 Back</b>         | 2                   |
| 3                    | <b>50 Fly</b>           | 4                   |
| 5                    | <b>100 Breast</b>       | 6                   |
| 7                    | <b>50 Free</b>          | 8                   |
| 9                    | <b>200 Free Relay</b>   | 10                  |
| 11                   | <b>50 Back</b>          | 12                  |
| 13                   | <b>100 Fly</b>          | 14                  |
| 15                   | <b>50 Breast</b>        | 16                  |
| 17                   | <b>100 Free</b>         | 18                  |
| 19                   | <b>200 Medley Relay</b> | 20                  |

### **10 & Under Girls/Boys AND 11-12 Girls**

Session 2 Warm up 11:30am - 12:20pm / Meet Start at 12:30pm

| Event Number (Girls) | Event                   | Event Number (boys) |
|----------------------|-------------------------|---------------------|
| 21                   | <b>100 Back</b>         | 22                  |
| 23                   | <b>50 Fly</b>           | 24                  |
| 25                   | <b>100 Breast</b>       | 26                  |
| 27                   | <b>50 Free</b>          | 28                  |
| 29                   | <b>200 Free Relay</b>   | 30                  |
| 31                   | <b>50 Back</b>          | 32                  |
| 33                   | <b>100 Fly</b>          | 34                  |
| 35                   | <b>50 Breast</b>        | 36                  |
| 37                   | <b>100 Free</b>         | 38                  |
| 39                   | <b>200 Medley Relay</b> | 40                  |

# 2021 DCS Last Chance and Distance Meet

September 25, 2021

Team Name \_\_\_\_\_ Team abbreviation \_\_\_\_\_

Team Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Head Coach \_\_\_\_\_

Phone \_\_\_\_\_ Home \_\_\_\_\_ E-mail \_\_\_\_\_

For entry problems call or e-mail \_\_\_\_\_

*All coaches from your team present at the meet, must be listed*

- |                |                |
|----------------|----------------|
| 1. Coach _____ | 2. Coach _____ |
| 3. Coach _____ | 4. Coach _____ |
| 5. Coach _____ | 6. Coach _____ |

|                                |                               |         |
|--------------------------------|-------------------------------|---------|
| Athlete Fee                    | \$7.00 x (number of athletes) | = _____ |
| Non-Ga LSC registered athletes | \$2.00 x (number of athletes) | = _____ |
| <b>TOTAL</b>                   |                               | = _____ |

Surcharge applies to all non-Georgia LSC registered swimmers. X \$2.00 = \_\_\_\_\_

**Total fees submitted.** \_\_\_\_\_

**Submit one check payable to: Douglas County Stingrays**

Entries must be received on or before **September 18, 2021 by 11:59pm.**

Mail entries to: **Douglas County Stingrays**  
**4352 Avery Place**  
**Douglasville, GA 30135**

**WAIVER, ACKNOWLEDGMENT AND LIABILITY RELEASE**

I, the undersigned coach, or team representative, verify that all swimmers and coaches listed on the enclosed entry are registered with USA Swimming.

I acknowledge that I am familiar with the safety rules of USA Swimming and Georgia Swimming regarding warm-up procedures and that I shall be responsible for the compliance of my swimmers with those rules during this meet.

In granting this sanction it is understood and agreed that USA Swimming, Georgia LCS, and **Douglas County Stingrays** shall be free and harmless from any liabilities or claims for damages arising by reason of injuries to anyone during the conduct of the event.

**I have reviewed RULE 302.4 FALSE REGISTRATION and understand that if a swimmer who is not properly registered with USA Swimming competes in a sanctioned competition, Georgia Swimming Inc. may impose a fine of up to \$100.00 per event against the individual, member coach or member club submitting the entry.**

\_\_\_\_\_  
Signature/Title

\_\_\_\_\_  
Date

## COVID 19:

An inherent risk of exposure to COVID-19 exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death. According to the Centers for Disease Control and Prevention, senior citizens and individuals with underlying medical conditions are especially vulnerable.

