

# SOWAT

## ShadowCliffs Open Water Aquatics Team

Visit our web site at: [www.sowat-swimming.org](http://www.sowat-swimming.org)

Join our Facebook group: [SOWAT Swimming](#)

Check your name on the Kiosk list: <http://sowat-swimming.org/EBRPD/Roster.php>

- **Highlight of Team Rules**

- Don't forget to sign in and out at the Kiosk
- You must wear your green SOWAT swim cap
- You must swim with a partner or a boat
- Team hours are 6:00am till 10:00am, 6:00pm till closing seven days a week
- On very hot days (temp over 100) the lifeguards will stay on duty past 6:00pm  
SOWAT swimmers cannot swim until the lifeguards go off duty
- Members caught breaking rules or forging names to bring in non-members will lose SOWAT privileges

**Yearly dues are \$25**, good from June 1 to June 1.

Make checks payable to "SOWAT"

Mail checks and waiver to: Anita Rosen  
1761 Pilgrim Ave  
Mt. View, CA 94040

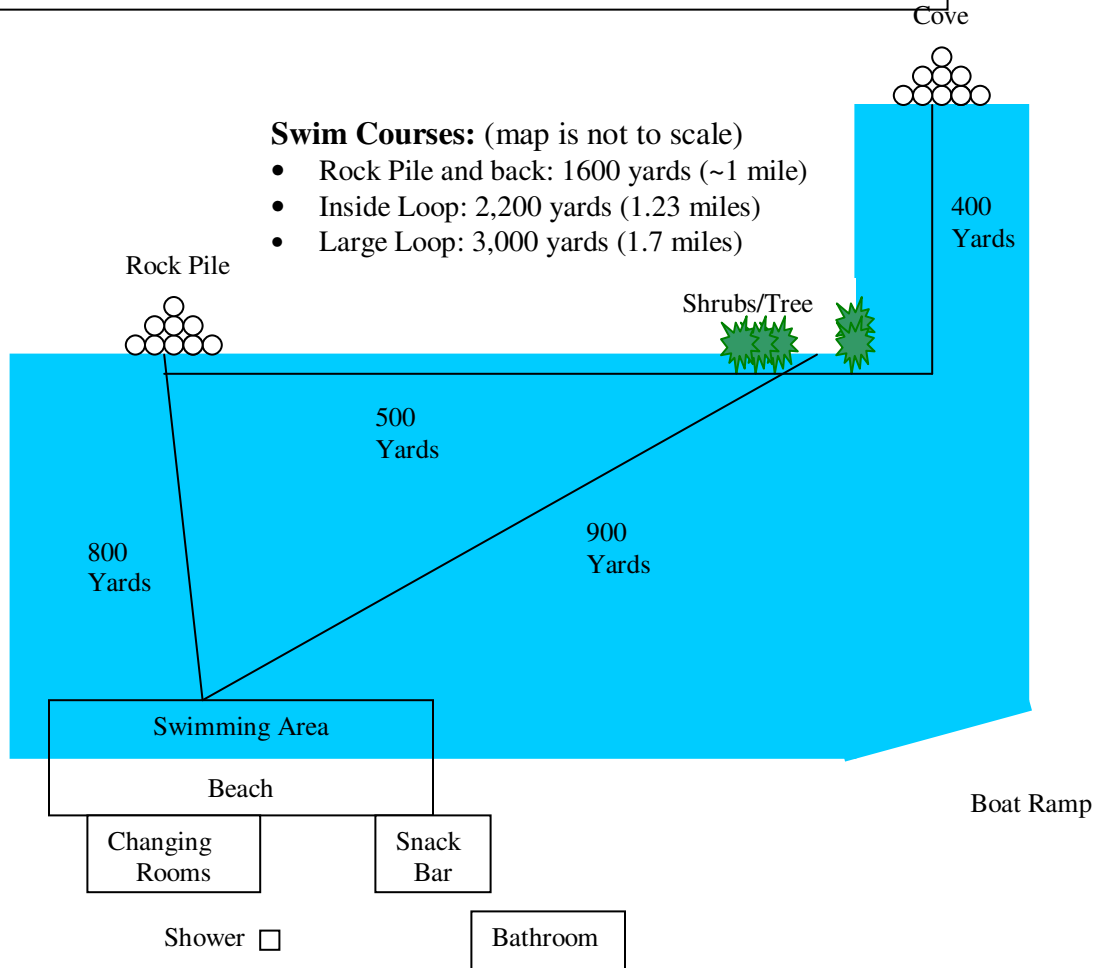
*Please schedule a swim test for friends who are interested in joining SOWAT. The team allows everyone one free swim per season. The park will ticket untested swimmers. Members bringing untested swimmers past lane lines will lose all SOWAT privileges.*

