

RELEASE FROM LIABILITY

In consideration of the acceptance of my or my child's application, as a participant in the Junior Lifeguard Program, I hereby agree to assume all risks attendant upon myself and/or my child while participating in the Junior Lifeguard Program. I hereby waive, release, and discharge any and all claims for damages for death, personal injury or property damage which I or my child may have, or which may hereafter accrue to me or my child, as a result of my or my child's participation in the Junior Lifeguard Program. I agree to save and hold harmless from liability the City of Oceanside, all other city agencies and/or any of their agents, servants, volunteers, or employees by reason of any accident, death, injury, or damages to persons or property which I or my child may suffer while participating in the Junior Lifeguard Program. This release is intended to discharge in advance the City of Oceanside, all other city agencies and/or any of their agents, servants, volunteers, or employees by reason of any accident, death, injury or damages to persons or property which I or my child may suffer, from and against any and all liability arising out of or connected in any way with my or my child's participation in the Junior Lifeguard Program, even though that liability may arise out of negligence or carelessness on the part of the persons or entities mentioned above. I further understand that serious accidents or death can occur during aquatic and marine activities; and that participants in aquatic and marine activities occasionally sustain mortal or serious personal injuries, and/or property damage, as a consequence thereof. Knowing the risk of aquatic and marine activities (swimming, surfing, lifesaving, canoeing, body surfing, body boarding, competition, and the like), nevertheless, I hereby agree to assume on my behalf and on behalf of my child those risks and to release and hold harmless all of the persons or entities mentioned above who (through negligence or carelessness) might otherwise be liable to me or my child (or my heirs or assigns, or my child's heirs or assigns) for damages. It is further understood and agreed that this waiver, release and assumption of risk is to be binding on my heirs and assigns, and the heirs and assigns of my child. I agree to assume all responsibility for any property damage or injury to any person caused by me or my child while participating in the Junior Lifeguard Program. **I understand and acknowledge the contagious nature of COVID-19 and voluntarily assume all such risk that my child and I may be exposed to or infected with COVID-19 through participation in the Junior Lifeguard Program, and that such exposure or infection may result in personal injury, illness, permanent disability and/or death. I will comply with all State and County regulations and orders pertaining to COVID-19, including but not limited to wearing face masks and maintaining social distancing. I understand and agree that my child cannot participate in the Junior Lifeguard Program if they have a fever (100 degrees or greater), chills, cough, shortness of breath, difficulty breathing, fatigue, body or muscle aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea, vomiting or diarrhea.**

VIDEO-PHOTO RELEASE

I understand that during the Junior Lifeguard Program or related activities, my photograph and/or the photograph of my child may be taken by the Junior Lifeguard Program, producers, sponsors, organizer, and/or assigns. I agree that my photograph and/or the photograph of my child, including video photography, film photography, or other reproduction of my likeness or the likeness of my child, may be used without charge by the City of Oceanside, its producers, sponsors, organizers and/or its assigns for educational, promotional, and/or other necessary purposes.

AUTHORIZATION TO TREAT A MINOR

I, the parent or legal guardian of the child listed above, do hereby authorize and consent to any X-ray examination, anesthetic, medical, or surgical treatment rendered under the general or special supervision of any member of the medical staff and emergency room staff licensed under the provisions of the Medical Practice Act or a Dentist licensed under the provisions of the Dental Practice Act and on the staff of any acute general hospital or emergency care facility holding a current license to operate a hospital or emergency care facility from the State of California Department of Public Health. I understand that this authorization is given in advance of any specific diagnosis, treatment or hospital care being required, but is given to provide authority and power to render care which the physician, in the exercise of his/her best judgment, may deem advisable for my child. Further, I understand my child will be participating in inherently dangerous activities (swimming, surfing, lifesaving, canoeing, body surfing, body boarding, competition, and the like) and agree to pay for my child's medical expenses. I understand that all effort shall be made to contact me prior to rendering treatment to my child, but any of the above treatment will not be withheld if I can not be reached. This authorization is given pursuant to the provisions of the California Civil Code. This consent shall remain in effect until December 1, of the subject year.

JUNIOR LIFEGUARD REFUND POLICY

- There is a \$100.00 fee for cancellations made prior to the first day of instruction.
- Students may drop from the program at anytime prior to the completion of the second week of instruction and receive a 50% refund of tuition. After commencement of the first day of instruction of the program's third week, no refunds will be made.
- Injuries during the program that preclude the student's further participation in activities will be given a pro-rated refund based upon the remaining number of days in the program including the date of injury.
- There is no refund of fees for students suspended (1-3 days) or for students that are removed from all further program activities for disciplinary reasons.
- Refunds are processed by the City's accounting office and take four to six weeks for payment.

PLEASE INITIAL BELOW

_____ UNIFORMS: I understand that my child must wear a Royal Blue swimsuit and the program rashguard/jersey during Junior Lifeguard activities.

_____ I have read, understand and approve the **RELEASE FROM LIABILITY** and the **VIDEO-PHOTO RELEASE**.

_____ I have read, understand and approve the **AUTHORIZATION TO TREAT A MINOR** (if applying for my child) with any restrictions I may have listed above.

_____ I understand neither I nor my child can participate in any program activities until all fees have been paid in full.

_____ I have read, understand and accept the provisions of the Junior Lifeguard Program's **REFUND POLICY**.

_____ I understand that if I do not initial to approve the **RELEASE FROM LIABILITY** and the **AUTHORIZATION TO TREAT A MINOR** (if applying for my child) and if I refuse to sign this document, the Junior Lifeguard Program will not be able to process my or my child's application.



SIGNATURE OF PARENT OR LEGAL GUARDIAN (if applying for minor)

DATE

Printed Name

Relationship to Student