

RULES AND REGULATIONS
DEPARTMENT OF PARKS AND RECREATION OF THE
COUNTY OF HAWAII

RULE 5
RULES RELATING TO
ALL COUNTY SWIMMING POOL COMPLEXES

EFFECTIVE DATE: NOVEMBER 5, 2006

RULES AND REGULATIONS OF THE
DEPARTMENT OF PARKS AND RECREATION OF THE
COUNTY OF HAWAII

RULE 5 - RULES RELATING TO ALL COUNTY SWIMMING POOL COMPLEXES

Section 1. Definitions

- A. County shall mean the County of Hawaii.
- B. Swimming Pool Complex shall mean all land, all buildings and improvements erected for or used for the purpose of providing or furthering the operation or maintenance of County swimming pools including but not limited to parking lots, grounds, walkways, changing rooms, showers, lockers and spectator deck and pool areas.
- C. Spectator area shall mean that area set aside for spectators to view activities held in the pool area.
- D. Locker Room area shall mean the enclosed area including but not limited to showers, changing rooms, lockers and toilet facilities.
- E. Deck area shall mean that area immediately adjacent to and surrounding the swimming pool upon which swimmers walk.
- F. Swimming pool shall mean the swimming area or enclosure filled with water for use in swimming or diving and which is operated by the County of Hawaii.
- G. Director shall mean the Director of the Department of Parks and Recreation and/or his designated representative.
- H. County Lifeguard shall mean a county employee certified in the performance of lifeguard duties and pool operations and maintenance.
- I. Department shall mean the Department of Parks and Recreation, County of Hawaii.
- J. Lessee shall mean any natural person, group of individuals, corporation, partnership, association, trust or other legal entity who has completed an "Application for Use of the County Facilities" form, signed a lease agreement, paid the necessary fees, and who has a confirmed reservation date.
- K. Security Guards shall mean employees of the Hawaii County Police Department or agencies licensed by the State of Hawaii, Department of Regulatory Agencies, who are directly assigned by the Lessee or County of Hawaii to perform security guard functions.

- L. Patrons shall mean those natural persons, using the facilities of the swimming pool complex, whether for swimming activity, or in attendance at any activity, function or event at the complex.
- M. Normal working hours shall mean those regularly scheduled work hours of the County personnel normally assigned to the pool facilities.
- N. Longitudinal sides of the swimming pool shall mean the two boundaries of a swimming pool rectangular in shape which are parallel to each other and which, in relation to the ends of the pool, are perpendicular to these ends.
- O. Ends of the swimming pool shall mean the two boundaries of a swimming pool which are parallel to each other (one boundary of which is located diving board(s) and/or diving towers) and which are perpendicular to the longitudinal sides.
- P. Persons with Disabilities means, with respect to an individual, a physical or mental impairment which substantially limits one or more major life activities of such individual, a record of such an impairment or being regarded as having such an impairment.
- Q. Service Animals means animals that are individually trained to perform tasks for people with disabilities; such as any guide dog, signal dog, or other animal trained to provide assistance to persons with visual, hearing, or physical impairments.

Section 2. General Rules and Regulations Affecting the Public and Users of the Swimming Pool Complex, Including but Not Limited to Locker Rooms, Pool Basin, Pool Deck, Parking Lot and Surrounding Area

- A. Rules affecting the entire swimming pool complex are hereby established for reasons of public health, safety and general welfare of the people and the County of Hawaii:
 1. Running, rough playing, loitering, or any act or activity within the boundaries of the swimming pool complex that may be detrimental to the health, safety and individual rights of other persons using or present in this complex shall not be permitted in or upon the swimming pool complex.
 2. Eating, drinking or smoking of any kind shall not be permitted in the swimming pool complex unless first approved by the Director.
 3. Persons shall not be permitted in or upon the swimming pool complex if there are reasonable grounds to believe that the persons are under the influence of alcohol or any narcotic or other drug.
 4. No animals shall be permitted on or within any swimming pool complex except for service animals.
 5. The display, consumption, sale and possession of any alcoholic beverages,

narcotic drugs or other stimulant or depressant drugs or substances within the entire swimming pool complex is prohibited.

