

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING A HOST FACILITY AGREEMENT WITH THE WORLD WATERPARK ASSOCIATION FOR THE 15<sup>TH</sup> ANNUAL WORLD'S LARGEST SWIM LESSON AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, each June, the World Waterpark Association holds the World's Largest Swim Lesson, a national event in which simultaneous swim lessons are held across the nation to build awareness about the vital importance of teaching children to swim to help prevent drowning which is the second leading cause of unintended injury related deaths for 1-14 year olds; and

WHEREAS, the Kingsport Aquatic Center has historically partaken in this national event which helps to promote our year-round swim lesson offerings, and the Aquatic Center will be recognized on the World's Largest Swim Lesson website for participating; and

WHEREAS, there is no cost for the Kingsport Aquatic Center to participate in the World's Largest Swim Lesson.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That the host agreement with World Waterpark Association for the World's Largest Swim Lesson, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the World Waterpark Association for the World's Largest Swim Lesson, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said agreement being as follows:

*World's Largest Swimming Lesson Host Facility Liability and Publicity Release*

Aquatic Facility Name: Kingsport Aquatic Center

Address: 1820 Meadowview Parkway

City: Kingsport State: Tennessee Zip: 37660

Main Phone: 423-343-9758 Direct Phone: \_\_\_\_\_

Facility Representative (Name): Primary-Madison Gump Wendy Terrazas

Title: Madison-Program Coordinator Wendy-Aquatics Director

By registering to participate in this event, our facility acknowledges that:

1. American Red Cross (ARC), Amusement Today, Aquatics International, Association of Aquatic Professionals (AOAP), Australasian Leisure Management, Australian Swim Schools Association, Bloolooop, Centers For Disease Control & Prevention, Colin's Hope, CPSC's Pool Safety, INATI, International Federation of Swimming Teachers' Associations (IFSTA), Jeff Ellis & Associates, Lifeguards Without Borders, Metodologia Gustavo Borges, National Aquatic Safety Company (NASCO), National Drowning Prevention Alliance (NDPA), National Recreation & Park Association (NRPA), Neptune Splash Radio, Park World Magazine, Pinch-A-Penny, Pool & Hot Tub Alliance, Safe Kids Worldwide, STA, Starfish Aquatics Institute, StarGuard ELITE, Stop Drowning Now, Swim Australia, The Redwoods Group, United States Swim School Association, Water Safety Products, World Waterpark Association (WWA), and others who may be added later and are posted on the

World's Largest Swimming Lesson website, including all National Level Supporting Organizations, State Level Supporting Organizations and Media Partners, have joined together to act as Presenting Organizations for the World's Largest Swimming Lesson (WLSL), which will occur at numerous facilities on June 20, 2024.

The Presenting Organizations have not inspected or tested any of the host facilities and will not be present at the facilities during or prior to the WLSL Lesson. The design, construction, operation and maintenance of the facilities and the instruction and supervision of all facility staff, participants and their parents or guardians in attendance shall be the sole responsibility of each facility as per local, state and federal pool and spa regulations and no Presenting Organization or their parents, partners, stockholders, affiliates, subsidiaries, advertising and promotion agencies and their respective directors, officers, employees, licensees, ("Releasees"), and all others associated with the development and execution of this event shall be liable for the safety of any employees, instructors, participants or their parents and guardians or for any acts or omissions on the part of any facility in connection with this event. This provision shall be applicable to the extent permitted by Tennessee law.

2. By participating in the WLSL event, I hereby give Releasees full permission and authority to use, publish and display our facility, employees and local WLSL event attendee names, voices, photographs or other likeness in connection with this event and any events that are scheduled in connection therewith including, without limitation, for advertising, publicity and trade purposes in any and all media worldwide in perpetuity without any additional compensation payable.

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreement set out herein that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

SECTION IV. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort and prosperity of the citizens of the city.

SECTION V. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 7th day of May, 2024.

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PATRICK W. SHULL, MAYOR

ATTEST:

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ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

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RODNEY B. ROWLETT, III, CITY ATTORNEY