

### POLICY No: 5012 EFFECTIVE: 25th August 2017, Update: July 2021

### The purpose of this document is to provide access control to the pool deck access (field of play) during all Swimming SA swim meets.

### THE POLICY

Swimming SA recognises that, from time to time, various people have the need to access the pool deck area during swim meets. By necessity, access to this area is restricted and only persons authorised by SwimmingSA are permitted access all of whom require physical access to pool deck /field of play as part of their function.

Persons authorised are:

- Swimmers who are entered in events of the swim meet
- Appointed Technical Officials, volunteers
- Pre-nominated accredited Club Coaches
- Pre-nominated Club Team Manager/s
- Pre-nominated Carers for Multi-Class athletes who have been approved by SwimmingSA
- Sport Science staff who have been approved by SwimmingSA
- SwimmingSA Staff, Directors and Committee Members
- Security Personnel and Venue Lifeguards
- SwimmingSA approved Media personnel
- SwimmingSA invited guests

The granting, controlling, and monitoring of the physical access to the pool deck /field of play is important to the safety of persons authorised.

### This access privilege may be revoked at any time by the Board, its authorised representatives, or the Meet Director.

### Adoption of Strategies

### 1. Purpose

The purpose of the Pool Deck Access Policy is to establish the rules for the granting, control, monitoring and removal of physical access to the pool deck/ field of play. The pool deck area is defined as the competition area (pool or open water course), any warm up and swim down designated area, the marshalling/registration and ready areas, recording and electronic timing rooms, the deck area surrounding the main competition pool to a distance of two metres if the spectator area is not on a separate level, the presentation dais and interview area (collectively called the "pool deck area or field of play").

### 2. Audience

This Policy applies to all individuals within a venue that is under the control of SwimmingSA for the purpose of swim meets that are authorised, hosted, run by, or for and on behalf of, SwimmingSA or such other entities that have applied for and received approval to run a swim meet by SwimmingSA.



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#### 3. Access

3.1 The pool deck area is restricted to Persons authorised from the publicised gate opening time until 30 minutes after the conclusion of the last event of each day of the swim meet.

3.2 Only swimmers, Marshalls/Check Starters, Technical Manager, Multi-Class Carers and the Meet Director are permitted access to the marshalling area as desired

3.3 Team Managers may access the Marshalling Area to undertake withdrawals but must not remain in the area.

3.4 Only Coaches may access the coaching area/stand and must remove themselves from the coaches area to speak with Swimmers or Team Managers.

#### 4. Working With Children Check

4.1 All persons authorised to access the pool deck area must have a current Working with Children Check

4.2 A copy must be submitted to SwimmingSA (Via Swim Central) prior to nominating for and accessing the pool deck area for each Swimming SA hosted competition.

4.3 SwimmingSA members can apply for a free Working With Children Check - <u>Click Here</u>:

#### **5. Training and Education Requirements**

5.1 All persons nominating for access to pool deck in a prescribed position must meet the relevant training, education and accreditation requirements as denoted on Swim Central.

5.2 All Coaches must be accredited (Minimum Development Coach) with Swimming Australia and registered as a coach member of SwimmingSA.

5.3 All Assistant Coaches must be accredited as a Teacher of Competitive Strokes and registered as an assistant coach member with SwimmingSA

#### 6. Memberships & Nomination for Pool Deck Access

6.1 All persons requesting access to pool deck must be members of SwimmingSA as relevant to the capacity in which they are seeking to access pool deck.

6.2 All persons requesting pool deck access must nominate on Swim Central prior to the closing dates

6.3 Swimmers are not required to nominate but must be entered in the specific meet to gain pool deck access

### 7. Accreditation

7.1 All persons whose nomination for pool deck access has been granted must check in at the venue entry prior to proceeding to pool deck



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7.2 All Persons authorised must wear and display at all times appropriate accreditation (as is determined by the Board from time to time). This identification may be specifically issued or of a nominated style.