6. No electrical device or equipment shall be permitted or operated within the swimming pool complex without written consent of the Director.
7. Playing with or moving pool equipment is prohibited.
8. The Director or his designated representative at any time may restrict the use of any County swimming pool complex or any component part thereof when his opinion, such use would create, or cause to be created, hazardous or dangerous conditions.
9. No articles made of glass may be brought onto or into the swimming pool, locker room area, deck area and spectator area unless use of the glass article (such as prescription goggles) is necessary to provide access to swimming to a person with disabilities. Eyeglasses or contact lenses may be worn in the locker room and spectator areas.
10. The Director shall be empowered to enforce all rules and regulations contained herein, as well as County or State laws, and may institute such temporary rules and regulations as necessary to protect persons or property.
11. Spitting, spouting or discharging water through the mouth, blowing through the nose so as to cause a discharge of mucus or other substance and/or other similar acts are prohibited in any County swimming pool complex.
12. All patrons under the age of seven (7) must be accompanied and supervised by a parent, guardian or responsible adult when in or upon any swimming pool complex.
13. The use or presence of skateboards, bicycles, roller skates or similar objects is prohibited on the deck area, locker rooms, spectator area, pedestrian walkways, or in the swimming pool.
14. Sitting on or climbing on or over any railings or fence is prohibited.
15. Littering or disposing of any object is prohibited except in containers provided for such use.

B. Rules Relating Specifically to the Swimming Pool.

1. All persons having or suspected of having infections or communicable diseases, shall not be permitted entry into any swimming pool.
2. All persons having bandages, bandaids, gauze patches, or tape, attached to their bodies and which may conceal open wounds, sores, etc., shall not be permitted entry into any swimming pool.
3. Except for approved bathing attire, plastic swim goggles, nose clips and any

item that is necessary to provide swimming access to persons with disabilities, the use or bringing into the swimming pool or pool deck of any man-made or natural article such as, but not limited to, rocks, pebbles, sticks, diving masks, balls, snorkels, clothing, and other such man-made materials and equipment is prohibited. Such items may be allowed by the Director for use in conjunction with educational, instructional or controlled activities approved by the Director.

4. Diving into the shallow water areas of any swimming pool is prohibited except as approved by the Director.
5. Protective tank boots will be required for all SCUBA tanks when being utilized in the swimming pool.

C. Rules Relating Specifically to the Pool Deck.

1. Patrons shall not be allowed on the pool deck or in the pool basin until the assigned lifeguard(s) is(are) on duty on the pool deck.
2. Objects such as street clothing, shoes, bottles, eyeglasses, towels, hair pins, suntan oil containers, etc., shall not be permitted within the pool deck or pool basin area unless hereinafter permitted or authorized by the Director.

D. Rules Relating Specifically to the Locker Room Area.

1. Throwing of soap, towels and other objects is prohibited.
2. Showers must be turned off after use.
3. Loitering, mischievous, or dangerous conduct within the locker room is prohibited.
4. Screaming, shouting or creating a disturbance within the locker room area is prohibited.
5. Showers are to be utilized only by pool patrons and only for the specific purpose of fulfilling the requirements of the Hawaii State Department of Health Public Health Regulations, Chapter 1-B. Showers shall not be used for personal purposes not related to the use of the swimming pool.
6. Locks are not to be left on lockers overnight.

E. Rules Relating Specifically to the Spectator Area.

1. Food, drink or other consumable items shall not be permitted within the spectator area without first obtaining the approval of the Director.

F. Rules Relating to the Use of Diving Tower and Diving Boards.

1. Diving Boards.

- a. Pushing, shoving, crowding, boisterous play or other conduct that is detrimental to the health and safety of any person is prohibited.
- b. Diving boards will be in operation only during those hours designated by the Director.
- c. Only one person at a time is permitted on any diving board or diving board ladder.
- d. Not more than one bounce is permitted while on any diving board.
- e. Throwing of any objects from any diving board is prohibited.
- f. Except during competitive diving events, all patrons, after diving from the diving board, must swim to the nearest longitudinal side of the swimming pool.
- g. Diving or jumping off in any direction other than that toward the shallow end of the swimming pool and in a direction parallel to the longitudinal sides of the swimming pool is prohibited.
- h. Diving or jumping from any diving board is prohibited unless the area of water beneath or surrounding any board is clear of all persons or objects.