USA Swimming, Inc., cannot prevent you (or your child(ren)) from becoming exposed to, contracting, or spreading COVID-19 while participating in USA Swimming sanctioned events. It is not possible to prevent against the presence of the disease. Therefore, if you choose to participate in a USA Swimming sanctioned event, you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.

**BY ATTENDING OR PARTICIPATING IN THIS COMPETITION, YOU VOLUNTARILY ASSUME ALL RISKS ASSOCIATED WITH EXPOSURE TO COVID-19 AND FOREVER RELEASE AND HOLD HARMLESS USA SWIMMING AND [THE LSC] AND EACH OF THEIR OFFICERS, DIRECTORS, AGENTS, EMPLOYEES OR OTHER REPRESENTATIVES FROM ANY LIABILITY OR CLAIMS INCLUDING FOR PERSONAL INJURIES, DEATH, DISEASE OR PROPERTY LOSSES, OR ANY OTHER LOSS, INCLUDING BUT NOT LIMITED TO CLAIMS OF NEGLIGENCE AND GIVE UP ANY CLAIMS YOU MAY HAVE TO SEEK DAMAGES, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, IN CONNECTION WITH EXPOSURE, INFECTION, AND/OR SPREAD OF COVID-19 RELATED TO PARTICIPATION IN THIS COMPETITION.**



## DCS COVID Training Protocol Phase 1

Following the Executive Order by Governor Kemp on May 12, 2020 and COVID-19 Guidance from the Department of Public Health, this document outlines Douglas County Stingrays (DCS) swim team procedures to ensure the safety of swimmers, families, coaching staff, and BWAC staff while competing.

### PPE requirements

- All athletes and coaches must wear a mask or face covering to enter and to exit BWAC. Masks will not be worn during competition.

### Social distancing requirements

- Athletes and coaches must maintain a minimum 6-foot distance at all times.
- Once athletes enter BWAC, they will place their personal belongings at a distanced, designated spot in the bleachers as directed by the coach and await instructions.
- Athletes will enter water individually at designated starting points in the pool as directed by the coach.

### Facility procedures

- Coaches and/or DCS Board/BWAC staff will ask athlete/guardian 3 COVID related questions prior to athlete entering the facility (see COVID criteria, below)
- A "YES" response to any question disqualifies athlete(s) from competition.
- Coaches and/or DCS Board/BWAC Staff will then take the athlete's temperature.
- Athletes with a temperature of 100.4 degrees Fahrenheit or more will not be allowed to compete.
- Temperatures will not be recorded.
- **Parents/guardians must sign and return BWAC and DCS waiver to coach and/or DCS Board to participate in competition.** Coaches please distribute these waivers to the swimmers competing in the meet.
- Locker rooms will be limited to restroom use only, one athlete at a time.
- Athletes will enter BWAC from designated door to the side of facility ONLY and exit BWAC from rear doors of facility ONLY.
- All athletes must remain in the building until after all their races are complete. Swimmers leaving the facility will not be permitted to re-enter.
- DCS will provide hand sanitizer stations for athletes and coaches while at BWAC.

### Coach/team protocol

- Athletes and coaches will not gather, huddle or perform team cheer.

### Athlete/family protocol

- Athletes must arrive and depart in their swimsuit.
  - Athletes will not be allowed to change or shower at the facility.
- Athletes must enter the building from the designated side entrance and arrive 15 minutes before their scheduled competition.
  - If athletes arrive more than 15 minutes early, they should wait in their car until the appropriate time to enter the facility.
  - **All athletes must remain in the building until after all their races are complete. Swimmers leaving the facility will not be permitted to re-enter.**
  - Athletes must leave the facility immediately at the completion of the competition.

- Parents/spectators will not be allowed in the facility at any time and are expected to practice social distancing while waiting for their athlete.
  - DCS will ensure that the appropriate number of coaches are present during each practice to comply with MAAPP (Safe Sport).
- Athletes should bring their own filled water bottle.

