



EVENT PERMIT

Ordinance 17-08



2025 USA Swimming Southern Zone Open Water Championship

PERMIT NUMBER: TMP2025-00123

Date(s) of Event: April 25-27, 2025.

Property Owner: LEE COUNTY

Applicant: Don Henshaw
239-560-4820

Description: April 25-27th, 2025. Open water swim races.
Friday: 3:00PM-6:00PM.
Saturday: 6:00AM-12:00PM.
Sunday: 6:00AM-12:00PM.

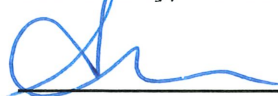
Location of event: 950 ESTERO BLVD, FORT MYERS BEACH, FL 33931
Lynn Hall Park

Will the event be attended by 1000 or more people ?	No
Will the event be held on County Owned Property ?	Yes
Will there be alcohol consumed or sold at the event ?	No
Will a bond be posted for this event ?	No

Permit Conditions:

- * Applicant must meet all event application requirements, including requirements of the sign-off agencies.
- * The premises is to be left in the same condition as it was prior to the event.
- * The permit is to be readily available for inspection during the entire event.
- * If this approval includes the sale or consumption of alcoholic beverages, no alcoholic beverages may be consumed 1 1/2 hours prior to the conclusion of the event and vacating the facility/property.

Board of County Commissioners
Lee County, Florida


County Manager

4/14/25
Date



Lee County
Southwest Florida

Event Application

Special Event

Use of
County
Property

Alcohol
within Lee
County
Facilities

Film, Video
&
Photography

2025 USA SWIMMING
SOUTHERN ZONE OPEN
WATER CHAMPIONSHIPS

TRP2025-00123

Lee County Event Permit Application



Event Application

Check the appropriate box(es) below:

- ☐ SPECIAL EVENT PERMIT
- ☒ USE OF COUNTY PROPERTY PERMIT
- ☐ PERMIT TO SELL AND CONSUME ALCHOLIC BEVERAGES WITHIN LEE COUNTY FACILITIES
- ☐ FILM PERMIT

Section I - GENERAL INFORMATION (All Permit Types)	
Title of Event / Name of Production	2025 USA Swimming Southern Zone Open Water Championships
Date(s) of Event / Production:	April 25, 26, 27 2025
Location(s) of Event:	Lynn Hall Park, FMB
Name of Applicant:	Don Henshaw
Applicant Address:	20560 Rookery Dr. Estero, FL 33928
Applicant Phone Number:	239-560-4820
Contact Person: (If different from applicant)	Same
Contact Phone Number: (If different from applicant)	same
Email Address:	gcst@comcast.net
Estimated Attendance:	400
Event Description: Include each activity, when activities take place, etc.	Open water swim races.
Hours of Operation:	Fri-3 pm to 6 pm, Sat - 6 am to 12 pm, sun 6 am - 12 pm
STRAP # of Parcel:	24-46-23-W3-00023.0000
Owner of Premises*:	Lee County Parks and Rec

*Notarized statement from the property owner specifically consenting to the proposed use required.

Lee County Event Permit Application



What is the Zoning Classification of the premises? County Park

Are any temporary structures to be installed for the event? ☒ Yes ☐ No Type: 4 10x10 tents

Do you have the appropriate permits for the temporary structures? ☒ Yes ☐ No

* For a 'Special Event' and 'Use of County Property' permit, submit a site plan with all proposed facilities and activities identified, including all parking areas.

Insurance Company Insuring the Event: USA Swimming Risk Management

Note: Certificate of Insurance must be submitted at time of application

Surety Company Bonding this Event (Name and Address): _____

Will Vehicles be Used as Part of This Event?

☐ Yes ☒ No

If yes, automobile coverage must be included on the certificate of insurance.

Will Food be Available at this Event?

☐ Yes ☒ No

If yes, products liability coverage must be included on the certificate of insurance.

Will Alcoholic Beverages be served/consumed at this Event?

☐ Yes ☒ No

If yes, liquor liability coverage must be included on the certificate of insurance.