2. Towers.

- a. Only one patron is allowed at the edge of the tower platform at any one time; other patrons must remain behind the restraining line until such time as the preceding patron has left the platform.
- b. Standing or waiting on tower stairway or ladders is prohibited.
- c. Pushing, shoving, boisterous play or other conduct that is detrimental to the health and safety of any individual is prohibited.
- d. Patrons under the age of eighteen (18) will not be allowed use of the tower without the written consent of parent or legal guardian and such use will be allowed only if the Director is satisfied as to the individual's competence in the use of such equipment. Oral parental or guardian consent may be accepted provided that in any case of use by oral consent, the parent or guardian must be present at the complex.
- e. Diving or jumping from the tower is prohibited unless the area of water beneath or surrounding any tower platform is clear of all persons or objects.
- f. Diving or jumping off the tower in any direction other than toward the shallow end of the swimming pool and in a direction parallel to the longitudinal sides of the swimming pool is prohibited.

- g. Throwing of objects from the tower is prohibited.
- h. All patrons using the tower must, after diving or jumping from the tower, swim to the nearest longitudinal side of the pool.
- i. Diving towers will be in operation only during those hours designated by the Director.

Section 3. General Rules and Regulations Relating to the Leasing of County Swimming Pool Facilities

A. Application for Use of all County Swimming Pool Facilities.

- 1. Application for exclusive use of any swimming pool complex shall be made with the departmental personnel in charge of the complex.
- 2. Applications may be made only by responsible adults or responsible adult representatives of the group desiring use.
- 3. Applications shall be accepted on a first-come first-served basis and only upon the approval of the Director and only when the pool is not scheduled by the Director for general public use.
- 4. Applications shall be confirmed only after the signing of the lease agreement and the receipt of the fees as prescribed. All applications not so submitted or received shall be considered tentative and subject to withdrawal by the Director.
- 5. Applications for reservations for all exclusive team practice sessions, or other events covering a period of several days, weeks, months, may be submitted on one application form, but must be accompanied by a schedule of such events.
- 6. Events other than aquatic activities shall require a special use written agreement setting forth the terms and conditions regarding the special use permit.

B. Rules Affecting the Responsibilities of the Lessee for all County Swimming Pool Complexes.

- 1. The lessee shall be required to sign a written lease agreement covering the length of time the lessee has full use of the swimming pool complex. The agreement shall include the requirements to be fulfilled before, during, and after the scheduled event.
- 2. The lessee shall abide by the rules, regulations, and policies of the Department and any directives set by the Director; and shall accept the Director's interpretation of all departmental rules, regulations, policies and directives as conclusive.
- 3. The lessee shall not sublet swimming pool facilities to any other individual,

group, or organization.

4. The lessee shall, at all times, use due care to assure public safety, enforce all rules and regulations as herein provided, and shall indemnify and hold the County of Hawaii harmless from all claims and demands for property damage, personal injury, or wrongful deaths arising out of or in connection with the use of any swimming pool complex by the lessee, his employees, agents, contractors, or others under its direction and control.
5. The lessee shall be liable for all damages incurred during the lease period to persons or property while in or upon the swimming pool complex attributable to the negligence of the lessee, its employees, agents, contractors or others under its control or direction.
6. The total number of spectators allowed in the swimming pool complex as well as swimmers within the swimming pool and deck areas shall not exceed the safe limit as defined by the Department for each swimming pool complex. The lessee shall be responsible for enforcing and controlling this limitation.
7. The lessee shall provide a sufficient number of ushers to control the seating of patrons in the spectator area. The minimum number of ushers to be used for any occasion shall be determined by the Director before the date of the occasion.
8. The lessee shall observe all Fire Department regulations and shall furnish proper clearances as may be required by the Director.
9. The lessee shall not allow patrons to stand, sit, or lie in aisles, stairways, or doorways of the spectator area.
10. The lessee shall not allow patrons to carry into the spectator areas of any swimming pool complex, objects made of glass or any objects which may be used as missiles and cause bodily injury to other persons.
11. The lessee may be required to provide for police protection of either Hawaii County police officers and/or bona fide security guards. The lessee shall submit to the Director written evidence confirming the hiring of the required number of security personnel fourteen (14) days prior to the scheduled event. The minimum number of security personnel to be used for any occasion shall be determined by the Director. After first notifying the Lessee, the Director may, at his option, hire the required number of security personnel and bill the lessee for the costs of such services, and in such cases, may collect in advance an amount sufficient to cover the cost of hiring the security personnel.
12. Security personnel such as police officers or security guards shall be responsible for maintaining order, enforcing all rules and regulations affecting the use of the swimming pool complex, as well as other laws of the County and the State of Hawaii. Such personnel shall be under the supervision and control of the lessee. All security personnel shall be familiar

and knowledgeable of all rules and regulations contained herein and the lessee shall insure such familiarity and knowledge.