7.3 All persons in a prescribed position at a SwimmingSA Championship Meet are required to have visible at all times their accreditation. For the purpose of Championship Meets Prescribed Position are:

- Technical Officials
- Access Control Volunteers
- Directors and Staff
- Coaches
- Team Managers
- Sports Science Staff
- Media

7.4 Failure to display appropriate accreditation will result in immediate loss of access to the pool deck area and removal there from. Providing an unauthorised person with the use of a person authorised accreditation will result in the immediate loss of access to and the removal of all persons concerned from the venue.

### Terms and Conditions of Pool Deck Access

### <u>General</u>

The following are the Terms of entry to all SwimmingSA events for Accredited Persons.

Event Accredited Persons are all Club persons granted event accreditation by SwimmingSA to its events ("Events") on an "event-by-event" basis between dates specified by SwimmingSA ("Event Accreditation") and include (but are not limited to) the following:

- Athletes, meaning those athletes participating in the Event;
- Coaches, meaning those coaches with athletes participating in the Event;
- Administrators and Support Staff, including team managers, massage therapists, sports scientists, club office holders and staff, SwimmingSA staff, Sponsors; and
- Officials, meaning technical officials

These Terms are not negotiable and by nominating in the Events as an Accredited Person, you hereby acknowledge your acceptance of these Terms:

### Release of Liability by all Event Accredited Persons:

- I release and hold harmless SwimmingSA and its employees, servants, agents and voluntary workers from all actions, proceedings, suits, claims and other liabilities founded in negligence, breach of duty (statutory or otherwise) or howsoever arising from any injuries (including permanent disability, incapacity or death) that I may suffer while participating in the Events, or subsequently occurring in connection with the Events, or that is to any extent contributed to by my participation in the Events.
- If an Event is cancelled for any reason, I release and hold harmless SwimmingSA and its employees, servants, and agents from all actions, proceedings, suits, claims and other liabilities.



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- Unless authorised in writing by SwimmingSA, I must not directly or indirectly engage in (or authorise or procure that other persons engage in) the marketing or promotion of any products or services whilst at the Events or in the vicinity of the Events, including (and without limitation):
  - Representing, distributing and/or promoting products and services of any kind, including (but not limited to) those which compete with those offered by SA or its sponsors; or
  - Ambush marketing
- I understand that if provided with an Event Accreditation pass for an Event ("Pass"), that this Pass is strictly not transferable and must be displayed at all times when I am in the accredited areas permitted by the Pass. I understand that if I am found to be mis-using my Pass, that SwimmingSA may confiscate my Pass and reserves its right to take disciplinary action in accordance with the SA Safe Sport Framework. If my pass is confiscated my rights to access accredited areas will be denied.
- I have read these Terms and fully understand the Terms and have agreed to participate in the Event without any inducement and intend this release to be an unconditional release of all liability to the full extent permitted by the law.

### Acknowledgements by Athletes:

- I understand that I will be undertaking physical exercise at or near the extent of my capacity and that there is a
  possible risk in physical exercise at that level of serious bodily injury, including disability, paralysis or death. I
  understand that these risks may be caused by my own action or inaction, the action or inaction of others, the
  conditions in which the Events take place, or the negligence of others.
- I understand that I should not participate in the Events unless I have trained appropriately and will be in a fit state to complete the Events safely. I acknowledge that if I am aware of an existing medical condition and uncertain of my state of fitness then a consult a medical practitioner should verify my physical condition.