Name & Address of Organization Providing Food:

NA

Type of Food being Served: NA

Section II - USE OF COUNTY PROPERTY PERMIT

Organization Sponsoring the Event: Gulf Coast Swim Team/ SW Florida Swim Club, Inc

Section III - SALE/CONSUMPTION OF ALCHOLIC BEVERAGES PERMIT

Is alcohol being sold/consumed on County Property? Yes ☐ No ☐

If Yes, then a "Lee County Alcohol Permit" is required. Only non-profit organizations can sell alcohol on County Property.

Non-profit certificate/registration number:

(Required if alcohol is to be **SOLD** at the event)

Please note: A permit from the State of Florida Division of Alcoholic Beverages and Tobacco may also be required; please call (239) 344-0885 for further details

☐ TV Movie or Special ☐ TV Series / Pilot ☐ TV Commercial ☐ Still Photos
☐ Public Service Announcement ☐ Industrial / Documentary ☐ Other: _____

Street Closure	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Traffic / Crowd Control	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Fire or Burning	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Explosives or Pyrotechnics	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Animals, Large or Small	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Construction of Any Kind	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Large and/or Numerous Vehicles	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Helicopters, Boats, etc.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Stunts	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Other	<input type="checkbox"/> Yes	<input type="checkbox"/> No

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[illegible][illegible]

Number in Cast: _____ Number in Crew: _____ Number of locals hired: _____

Total budget: _____ Estimate amount spent in Lee County: _____

Hotel room nights: _____ Number of shooting days: _____
number of rooms x number of nights



SECTION I - SAFETY

The Applicant agrees to provide adequate traffic and crowd control, emergency medical services and any other items, at the Applicant's expense, required by Lee County to protect the health, safety and welfare of the public. Lee County shall have the power to review the proposal and require, as necessary, detailed plans, diagrams, and explanations to clearly outline to Lee County, exactly what the Applicant is proposing.

SECTION II - INSURANCE

The Applicant, at its sole expense, agrees to procure and maintain in force during the entire term of the application, liability insurance in the amounts determined by Lee County Risk Management to protect against damages or other claims arising from use of County property by the applicant or its guests. Other limits may also be established by Lee County Risk Management for events which will be serving or consuming alcoholic beverages at approved County property. The insurance policy must also include coverage for Applicant's contingent liability on damages, claims or losses. "Lee County Board of County Commissioners" must be named as "additional insured" on the Certificate of Insurance, and the Certificate must be delivered to Lee County prior to Applicant's use of the property. The Insurance may not be canceled during the term of the event, if this occurs, the County has the right to revoke approvals related to use of the County property for the event, without recourse by the applicant.

SECTION III - INDEMNIFICATION

The Applicant agrees to indemnify, release and save harmless Lee County against any and all claims, costs, demands, damages, judgments or injuries of any nature arising from the conduct or management of, or from any work or thing whatsoever done in or about said Lee County property or any building or structure appurtenant thereto or equipment thereof during the term of this Permit, or arising during such term from any act of negligence of the Applicant, Applicant's agents, contractors, or employees, or arising from any accident, injury, or damage whatsoever, however caused, to any person or persons, or to any property of any person, persons, corporation or corporations, occurring during the term of this agreement on, in, or about said Lee County property, and from and against all costs, attorney's fees, expenses and liabilities occurring in connection with any such claim or any action or proceeding brought thereon.

For film permit applicants: The permittee shall have on-site a responsible representative empowered with authority over the filming director, filming crews, participants and filming operation. Permittee shall indemnify, defend and hold harmless the county, its officers, agents and employees from and against all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind arising out of or occurring during the activities of the permittee, and resulting or occurring from any negligent act, omission or error of permittee, resulting in or relating to injuries to body, life, limb or property sustained in, about or upon the permitted premises or improvement thereto, or arising from the use of the premises.

SECTION IV - DELIVERY, ACCEPTANCE AND SURRENDER OF PREMISES

The Applicant agrees to accept the County property on possession as being in a satisfactory state of repair and in sanitary condition.