13. The lessee shall not have commercial radio or television broadcasts, movies, films, recordings, or video tapes made of any performance or event in the facilities leased unless specific written permission is granted by the Director. A charge equal to thirty percent (30%) of all considerations received by the lessee for radio and television broadcasts, movies, recordings, video tapes, films, or residual rights resulting from the use of the swimming pool complex shall be levied.
14. The Director may, at his discretion, require the lessee to show evidence of liability and property damage insurance in accordance with the specifications set forth by the Department in Appendix C attached hereto and incorporated by reference herein.
15. The Director may, at his discretion, require the lessee to post a proper amount of bond based upon the estimate of costs accrued to the County of Hawaii due to damages, repairs, etc. (to be determined with each specific event) to protect the County of Hawaii's interest for any specific agreement made between the lessee and the department.
16. The lessee shall confine its activities to hours designated in the lease agreement, including all preparation and clean-up time.
17. All construction, decoration, placement, installation, setting up, dismantling, and removal of equipment and apparatus at the swimming pool complex shall require prior approval of the Director and shall be the responsibility of the lessee. The lessee shall notify the Director, in writing, of any alterations to be made to the swimming pool complex.
18. The lessee shall allow free and immediate access to the swimming pool complex to the Director for the purpose of periodic inspections.

C. Use of County Swimming Pool Equipment by Lessee.

1. The lessee shall include in his application a request for use of equipment provided at the swimming pool complex by the County and shall be responsible for setting up and removing all such equipment. The lessee shall be responsible for obtaining equipment other than that assigned to the swimming pool facility through lessee's own efforts.
2. Any public address system assigned to the swimming pool complex shall be made available to the lessee without cost. It shall be set up and operated by the assigned lifeguard or attendant or a representative of the lessee who has previously been cleared for operational efficiency by the Director.

D. Supervisory Requirements for all Leased or Rented County Swimming Pool Complexes.

1. A minimum of one (1) lifeguard for every fifty (50) swimmers must be

present and on duty when any County swimming pool complex is leased or rented.

2. When any County swimming pool complex is in use, there must be at least one (1) County lifeguard in attendance at all times.
 - a. No charges for this service will be incurred when the rental period falls within the normal working hours of the county lifeguard; however, the Rentee or Lessee must furnish one (1) additional certified lifeguard who shall be solely responsible for the safety of all participants and for the enforcement of all rules as specified in Section 2 of these rules. Certification required shall be a current American Red Cross Senior or Advanced Life Saving certificate or equivalent.
 - b. A lifeguard fee shall be charged for all after working hour functions at such rates as prescribed in Appendix A of these rules.
3. Whenever more than fifty (50) swimmers are using any leased County swimming pool, an additional certified lifeguard is required and must be on duty.
 - a. The lessee at his discretion may provide the additional certified lifeguard(s).
 - b. The lessee, at his discretion, may hire additional County lifeguard(s) at such cost as hereinafter set forth in Appendix A attached hereto and incorporated by reference herein.

E. Rules and Regulations Applicable to Rentals Covered Under Usage Type Entitled "Exclusive Team Practice."

1. For purposes of this subsection, the term "month" shall refer only to those periods of time within a calendar month that have been approved by the Director for competitive aquatic sports training.
2. "Semi-Private" Classification: \$10.00 per month for the first 20 or fewer persons plus 50¢ per month for each person in excess of 20 persons. For purposes of computation where only a portion of a month is involved, the charge shall be 5¢ per day.
3. "Private" Classification: \$20 per month for the first 20 or fewer persons plus \$1.00 per month for each person in excess of 20 persons. For purposes of computation where only a portion of a month is involved, the charge shall be 10¢ per day.
4. Fees shall be payable in advance for the entire season. The days, times and duration of the season shall be specified by the Director. Partial payments shall not be accepted.
5. No fees shall be refunded once reservations are made, fees collected, fees receipted and deposited.

