

EWA is currently hearing from our community some responses they've received in reaching out to the County and responses received from the county warrant clarification of the record.

1. EWA Sports has requested the County to grant any exception of law to EWA. On the contrary, we are asking that the County\WCPR take ownership of their legal requirements and not transfer those to EWA Sports. EWA Sports is absolutely willing to support WCPR is helping them meet their legal obligations but must oppose the contractual transfer of that responsibility.
2. EWA Sports disagrees with the County attorneys in their interpretation of TN Safe Stars. As written, the language of TN Safe Stars is ambiguous as to its application to community youth recreational sports. Furthermore, EWA Sports only participates in programs organized by WCPR.
3. EWA Sports can agree to be responsible for damages that can be proven to have been caused by EWA Sports (volunteers and participants) during our active use of the facilities. However, the contract as written is not limited and can be interpreted to make EWA Sports responsible for damages not caused by EWA Sports. EWA has no control or authority over spectators or guests (including visiting teams) to secure County property.
4. EWA Sports has been aware since April that the County was making changes related to the facility use agreement and that there may be aspects of TN Safe Stars that WCPR would need EWA to assist them in meeting compliance. However, we were under the impression that the smaller 100% volunteer, non-profit organizations, with no paid staff, with limited field space to grow, that operate solely to assist WCPR provide its youth recreational programs would not be subjected to the same requirements as other organizations, such as clubs, Travel programs, for-profit businesses, and the larger organizations with access to resources and paid staff that are unavailable to organizations such as EWA.
5. EWA Sports, along with a few other similar youth athletic organizations, met with the County Attorney's and WCPR to discuss our concerns with the contract in September. We agreed to provide the County with a redlined contract to bring change to the details of the contract that we believe are appropriate. However, only minor changes were made and mostly related to grammatical and factual

corrections such as contact information. No changes were made in any area of concern related to the transfer of legal obligations or facility damages.

6. EWA Sports was informed in November that there was no room for further negotiations and that the contract would be unchanged. We were given a deadline to sign or that the County would move forward with alternative plans.
7. EWA Sports has indicated to WCPR leadership that we must consult with legal and insurance to best understand and manage the increased personal and organizational risks but that our hope is to open registration at the beginning of the year. EWA was informed by WCPR that this timeline would be permitted.
8. Most of the other youth athletic organizations that have signed the contract are quite differentiated from EWA Sports. They don't provide community based athletic programs sponsored by WCPR. They have access to more fields and have much higher capacity for participants...offsetting costs. Their programs typically are confined to a single park facility and operate without the need to form a league with other organizations as they have enough teams to operate everything in house. They have paid staff and operate independently of WCPR control or influence.
9. EWA Sports must partner with other organizations so that there are enough teams to compete. Our participants may utilize multiple parks around the county every day of the week.
10. Under the terms of the new contract EWA Sports is being forced to accept a tremendous risk in the leagues dictated by WCPR. Each organization is free to implement whatever Policies, Plans, etc.. in compliance with Safe Sports, TN Safe Stars, in addressing requirements for severe weather, lightning, heat illness, sudden cardiac arrest, CPR/AED, abuse, etc... Nor does any participant waiver from those other organizations protect other members of the league.
11. We are hopeful that WCPR is committed to preserving the community aspect of the youth programs currently available and not permit the larger organizations expansion outside the local community. The preferential treatment of those larger organizations is problematic.

12. EWA is committed to continuing to make safety and well-being of our participants our #1 priority. This includes meeting the legal requirements that clearly are the responsibility of EWA Sports. Should the County remain unwilling to modify the Facility use agreement EWA will do everything possible to continue operation. EWA Sports is a 100% volunteer run community organization and protections for those volunteers must be in place to potentially move forward. Unfortunately, these organizational changes will result in a significant increase to our program costs and a decrease in the availability of coach volunteers.