The Applicant must surrender the premises to Lee County in the same condition as when Applicant takes possession, allowing for reasonable use and wear, and damage by acts of God. Applicant agrees to remove all business signs or symbols placed on the premises by the Applicant before redelivery of the premises to Lee County, and restore the premises to the condition in which it existed before their placement. Any signs and markings created or used in connection with this event must be temporary and removable; painting roadways, trees or any other fixed object is strictly prohibited. Applicant agrees to clear the Lee County property of litter at the close of the event.

Lee County Event Permit Application



SECTION V - AGREEMENT

The Applicant agrees that Lee County can, at its sole discretion, terminate and cancel its permit to use Lee County property at any time without prejudice. Applicant further agrees to waive, release, save and hold harmless Lee County from any and all claims, demands or cause of actions based upon Lee County's cancellation or termination of said permit.

The Applicant agrees that the Lee County permit does not provide Applicant with any property rights in the County property in question or in the permit itself.

The applicant does acknowledge and hereby affirms that any and all information is accurate to the best of his/her knowledge.

Donald M. Henshaw Jr
Signature of Applicant

Heather M. Fort
Witness

Donald M. Henshaw Jr
Print Name of Applicant and Title

Heather M. Fort
Print Name of Witness

11/23/24
Date

11/23/24
Date

Lee County Event Permit Application



LEE COUNTY SHERIFF'S DEPARTMENT
14750 SIX MILE CYPRESS PARKWAY
FORT MYERS, FLORIDA 33912
(239) 477-1199

Check the appropriate box(es) below:

- ☐ SPECIAL EVENT PERMIT
☒ USE OF COUNTY PROPERTY PERMIT
☐ PERMIT TO SELL AND CONSUME ALCOHOLIC BEVERAGES WITHIN LEE COUNTY FACILITIES
☐ FILM PERMIT

AFTER REVIEWING THE APPLICATION, PLEASE INDICATE BELOW WHAT ARRANGEMENTS YOUR ORGANIZATION WILL REQUIRE THE APPLICANT TO COMPLY WITH FOR THEIR EVENT.

Parking:

All parking for event will be in authorized areas only & will not impede the normal flow of traffic.

Deputies (How Many?):

See Special Arrangements

Fee for Services:

None required for this event as event.

Special Arrangements:

LCSO Marine Unit will provide assistance during this event in accordance with event outline. Event coordinator will be responsible for following any and all special arrangements that Lee County Parks & Rec may set as a condition of their approval and through this process. If there will be amplified sound at the event, it must adhere to the Town of Ft Myers Beach noise ordinance.

Print Name:

P. Gungins

Signature:

[Handwritten Signature]

Title:

Support Services

Date:

2 5 25

Lee County Event Permit Application



FIRE DEPARTMENT

The Fire Department serving the area where the event is to be held signs this form.

Please see User's Guide for contact information and Fire District Map.

Check the appropriate box(es) below:

- ☐ SPECIAL EVENT PERMIT
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AFTER REVIEWING THE APPLICATION, PLEASE INDICATE BELOW WHAT ARRANGEMENTS YOUR ORGANIZATION WILL REQUIRE THE APPLICANT TO COMPLY WITH FOR THEIR EVENT.

Fire Guards (How Many?)

NA

Fee for Services:

Invoiced

Flammable Vegetation:

Not Permitted

First Aid Equipment:

Units on standby

Fire Extinguishing:

As needed

Special Arrangements:

None

Print Name: Jennifer Campbell

Signature: Jennifer Campbell Digitally signed by Jennifer Campbell
Date: 2025.03.18 09:51:04 -04'00'

Title: Fire Official

Date: 3/18/2025



Lee County Event Permit Application

EMERGENCY MEDICAL SERVICES / PUBLIC SAFETY

2000 Main St., Suite #100

FORT MYERS, FL 33901

(239) 533-3911

Check the appropriate box(es) below:

- ☒ SPECIAL EVENT PERMIT
☒ USE OF COUNTY PROPERTY PERMIT
☐ FILM PERMIT

AFTER REVIEWING THE APPLICATION, PLEASE INDICATE BELOW WHAT ARRANGEMENTS YOUR ORGANIZATION WILL REQUIRE THE APPLICANT TO COMPLY WITH FOR THEIR EVENT.