6. Reservations shall be allowable (1) only during those periods specified by the Director; (2) only when the pool is not scheduled for General Public (Public Activities) recreational use; and (3) when only a portion of the pool is desired for exclusive competitive Aquatic Sport Training.
7. The Director reserves the right to modify or cancel all or any part of the Rental Agreement or Permit upon seven (7) days prior notice to the Rentee. No cash refunds will be made, however, additional training time shall be granted on days and times specified by the Director to compensate for time lost as a result of such modification or cancellation.
8. Reservations shall be granted on a time available and space available basis. Available space shall be allotted by the Director equally to each requesting organization.
9. Rental Agreements or Permits issued under this category shall be made only with the legal adult representative of the competitive aquatic sport club or organization. No agreements shall be made with individual participants.
10. Initial fees collected shall reflect the maximum number of persons who are to utilize the pool. No refunds shall be made should attendance drop below the maximum paid attendance; however, new members may be allowed to replace those members already paid for but who have dropped out of the training program. Additions to membership above that of the maximum paid membership shall require an additional rental fee assessment.
11. Rental sessions shall be two (2) hours or less in duration.
12. Each aquatic sport organization shall provide one certified lifeguard who shall be on duty at all times during any training session and who shall be responsible for the enforcement of all rules as covered in Section 2 of these rules as well as for the safety of each participant of his organization.

Section 4. Rules and Regulations Relating to the Running of Concessions at all County Swimming Pool Complexes

- A. Concessions for special events may be granted at the swimming pool complex by the Director.
- B. Applications for concession rights must be submitted to the Department not later than seven (7) days prior to the scheduled event.
- C. The operator of the concession shall be charged Ten Dollars (\$10.00) or five percent (5%) of the gross income from the concession operation, whichever is greater.
- D. All concession operators will be required to deposit Thirty Dollars (\$30.00) with the Department. This deposit will be refunded, if, in the opinion of the Director, the swimming pool complex affected by the concession operation is returned to its original condition.

- E. The hours of operation for the concession shall be for not more than one (1) hour before the scheduled event and not more than one (1) hour after the event.
- F. The site within which the concession may be operated will be determined by the Director.
- G. Spillages and miscellaneous food left in the facility and on the grounds will be cleaned up immediately.
- H. All concession operators shall comply with licensing requirements and the rules and regulations of the Department of Health, State of Hawaii, for handling of food.
- I. The Director reserves the right to ban the sale of any food item which is detrimental to the health of patrons or which may contribute to unsanitary conditions at the swimming pool complex.

Section 5. Penalties Relating to the Violation of County Swimming Pool Complex Rules and Regulations

- A. Persons who violate any rule or regulation contained herein shall, upon conviction, be fined not more than the sum of Two Hundred Fifty Dollars (\$250). Prosecution in such cases shall be as provided for misdemeanors unless otherwise specified by the Hawaii Revised Statutes or County ordinances.
- B. Any person who violates any rule or regulation contained herein shall be subject to the fine noted above and to possible restriction of their continued use of the pool facilities. Permanent disbarment or lesser periods of restriction shall be set by the Director. Any appeal of the Director's decision of disbarment or restriction shall be as provided by laws.

Section 6. Appendix

- A. The following Appendices attached hereto shall be deemed incorporated and made a part of these rules.

Section 7. Severability

- A. If any provision of these rules and regulations contained herein or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the rules and regulations which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