**To schedule a swim test please contact:**

Sue (morning testing) at 925-699-6314 or [suehadley@yahoo.com](mailto:suehadley@yahoo.com)  
Ron (evening testing) at 925-734-6016 or [ronemhoff@comcast.net](mailto:ronemhoff@comcast.net)  
Anita (Sunday morning testing) at 650-968-9382 or [anitarosen@pacbell.net](mailto:anitarosen@pacbell.net)  
Dave at 925-606-0637 or [fizzymagic@fizzymagic.net](mailto:fizzymagic@fizzymagic.net)

# Shadow Cliffs Open Water Aquatics Team

- \$25 a year to join – covers team insurance and caps
- Team hours 6:00am till 10:00am; 6:00pm till closing seven days a week



- Contact information:
- Anita at 650-968-9382 or anita@readygo.com
  - Sue at 925-862-2928 or suehadley@yahoo.com
  - Dave at 925-606-0637 or dk@lInl.gov
  - Ron at 925-734-6016 or ronemhoff@comcast.net

- ### Highlights of Team Rules
- Don't forget to sign in and out at the Kiosk
  - You must wear your green SOWAT swim cap
  - You must swim with a partner or a boat
  - Team hours are 6:00am till 10:00am; 6pm till closing seven days a week
  - On very hot days (temp over 100) the lifeguards will stay on duty past 6:00pm **SOWAT swimmers cannot swim until the lifeguards go off duty**

# Shadowcliffs Open Water Aquatic Team Rules

For the purpose of this document the Shadowcliffs Open Water Aquatic Team is referred to as SOWAT. The Shadowcliffs Regional Park is referred to as the Facility and the East Bay Regional Park district is referred to as the District. The By Laws of this corporation shall be as follows:

A) Membership - Because of the physically demanding nature of the proposed activity, membership in the SOWAT is open to those individuals demonstrating superior swimming ability. For the purpose of this organization superior is defined as the completion of a 1500 meter swim in less than 30 minutes or the ability to swim twice the width of Shadowcliffs lake unaided.

B.) SAFETY - Personal safety shall be the foremost consideration in usage of the Facility by all SOWAT members. All swims shall be performed on a "buddy" basis with two or more members swimming together, or a boater in close proximity to each swimmer. Additionally all SOWAT members must wear a green SOWAT cap at all times when swimming in the Facility.

C.) HOURS - Facility usage by Club members will be determined through consultation with the District. It is proposed that the use of the Facility by SOWAT members be limited to the hours of 6:00am-10:00am, 6:00pm, until closing, Monday through Sunday during the months the Facility is open to the public. Members please note that Facility hours change with the change of available light.

D) AGE - The minimum age for membership in SOWAT shall be 13. Each club member who is a minor shall be "buddied" with an adult member when using the Facility.

E) CHECK IN PROCEDURES - SOWAT members are requested to comply with check in, check out procedure when using the Facility. The Kiosk at the entry to the Facility parking lot will have a clipboard with the names of all SOWAT members. Each individual is required to sign their name and note the time of arrival. Upon departure from the Facility each member must note their time of departure. The Facility asks that members do not block the Kiosk driveway while doing this.

F) DUES - Dues shall be set on an annual basis in accordance with the anticipated budgetary requirements for the Club. Initial dues shall be approximately \$25 a season. The SOWAT season will be from June 1 to June 1.

G) CAPS - All SOWAT members will be given a green SOWAT cap. You must wear your SOWAT cap to swim past the roped in area. Additional caps may be purchased for \$3.

H) RULE ENFORCEMENT - These rules and By-laws are intended to provide safety and manageability of the proposed activity. Non adherence to them may jeopardize the activity for all SOWAT members. A member's failure to comply with these BY-Laws will result in expulsion from SOWAT.

I) OFFICERS OF SOWAT - SOWAT will keep the District currently informed in writing concerning the names and addresses of their officers and directors. Such lists will be updated within ten (10) days following changes of the identity of any officers and directors.

J) WAIVERS - Each member of SOWAT will be required to complete a participant waiver form prior to using the Premises. A copy of the signed waiver will be provided to the District for each member of SOWAT. SOWAT members under the age of 18 will be required to submit a waiver signed by a parent or legal guardian.

### Waiver of Liability

In consideration of the acceptance of my request for membership into the Shadow Cliffs Open Water Aquatic Team, hereafter referred to as SOWAT,

I agree to abide by all the rules and regulations of the East Bay Regional Park District (EBRPD) and SOWAT. I have received a copy of SOWAT club rules and regulations and agree to abide by these rules.