Treatment Facilities:

See Special Arrangements below.

Medical Personnel:

See Special Arrangements below.

Medical Supplies /
Equipment:

See Special Arrangements below.

Safety Requirements:

See Special Arrangements below.

Fee for Services

See Special Arrangements below.

Special Arrangements:

EMS defers to Fort Myers Beach Fire District for specifying EMS coverage for this event, as it falls within their response district. Their department can be contacted at (239) 590-4200.

Print Name: Douglas B. Higgins

Signature:

Digitally signed by Captain Douglas B. Higgins
Date: 2025.01.30 20:09:24 -05'00'

Title:

Captain, EMS Operations

Date:

January 30, 2025

Lee County Event Permit Application



DEPARTMENT OF TRANSPORTATION
1500 MONROE STREET
FORT MYERS, FL 33901
(239) 533-8580

Check the appropriate box(es) below:

- ☒ SPECIAL EVENT PERMIT
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☐ FILM PERMIT

AFTER REVIEWING THE APPLICATION, PLEASE INDICATE BELOW WHAT ARRANGEMENTS YOUR ORGANIZATION WILL REQUIRE THE APPLICANT TO COMPLY WITH FOR THEIR EVENT.

Parking:

No event parking is permitted in Lee County maintained road right of ways.

Ingress and Egress:

Please use all established means of ingress and egress.

Special Arrangements:

Shall use Lee County Sheriff's Office for assistance with traffic control as needed.
Emergency vehicle access and public vehicular access shall be maintained on all surrounding Lee County maintained roads.

Print Name: Nathan Thoman

Signature: Nathaniel C. Thoman

Digitally signed by Nathaniel C. Thoman
Date: 2025.02.07 13:17:12 -05'00'

Title: Project Manager

Date: 02/07/2025

Lee County Event Permit Application



LEE COUNTY PARKS AND RECREATION
3410 PALM BEACH BOULEVARD
FORT MYERS, FLORIDA 33916
(239) 533-7275

Check the appropriate box(es) below:

- ☐ SPECIAL EVENT PERMIT
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☐ FILM PERMIT

AFTER REVIEWING THE APPLICATION, PLEASE INDICATE BELOW WHAT ARRANGEMENTS YOUR ORGANIZATION WILL REQUIRE THE APPLICANT TO COMPLY WITH FOR THEIR EVENT.

Illumination:	Supplemental lighting (head lamps) may be used during pre-dawn hours for set up as needed.
Parking Areas:	Participants will utilize the Lynn Hall parking lot on a first come, first served basis. Any overflow parking will be guided to the Towns paid parking lots under the bridge and the private lots on the Island. Many participants will be staying on the beach and will walk to Lynn Hall Park.
Special Arrangements:	Events organizer must provide adequate events staff/volunteers/parks staff throughout the day for safety/first aid stations, course monitoring, litter control and debris cleanup during and after the event. Work with on-site County parks staff for debris collection area. Participants and spectators must disperse and leave the park/beach area to seek shelter in their vehicles during lightning alerts and threatening weather.

Print Name: Colleen Via

Signature: Colleen Via

Title: Countywide Services Manager

Date: 1/30/2025

Lynn Hall - 2025 USA Swim Championships
4/25 - 4/27/2025

Lee County Event Permit Application



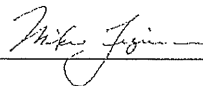
LEE COUNTY RISK MANAGEMENT
COUNTY ADMINISTRATION BUILDING - 4TH FLOOR
2115 SECOND STREET
FORT MYERS, FLORIDA 33901
(239) 533-2221

Check the appropriate box(es) below:

- ☐ SPECIAL EVENT PERMIT
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☐ FILM PERMIT

AFTER REVIEWING THE APPLICATION, PLEASE INDICATE BELOW WHAT ARRANGEMENTS YOUR ORGANIZATION WILL REQUIRE THE APPLICANT TO COMPLY WITH FOR THEIR EVENT.