USER FEE SCHEDULE FOR ALL COUNTY SWIMMING POOLS

Classification of Activities	Use Type and Fees								
		Programs & Classes	Free Public 25 yd	Public 50 M	Non-Benefit 25 yd	Non-Benefit 50 M	Private 25 yd	Benefit 50 M	
1. Public Activities a. Sponsored or co-sponsored by P&R:	Learn to Swim *	\$10/2 weeks	N/A	N/A	N/A	N/A	N/A	N/A	
	Novice Swim	\$25/3 months	N/A	N/A	N/A	N/A	N/A	N/A	
	Classes	\$15/month	N/A	N/A	N/A	N/A	N/A	N/A	
	Junior Lifeguard	\$20/2 weeks	N/A	N/A	N/A	N/A	N/A	N/A	
	American Red Cross Classes: \$20 Lifeguard Training, CPR, First Aid, \$10 Modules, (Books and Supplies must be purchased separately)								
	* Classes offering American Red Cross Certificates will have an additional charge for Red Cross fees								
	b. School sponsored activity:	Rental Fee (per segment)	N/A	N/C	N/C	N/C	N/C	\$10	\$15
		Utility Fee (per hour)	N/A	\$4	\$6	\$4	\$6	\$4	\$6
		Lifeguard Fee (per hour)	N/A	\$25	\$25	\$25	\$25	\$25	\$25
		Custodial Fee (per hour)	N/A	\$20	\$20	\$20	\$20	\$20	\$20
Security Deposit		N/A	\$100	\$200	\$100	\$200	\$100	\$200	
2. Lessee Activities – Private – Shared Use:	Rental Fee (per segment)	N/A	N/C	N/C	N/A	N/A	\$30	\$30	
	Utility Fee (per hour)	N/A	\$4	\$6	\$4	\$6	\$4	\$6	
	Lifeguard Fee (per hour)	N/A	\$25	\$25	\$25	\$25	\$25	\$25	
	Custodial Fee (per hour)	N/A	\$20	\$20	\$20	\$20	\$20	\$20	
	Security Deposit	N/A	\$100	\$200	\$100	\$200	\$100	\$200	
3. Lessee Activities – Private – Full Pool:	Rental Fee (per segment)	N/A	N/C	N/C	\$50	\$100	\$200	\$500	
	Utility Fee (per hour)	N/A	\$4	\$6	\$4	\$6	\$4	\$6	
	Lifeguard Fee (per hour)	N/A	\$25	\$25	\$25	\$25	\$25	\$25	
	Custodial Fee (per hour)	N/A	\$20	\$20	\$20	\$20	\$20	\$20	
	Security Deposit	N/A	\$200	\$200	\$200	\$200	\$200	\$500	
4. Swim Team Practice – Shared Use	50 Meter Pools: \$30 per month for 20 persons per segment, 5 days per week. \$2 per person over 20 persons.								
	25 Yard Pools: \$15 per month for 20 persons per segment, 5 days per week. \$2 per person over 20 persons.								
Concession and Vendor Fees: \$25.00 per day									

Appendix A, January 2004

Definitions for User Fee Schedule (in alphabetical order)

“Concession” - means the sale of food or beverage for immediate consumption by the sponsor of an activity or event, specifically to the spectators of or participants in the activity.

“Custodial Fee” - means the charge per hour for services of a custodian either before or after regular working hours, or if during working hours, because of excessive numbers of pool patrons.

“Free Public” - means functions and uses where the swimming pool complex is open to the general public with no admission charges, no donations required for entry and no solicitations made.

“Lifeguard Fee” - means the charge per hour for the services of a lifeguard, either before or after hours or during regular hours because of excessive numbers of pool patrons.

“Non-Benefit” - means parties, socials and other special activities limited to members and invited guests of the sponsoring group, for which there are no admission charges and no donations collected or solicited.

“Private Benefit” - means functions or events where entry or use is limited to admissions-paying customers and/or donors of monetary gifts, the subsequent full or partial proceeds of which will accrue to the sponsoring group or individuals.

“Private - Shared Use” - means exclusive use of a portion of the pool, no less than one eighth (1/8) of the entire 50 meter swimming pool or one fourth (1/4) of an entire 25 yard swimming pool, by a private entity or instructor during one time segment. Examples are, but are not limited to classes in scuba, aquatone, swim lessons, adapted aquatics, stroke development, water aerobics, lifeguard certification, masters lap swimming and non-profit age-group swim teams.

“Private - Full Pool” - means exclusive use of the entire swimming pool by a private, for-profit entity or non-profit entity during one segment. Examples are but are not limited to classes in scuba, aquatone, swim lessons, adapted aquatics, stroke development, water aerobics, lifeguard certification, masters lap swimming, concerts, water shows of any kind, swimming exhibitions and the like.

