

SANCTIONING GUIDELINES

BELOW ARE EVENTS/ACTIVITIES THAT ARE SANCTIONED OR NON-SANCTIONED FOR PURPOSES OF CLUB/TEAM AND/OR SKILL DEVELOPMENT ALONG WITH THEIR ASSOCIATED NOTES/CONDITIONS

| Administration | Notes & Conditions |
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| <p>Facility Rentals:</p> <p>Note: you must review your facility contracts carefully for these clauses as insurance will not be extended.</p> | <p>Coverage only applies where agreement <u>DOES NOT</u> include the following clauses:</p> <ol style="list-style-type: none"> 1. A “Holds Harmless” clause <i>(A provision in an agreement under which one or both parties agree not to hold the other party responsible for any loss, damage, or legal liability. In effect, this clause indemnifies the parties on a unilateral or reciprocal basis (as the case may be). See also indemnity clause.</i> <p>Where agreement includes such a clause, the burden of responsibility lies with the signor and not Alberta Artistic Swimming.</p> <p>If the contract requires artistic swimming clubs to indemnify and hold harmless the municipality or facility owner, and if it does not contain a phrase limiting the artistic swimming club’s responsibilities to claims arising out of the artistic swimming club’s activities, then the following should be added to the indemnification and hold harmless section of the agreement:</p> <p>“Except claims arising from the negligence or responsibility of the lessor/ municipality or facility owner”.</p> <ol style="list-style-type: none"> 2. Waiver of Subrogation: Rights of subrogation flow from an insured to the insurer who pays on the insured’s behalf. By providing a waiver of subrogation you are removing the rights of the Insurance Company to recover any money from a third party or a client. (Alberta Artistic Swimming is not prepared to subrogate these rights and remove the involvement of our insurance company.) 3. Primary & Non-Contributory: This clause makes Alberta Artistic Swimming's insurance the first to respond, and in case of a loss where the liability is split between Alberta Artistic Swimming and the certificate holder, Alberta Artistic Swimming pays for the whole loss. (Alberta Artistic Swimming is not prepared to assume the full loss for instances which should be shared liability.) <p>For clarity, contact the Alberta Artistic Swimming office.</p> |

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| Events that ARE Sanctioned: Pool | Notes & Conditions |
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| Invitational Competitions | 1. Suspended until further notice; |
| Season Training | <ul style="list-style-type: none"> • Club Sanction must have been submitted to Alberta Artistic Swimming, including pool diagrams. • Summer camps require a separate sanction. • Travel sanction required for any training camps out of their local municipality. (currently suspended) |
| Events that ARE Sanctioned: Non-Pool | Notes & Conditions |
| Season Training – Dryland | <ol style="list-style-type: none"> 1. This must be listed within the Club’s Sanction or separate sanction requested. 2. Artistic swimming coaches must meet the minimum certification policy of Canada Artistic Swimming and be current, registered members. <p style="background-color: yellow; margin-top: 10px;">Note: if a contractor or non-artistic swimming coach is coaching this training at a facility space rented by the club then the activity is covered but not the contractor/non-artistic swimming coach <i>provided the club has obtained a certificate of insurance from the contractor or provider.</i></p> |
| Virtual Training | <ol style="list-style-type: none"> 1. May be led by an AAS member coach that: <ol style="list-style-type: none"> a. is compliant with all Canada Artistic Swimming (CAS) and Alberta Artistic Swimming (AAS) policies; b. is a member in good standing with AAS and CAS; c. leading activities on behalf of an AAS Member club. d. Is an activity which has been sanctioned by AAS and adheres to the Return to Artistic Swimming (R2AS) 2020-2021 Guidelines. <p style="text-align: center; margin: 5px 0;">OR</p> 2. May be led by a third-party contractor if: <ol style="list-style-type: none"> a. these individuals meet the CAS Screening Policy for “designated persons”; b. <i>provide</i> a certificate of insurance, submit the AAS release and proof of screening that meets the CAS Screening Policy to the club; c. <i>list these individuals on your Club coach roster</i>; d. the program aligns and adheres to the R2AS 2020-2021 Guidelines. 3. Virtual training has received sanction as part of the Club Sanction or a separate Virtual Training sanction has been submitted and approved. 4. Low risk activities only - no acrobatic movements, head/full elbow stands or breath holding may be trained. 5. NO third-party provider individuals recommend on YouTube, Instagram or others will be sanctioned. Refer to the FAQs for virtual training. |

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| Social Media Challenges | Only those Social Media Challenges created by AAS are sanctioned. |
| Fundraising or year-end event (i.e. banquet, silent auction) without alcohol. | <ul style="list-style-type: none"> The event must be solely organized by the club and COVID implications will be assessed to determine if AAS will sanction. Approval of such events would be liability protection only. Pot-lucks will not be sanctioned by AAS. |
| Development Seminars / Programs (ex. Coaching Clinics, Skill Camps) | Those that are directly operated by the club related to the activities of the club would be considered for sanctioned. |
| Mall Display and/or Mall Registration Booth. | Requires appropriate supervision and risk management if registered members are involved. |
| Gambling, Lotteries (50/50, Raffle Tickets). | <ul style="list-style-type: none"> Activity must comply with municipal and provincial legislation as well as follow all recommended COVID guideline for such activities. Volunteers must follow all recommended COVID guidelines, wear masks and submit a waiver to AAS.COVID guidelines, wear masks and submit a waiver to AAS. Only liability is covered, not the prizes themselves. |
| Bingos | <ul style="list-style-type: none"> These are acceptable taking into consideration the selling of alcohol and Provincial laws. Our coverage has a liquor liability exclusion. Volunteers must follow all recommended COVID guidelines, wear masks and submit a waiver to AAS. |

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| Events that ARE NOT Sanctioned | Comments |
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| Team meals while attending a competition. | For 2020/2021 team meals will not be sanctioned. |
| Private Training under private contractor (private or local fitness centre, training centre, local Recreation Centre) | <p>If a club/team is in a private facility using a private contractor for training, the event is not sanctioned (coverage should fall under contractor). Insurance policy must be provided by the contractor/company.</p> <p>Private groups are not covered under Alberta Artistic Swimming Insurance.</p> |
| Non-Artistic swimming related activities | Alberta Artistic Swimming insurance is not designed to cover non-artistic swimming related activities. |
| Community Festivals / Parades | Community Festivals / Parades will likely have their own insurance. Alberta Artistic Swimming will not cover the event. |
| Other Sport Activities. Examples include: <ul style="list-style-type: none"> • Slo-Pitch • Diving • Soccer • Swimming | <p>Alberta Artistic Swimming insurance is not designed to cover other sports against other groups / teams.</p> <p>These activities must be used for skill development within a team/club. Not exclusively playing the sport against another group and/or team.</p> |
| Social Events | <p>Examples of such activities not covered includes but is not limited to:</p> <ul style="list-style-type: none"> • Attending concerts, movies • Participating in activities like laser tag, amusement parks • Club parties (Subject to confirmation of approval by insurer.) |
| High Risk Events | Any activity considered to be high-risk events. |
| Vendors at Events | Alberta Artistic Swimming's policies do not extend to Vendors participating or providing displays at events. Vendors must provide proof of their own insurance coverage. |