Insurance Requirements:	<p>Commercial general liability insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence to protect against bodily injury and/or property damage relative to applicants use of aforementioned event within Lee County.</p> <p>Certificate Must Read As:</p> <p>Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are automatic additional insureds and includes an automatic waiver of subrogation with regard to general liability. The certificate holder is an additional insured on a primary and noncontributory basis with regards to general liability.</p>
Special Arrangements:	<p>A Certificate of Insurance shall be submitted as evidence of the required coverage listing Lee County, a political subdivision and Charter County of the State of Florida, P.O. Box 398, Fort Myers, FL 33902 as the certificate holder and as an additional insured as listed above.</p> <p>Subject to proof of insurance.</p>

Print Name: Mike Figueroa
Signature: 
Title: Risk Program Manager
Date: January 31, 2025



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/3/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Office of America 1855 W. State Road 434 Longwood FL 32750	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: usascoi@ioaousa.com	FAX (A/C, No):
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Accredited Surety and Casualty Company, Inc.		26379
INSURER B: United States Fire Insurance Company		21113
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
USA Swimming, Inc.; USA Swimming Foundation, and USA Swimming Local Swimming Committees & Member Clubs
1 Olympic Plaza
Colorado Springs CO 80909-5780

USASWM-01

COVERAGES

CERTIFICATE NUMBER: 363244999

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Participant LL GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Event	Y	Y	1-RSL-CO-17-01538639-00	1/1/2025	1/1/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Abuse/Molestation \$2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	1-RSL-CO-17-01538640-00	1/1/2025	1/1/2026	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Participant Accident			US1929937	1/1/2025	1/1/2026	Excess Medical 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Verification of General Liability and Excess Liability coverage for COVERED ACTIVITIES: Abuse and Molestation Aggregate on the General Liability policy is \$4,000,000. Medical Expense Coverage applies to Office Premises and Event Spectators only. General Liability policy includes a 30 Day Notice of Cancellation per policy provisions.

Other Insureds includes the following: Individual Members of USA Swimming, Inc., while acting in that capacity; Group Members, including Member Clubs, of USA Swimming, Inc. while acting in that capacity but solely as respects to "bodily injury" and "property damage" arising from "covered activities" for which a group member has received approval from USA Swimming, Inc. or its authorized representative.

See Attached...

CERTIFICATE HOLDER

CANCELLATION

OK 01/31/2025 Lee County BOCC 3410 Palm Beach Blvd Fort Myers FL 33916	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE John Burkart

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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Insurance Office of America		NAMED INSURED USA Swimming, Inc.; USA Swimming Foundation, and USA Swimming Local Swimming Committees & Member Clubs 1 Olympic Plaza Colorado Springs CO 80909-5780	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Covered Activities (For Commercial General Liability Coverage)

With respect to USA Swimming, Inc. Member Clubs, Group Members, Member Coaches, and Member Officials (all if in good standing); volunteers and additional insured owner/lessors of premises, sponsors and co-promoters, coverage hereunder for these entities applies only to:

1) Swimming meets that have been issued a written Sanction (pursuant to USA Swimming Rule 202.4 and Rule 202.5) or Approval (pursuant to USA Swimming Rule 202.6). Approved meets means a competition where an Approval is issued by USA Swimming, Inc., or one of the USA Swimming, Inc. Local Swimming Committees for swimming meets conducted in conformance with USA Swimming, Inc. technical rules in which members and non-members may compete, including foreign meets under the USA Swimming, Inc. open border policy. USA Swimming, Inc. member clubs that either host or participate in a swimming meet that has been issued a Sanction or Approval or participate in an open border competition will be considered an insured provided that all of its athletes competing and coaches on deck are members of USA Swimming, Inc. in good standing.

2) Swimming practices, dry land training activities, camps, and learn to swim programs where all swimmers are members of USA Swimming, Inc. or U.S. Masters Swimming, Inc. and are conducted under direct and active supervision of a USA Swimming, Inc. member coach in good standing. Dry land training activities mean weight training, running, calisthenics, and exercise machine training, and any other training activities for which an insured has received approval from USA Swimming, Inc. or its authorized representative.

3) USA Swimming, Inc. Swim-A Thons sponsored by or registered with USA Swimming, Inc.