### COVID criteria

- Athletes/officials/DCS coaches must be able to answer “NO” to the following questions before competition in order to be eligible to attend:
  - Have you or anyone in your household had contact with anyone who has tested positive for COVID-19 in the last 14 days?
  - Have you or anyone in your household had any of the following symptoms in the last 14 days:
    - A temperature over 100.4°F
    - A persistent cough
    - Difficulty breathing
  - Are you currently experiencing any symptoms of a fever, chills, muscle pain, sore throat, loss of taste/smell, recent cough, unusual fatigue, headache, shortness of breath or difficulty breathing, diarrhea, nausea, vomiting, or have you had any exposure to someone who has any of these symptoms?
- If any athlete, member of athlete’s household, or staff member has a fever or symptoms of illnesses, they may not attend the competition until 14 days after the fever or symptoms have ceased. This includes athlete siblings.
  - Athletes and staff must produce a negative COVID-19 test result after being diagnosed or suspected to have COVID-19 in order to return to training.
  - Athlete’s with chronic conditions which may produce symptoms (i.e. asthma, ear infections) must provide a doctor’s note to return to training.
  - If exposed to someone that has COVID-19, athlete(s) must produce a negative test or quarantine for 14 days from date of exposure if asymptomatic.
- As team members, we will follow the motto: ***We practice/compete safely for each other.***

### Positive test procedure

- Should someone test positive for COVID-19 within the membership, the following measures will take place:
  - The individual should inform the coaches and/or BWAC immediately.
  - The facility will be shut down for no less than 24 hours to deep clean.
  - DCS will inform the membership of a positive COVID case, as well as if/when the individual was present at the pool.
  - The identity of the individual will be protected per HIPPA laws.

**DOUGLAS COUNTY STINGRAYS, INC.**  
**ASSUMPTION OF RISK, RELEASE AND WAIVER**

In consideration for being permitted by the Douglas County Stingrays, Inc. (hereinafter referred to as the "Stingrays") to participate in the Stingray's swim team and use the Boundary Waters Aquatic Center swimming pool and appurtenant facilities (the "Facilities"), I agree to personally assume any and all risk of use by myself and of all minor children that I may bring to the Facilities and all related activities thereon, including, without limitation, the risk of contracting the COVID-19 virus. I agree that the Stingrays has made no representation, warranty or guarantee that the Facilities are free of the COVID-19 virus or have been cleaned sufficiently to prevent infection and/or transmission of the COVID-19 virus, and that the responsibility and duty to prevent infection and/or transmission of the COVID-19 virus is solely upon me, and any minor children that I may bring to the Facilities. I agree that in the event that either I or my minor child(ren) use the Facilities and test positive for COVID-19, that I will immediately notify the Stingrays Board of Directors and hereby authorize the Board and/or swim team coach to notify the other swim team members of the potential exposure including, but not limited to, the dates and times that I and/or my minor child(ren) used the Facilities even if that information could potentially identify me/us to fellow swimmers. I further agree to abide by all Federal, state, city and/or county ordinances, executive orders, and other rules and regulations issued by any Federal, state, city and/or county authority or regulatory body concerning the COVID-19 virus, including, without limitation, rules regarding gathering sizes, social distancing, sheltering in place, wearing appropriate personal protection equipment ("PPE") and the like. I further agree to unconditionally release, hold harmless and indemnify the Stingrays, and its officers, directors, partners, agents, employees, independent contractors and members from and against any and all claims for injury, damage, or loss sustained by me and all minor children that I may bring to the Facilities, which may accrue or arise out of any use of the Facilities and all related activities thereon, including, but not limited to, any and all claims for negligence, intentional conduct, personal injury, wrongful death, property damage, attorney's fees, litigation costs or money damages of any kind, whether in tort or contract, which I may bring individually or which claims may be brought by my personal representative(s) or assignee(s), or which claims my minor children or their personal representative(s) or assignee(s) may bring.