### Acknowledgements by Coaches, Administrators, Support Staff and Officials:

I understand that:

- Nominations to become an Accredited Person for Events must be made for each SwimmingSA Event through the Swim Central Portal.
- Event Accreditation will be granted by SwimmingSA to individuals only and is non-transferrable
- An Event Accreditation will only be issued if I meet the relevant training, education and accreditation requirements for the position I am nomination for
- Other than for Athletes, Event accreditation will only be granted to applicants wishing to attend the Event in a Swimming Club ("Club") working capacity i.e. Coach, Team Manager, Physio, etc.
- Each application for Event Accreditation only covers the nominated person(s) on the SwimmingSA online application form. Event Accreditation is not transferable and does not permit applicants to be accompanied by dependent minors when attending the Events. Dependent minors will not be permitted access to pool deck for OH&S reasons.
- I must only request Event Accreditation to the extent required to enable me to properly perform my duties or to compete as an Athlete for my Club in connection with the Event.



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 It is the responsibility of the Club to ensure any applicant for Event accreditation stating affiliation to their Club is in fact an approved representative with the requisite background checks (including Working with Children Checks or equivalent ("WWCC") in place, as applicable to each Accredited Person.

### SA Safe Sport Framework:

All persons who obtain Event Accreditation agree to be bound by the Swimming Australia ("Safe Sport Framework"). I acknowledge that I have read and understand the Safe Sport Framework, including:

- the responsibilities I have to keep myself and others safe in our sport;
- the standards of behaviour required by Swimming Australia/SwimmingSA in its General Code of Conduct, as well as its Code of Conduct for dealing with Children and Young People;
- the Safe Sport Framework recruitment and screening requirements, including in relation to Working with Children Checks (WWCC) or equivalents; and
- the processes and procedures contained in the Complaint Procedures.
- Under the Safe Sport Framework, all paid employees of Clubs are required to obtain a WWCC or equivalent as required by law.
- For the safety of Children and Young People, SwimmingSA requires that volunteers working with and around Children and Young People obtain a WWCC.

### <u>Rules</u>

I agree to be bound by and fully comply with all FINA and SwimmingSA By-Laws and any other relevant procedures and policies as set out in the SwimmingSA Event Information Book from time to time and available online at www.sa.swimming.org.au.

### **Doping Control Authorisation for Athletes**

Upon request by SwimmingSA, or its designees, I agree to submit to, and participate in, random drug testing conducted by Sport Integrity Australia or the relevant approved doping authority at any time during the Events.

### **Collection of Personal Information**

- I acknowledge and consent to photographs and electronic images being taken of me before, during or after the Events by SwimmingSA, its sponsors and/or its stakeholders. I acknowledge and agree that such photographs and electronic images are owned by SwimmingSA and that the SwimmingSA and event sponsors may use these images, my name and my performance for promotional broadcasting, reporting purposes and/or other purposes at any time by any form of media without my further consent being necessary.
- SwimmingSA is not responsible for photographs and electronic images taken or the collection of my personal
  information by persons who are not an official representative of SwimmingSA. I acknowledge that there may be
  media organisations present at Events who may take photographs and electronic images of me for the purpose
  of their journalistic activities.

### Medical

I consent to receiving any medical treatment including ambulance transportation that SwimmingSA, its authorised designees or venue owners think desirable during or after the Events.



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### <u>Safety</u>

- I agree to comply with all safety precautions undertaken by SwimmingSA (such as pool supervision and briefings such as the team leaders meeting) and acknowledge that such safety precautions are a service to me and other participants but are not a guarantee from SwimmingSA of safety.
- I agree and acknowledge that I am fully responsible for the security of my personal possessions at Events.
- I certify that I am 18 years of age or older, or that I am the parent/legal guardian of a child under the age of 18 and that I have read, understand and accept the Terms.

### Photos, Sound and Video Recordings:

- I agree that images at the Events taken with a camera, mobile phone or other wireless device must not be used for any purpose other than for private and domestic purposes.
- I agree not to sell, license, publish or otherwise commercially exploit any photographs taken at the Event and not to use any images collected at the Events where that use would be regarded as offensive.

### Venue Terms and Conditions of Entry

I agree to comply with all venue terms and conditions of entry and acknowledge that such codes of conduct, conditions, and safety conditions.