4) Social events and fund-raising activities that are events or activities for which an insured has received approval from USA Swimming, Inc. or its authorized representative.

5) Swimming tryouts. Swimming Tryouts mean swimming practices where a swimmer(s) who is not and who has never been a member of USA Swimming, Inc. participates in swimming activities with a USA Swimming, Inc. member club for a period not to exceed thirty days from the first day of practice to determine the swimmer's interest in becoming a member of USA Swimming, Inc. Tryout swimmers may not participate in more than one tryout period within the same twelve month span.

6) Safety Training for Swim Coaches, CPR, and Lifeguard Certifications of USA Swimming, Inc. member coaches and/or USA Swimming, Inc. members completing requirements to become member coaches, conducted by USA Swimming, Inc. member coaches that are member representatives of one of the approved agencies listed on the USA Swimming, Inc. Swim Training for Swim Coaches In-Water Skills Checklist.

7) USA Swimming official members in good standing attending an Observed Swim Meet (pursuant to USA Swimming Rule 202.8). An Observed Swim Meet is defined as a swim meet observed by an assigned USA Swimming, Inc. official(s) for conformance with USA Swimming, Inc. technical rules in a meet conducted under rules other than USA Swimming rules.

8) "Organized practices" that have been reported and a premium has been paid for. Organized practices are defined as recreation league meets hosted by USA Swimming member club with community teams that are not USA Swimming member teams.

The Certificate Holder is included as an Additional Insured on a Primary and Non-Contributory basis as required by written agreement. Waiver of Subrogation applies per written agreement.

Member Club: Gulf Coast Swim Team

RE: FL OPEN WATER CHAMPS / SZ OPEN WATER CHAMPS

Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are additional insured on a primary and non contributory basis with respect to General Liability when required by written agreement. Waiver of Subrogation with respect to General Liability applies when required by written agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. Additional Insured

Paragraph 2. of **Section II – Who Is An Insured** is amended by the addition of the following:

- e. Any person or organization is included as an additional insured, but only to the extent such person or organization is held liable for "bodily injury", "property damage" or "personal and advertising injury" caused by your acts or omissions. With respect to the insurance afforded to such insured, all of the following additional provisions apply:
 - (1) You and such person or organization have agreed in a written "insured contract" that such person or organization be added as an additional insured under this policy;
 - (2) The "bodily injury", "property damage" or "personal and advertising injury" for which said person or organization is held liable occurs subsequent to the execution of such "insured contract";
 - (3) The most we will pay is the lesser of either the Limits of Insurance shown in the Declarations or the Limits of Insurance required by the "insured contract";
 - (4) Such person or organization is an insured only with respect to:
 - (a) Their ownership, maintenance, or use of that part of the premises, or land, owned by, rented to, or leased to you, except such person or organization is not an insured with respect to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization;
 - (b) Your ongoing operations performed for that insured;
 - (c) Their financial control of you, except such person or organization is not an insured with respect to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization;
 - (d) The maintenance, operation or use by you of equipment leased to you by such person or organization;
 - (e) Operations performed by you or on your behalf and for which a state or political subdivision has issued a permit, provided such operations are not performed for such state or political subdivision, and are not included within the "products-completed operations hazard";
 - (5) This insurance does not apply to "bodily injury", "property damage", "personal and advertising injury", "occurrence" or offense:
 - (a) Which takes place at a particular premise after you cease to be a tenant of that premises;
 - (b) Which takes place after all work, including materials, parts or equipment furnished in connection with such work to be performed by or on behalf of the additional insured at the site of the covered operations, has been completed;
 - (c) Which takes place after that portion of "your work" out of which the injury or damage arises has been put to its intended use by any other person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project;
 - (d) Which takes place after the expiration of any equipment lease to which (4)(d) above applies;

(6) With respect to architects, engineers or surveyors, coverage does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional services by or for you, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications;
- (b) Supervisory, inspection, architectural or engineering services.

However, if an Additional Insured endorsement is attached to this policy that specifically names a person or organization as an insured, then this subsection **2.e.** does not apply to such person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.