“Public Activities” - means programs or events sponsored or co-sponsored by the County of Hawaii P&R Department. The activity must be open to the public and/or advertised as a co-sponsored activity. The activity must be an integral part of the total P&R program. The staff must actively assist in planning organizing and supervising the activity and the Director must approve all such activities. If admission is charged, if donations are received, or if articles or services are sold, the co-sponsor must submit a total financial accounting for the activity. P&R reserves the right to discontinue co-sponsorship at any time.

“School Sponsored Activity” - means programs or events that are an integral part of the official school program; hosted and supervised by the applicant school, where the school retains all liability for any act or action of the program participants. Examples would be Physical Education classes, learn to swim classes, plunge parties, swimming team practices and water polo.

“Segment” - means two (2) consecutive hours of use or any portion thereof.

“Swim Team” - means a registered private non-profit organization, which promotes the sport of swimming and the members of which engage in swimming in competitive and non-competitive events.

“Swim Team Practice” - means a segment of time for a swim team’s use of $\frac{1}{4}$ of a 25-yard pool or $\frac{1}{8}$ of a 50-meter pool.

“Utility Fee” - means the per hour charge for electrical usage at non-public activities between 6:00 PM and 6:00 AM.

“Vendor” - means any person or organization permitted or invited by a sponsor to sell goods, products or services (except concessions) at a function or activity conducted or supported by the sponsor at facilities or property of the County of Hawaii.

INSURANCE REGULATIONS FOR LESSEE OF COUNTY SWIMMING POOL COMPLEXES

LESSEE shall file with the County of Hawaii, upon approval of the Application for use of any swimming pool complex, a copy of a policy of public liability and property damage insurance in the following amounts:

1. Three hundred thousand dollars (\$300,000) bodily injury each person,
2. Five hundred thousand dollars (\$500,000) bodily injury each occurrence,
3. Ten thousand dollars (\$10,000) property damage,

and which meets the following requirements:

1. Maximum of fifty dollars (\$50) deductible clause permitted.
2. There is to be no aggregate amount.
3. Provides coverage for “all operations of the insured conducted on County property” and contains a description of the work performed by the insured. (This may require policies covering premises occupied, products sold, amusement liability, or automobiles used.)
4. The County of Hawaii shall be named as an additional insured in respect to all operations of the insured.
5. Said policy shall contain a cancellation clause reading in substance as the following approved form:

“It is agreed that this policy shall not be cancelled nor the amounts of coverage provided herein reduced until thirty (30) days after the Department of Parks and Recreation shall have received written notice of such cancellation or reduction.”

6. No policy shall be acceptable unless first approved by the Department of Parks and Recreation.

All policies, certificates and endorsements shall be sent to the Department of Parks and Recreation, County of Hawaii, 25 Aupuni Street, Hilo, Hawaii, 96720.

CERTIFICATION

I, Patricia G. Engelhard, Director of the Department of Parks and Recreation of the County of Hawaii, State of Hawaii, do hereby certify:

1. That the foregoing is a full, true and correct copy of the amendments to the Rules and Regulations of the Department of Parks and Recreation on matters relating to the All County Swimming Pool Complexes. Rule 5 changes were adopted after public hearings held on October 3, and October 10, 2006.

2. That notices of the public hearing on the foregoing Rule 5, which notice included a statement of the substance of the proposed rule changes were published in both the Hawaii Tribune Herald and the West Hawaii Today on September 3, 2006.

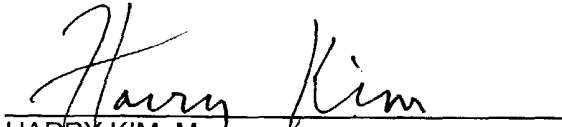
Dated this 18th day of October 2006.



PATRICIA G. ENGELHARD, Director
Department of Parks and Recreation


DATE OF PUBLIC HEARINGS:
OCTOBER 3, 2006 (East Hawai'i)
OCTOBER 10, 2006 (West Hawai'i)

APPROVED:



HARRY KIM, Mayor
County of Hawaii

APPROVED AS TO FORM AND LEGALITY:



Deputy Corporation Counsel
County of Hawaii

I hereby certify that the foregoing rule was received and filed in the Office of the County Clerk this 26th day of October 2006.



County Clerk
County of Hawaii