By signing below, I stipulate and agree that I am signing and entering into this contractual agreement knowingly, voluntarily and of my own free will. By signing below, I also represent and affirm to the Stingrays, and its officers, directors, partners, agents, employees, independent contractors, and members, that I am not aware of any condition, whether physical or mental, which may prohibit me from signing this document or from me or my minor children from engaging in any activities at the Facilities, including testing positive for the COVID-19 virus or exhibiting symptoms consistent with the COVID-19 virus. By signing below, I additionally represent and affirm that I have had an opportunity to inspect the Facilities and agree to abide by all provisions within the Stingrays' rules, regulations and policies, as well as Boundary Waters Aquatic Center's rules, regulations and policies when engaging in use of the Facilities. In addition, I represent and affirm that I am not currently under the influence of alcohol, drugs, medication or other substance which would impair my ability to knowingly and voluntarily sign and enter into this agreement whatsoever. This document shall be governed by and construed in accordance with the laws of the State of Georgia. **I HAVE READ THIS AGREEMENT CAREFULLY BEFORE SIGNING, AND I UNDERSTAND THAT THIS AGREEMENT IS CONTRACTUAL AND NOT A MERE RECITAL.**

**Everyone 18 or older must execute this Assumption of Risk, Release and Waiver to use the Facilities.**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

**For any child ages 17 and younger (Minor Child), each of the Minor Child's guardians must execute the Assumption or Risk, Release and Waiver above for the Minor Child and must complete the information and sign below. For Minor Child(ren):**

\_\_\_\_\_ (print names).

The undersigned Guardian(s) ("Guardian") is a parent or legal guardian of the above-named Minor Child(ren) with full power to execute this Release and Waiver on behalf of the minor and all other Guardians of the Minor Child(ren). As a condition of the Minor Child(ren)'s use of the Facility, Guardian shall, to the fullest extent permitted by law, release and forever discharge the Stingrays, its officers, directors, partners, agents employees and members as set forth above incorporating, agreeing and acknowledging all such provisions, releases and agreements set forth on this document on behalf of said Minor Child(ren)

**GUARDIAN: GUARDIAN:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Swimming Pool Waiver and Release of Liability Form

Release of Liability, Waiver of Claims, Assumption of Risk, and Indemnity Agreement

PLEASE READ CAREFULLY. BY SIGNING THIS DOCUMENT, YOU CHOOSE TO WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

To: **Boundary Waters Aquatic Center Patrons**

I wish to swim at the Center’s pool facilities during the COVID-19 Crisis. By swimming at the aquatic center, I recognize and fully understand certain things, including:

• My use of the pool facilities during my swim involves certain risks, including but not limited to:

1. Exposure to COVID-19
  - a. Those who may have come in contact with anyone exposed with the virus.
  - b. Surfaces that are touched by those who may have been exposed to COVID-19
2. The risk of injury resulting from possible malfunction of the pool equipment;
3. The risk of injuries resulting from tripping or falling over obstacles in the pool area;
4. The risk of injuries resulting from unsupervised divers and swimmers colliding;
5. The risk of other injuries resulting from participating in any action in the pool.

• I recognize and fully understand that the above list is not a complete or exhaustive list of all possible risks; the list only provides examples of types of risks that I am assuming. In exchange for the aquatic center allowing me to utilize the pool and area during this COVID crisis, I hereby agree to the conditions below.

I fully intend and choose to give up the legal rights, as stated below:

1. TO WAIVE ANY AND ALL CLAIMS, to include but not limited to bodily injury, or Covid-19 and disease that I may have in the future against any elected official, Board of Commissioners, Owner, its directors, officers, employees, agents, or representatives (hereinafter referred to as the “Releasees”) relating to my use of the pool and pool area;
2. TO RELEASE THE RELEASEES from any and all liability for any loss, damage, injury, expense, or other cost that I may suffer or that my next of kin may suffer in connection with my use of the Releasees pool or pool area to any cause whatsoever, INCLUDING NEGLIGENCE ON THE PART OF THE RELEASEES;
3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability to property, or personal injury to, any third party, resulting from the use of the pool or pool area
4. That I am over the age of 18 and that I am responsible and will adhere to all the rules of the property;
5. That this Waiver, Release, and Agreement is fully effective and shall be effective and binding upon me, and my heirs, next of kin, executors, administrators, and assigns, or anyone else authorized to act on my behalf or on behalf of my estate. I have read and understood this document. I am aware that by signing this document, I am waiving certain legal rights that I may have against the Releasees, and I fully agree to do so.

Signed: \_\_\_\_\_ Print: \_\_\_\_\_

Date: \_\_\_\_\_ Date of Birth: \_\_\_\_\_