*Applicants that are 18 years of age or less must obtain written parental consent on order to participate in SOWAT club activities.*

I am aware that participation in the activities of SOWAT is potentially dangerous. I have been warned that I should not participate in this activity unless: 1) I am in excellent physical condition 2) I have previously completed a 1500 meter swim in under 30 minutes or I am able to swim one mile in open water continuously, without rest 3) I have been examined by a licensed physician and advised that I can safely participate in the training activities of SOWAT.

Knowing these facts, in consideration of acceptance into SOWAT, I hereby for myself, my heirs, my executors and administrators, waive, release and discharge the directors of SOWAT, the members of SOWAT, the directors and employees of the EBRPD and any successors or assigns from any and all rights, claims or liabilities for damage for any and all injuries to me or my property or for damage caused by me or to anyone else, arising out of or in connection with my participation on this activity

I further agree that I will defend, indemnify and hold harmless the directors of SOWAT, the members of SOWAT, the EBRPD and its employees, directors or its agents against all claims, demands or causes of action including court costs and attorney fees directly or indirectly arising from any or other proceedings brought by or prosecuting for my benefit contrary to this agreement.

This release extends to all claims of any kind and nature whatsoever, whether known or unknown and I expressly wave any benefits I may otherwise have under Section 1542 of the Civil Code of California relating to the release of unknown claims.

Name: \_\_\_\_\_ email: \_\_\_\_\_  
(Printed)

Address: \_\_\_\_\_  
(Parental Signature if under 18)

City, State & Zip Code: \_\_\_\_\_

Cell phone: (\_\_\_\_\_) \_\_\_\_\_

Birth date: \_\_\_\_\_ Current date: \_\_\_\_\_

*I have read the waiver and agree to follow the team rules. I understand that if I break the team rules I will loose my SOWAT privileges.*

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

**EAST BAY REGIONAL PARK DISTRICT**

**WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT**

**Waiver and Release of Liability.** In consideration of being allowed to volunteer, use and participate in activities of the **SOWAT swim team** at the **East Bay Regional Park District** ("Recreational Activity"), I, for myself and my spouse, my child, heirs, personal representatives, next of kin, and assigns, voluntarily agree to release, waive, discharge, and promise not to sue the East Bay Regional Park District, its officers, directors, agents, volunteers, and employees (collectively the "District") from and against any and all liability for any accident, illness, injury, death, wrongful death, or property damage/loss arising out of my participation in the Recreational Activity and/or use of District facilities and equipment (along with the use of transportation provided, arranged, or paid for by the District, including such transportation for medical treatment), whether occurring on or off District property, and whether caused by any negligence of the District or otherwise, excepting only to the extent caused by District's gross negligence.

**Assumption of Risk.** I understand that participation in the Recreational Activity and the use of District facilities, equipment, and transportation carry inherent risks that cannot be eliminated regardless of the care taken to avoid injury. These risks may result in injuries that include, but are not limited to, disease, cuts, eye injuries, blindness, broken bones, concussions, heart attacks, heat stroke, dehydration, joint or back injuries, brain injuries, drowning, paralysis, and death, as well as damage/loss of personal property. I also understand that these risks might arise for a variety of reasons, including but not limited to, actions, inaction or negligence of other parties, participants, or of the District. I further understand that there may be other risks that are not known to me or reasonably foreseeable at this time. **By signing below, I acknowledge that participation in the Recreational Activity and the use of District facilities, equipment, and transportation is voluntary and that I knowingly assume any and all risks, known and unknown.**

**Severability.** I understand and acknowledge that this Agreement is intended to be as broad and inclusive as permitted by law. If any portion of this Agreement is deemed invalid, it is agreed that the remaining portion of the Agreement shall continue in full legal force and effect.

**Minor Participants.** If Participant is under 18, Participant's custodial parent or legal guardian must sign below, warranting that he or she is the Participant's custodial parent or legal guardian, and is agreeing to the terms and conditions of this Agreement, on both his or her and the Participant's behalf. **Parent or legal guardian acknowledges by their signature that they are giving up the same rights for the minor as they would be giving up if they signed this Agreement on their own behalf.**

**I have read this Agreement and understand that I am giving up substantial rights by signing it, but do so voluntarily and intend to completely release the District from the liability described above to the greatest extent allowed by law.** I also understand that this Agreement is legally binding on me and my child (if applicable), spouse, heirs, personal representatives, assigns, and next of kin.

Participant's Name \_\_\_\_\_  
(Print)

Name of Custodial Parent or Guardian (if Participant is under 18): \_\_\_\_\_  
(Print)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Participant Signature (if over 18) or Custodial Parent or Guardian Signature