

NAME _____ SESSION: _____

**2014 DEL MAR JUNIOR LIFEGUARD/ LITTLE TURTLE
RELEASE AND WAIVER OF LIABILITY, EXPRESS ASSUMPTION OF RISK AND INDEMNITY
(Please read carefully)**

In consideration of the acceptance of the application of _____, "the participating minor" for participation in the Del Mar Junior Lifeguard/Little Turtle Program, and with complete understanding that the participating minor shall take a physical test of swimming skills and also will engage in various physical activities on the beaches and waters of the Pacific Ocean, I, (we) the parent(s)/legal guardian of the participating minor, intending to be legally bound, do hereby for myself, my heirs, executors, administrators, and the participating minor, hereby represent and agree as follows:

1. **ACKNOWLEDGMENT OF RISKS.** I acknowledge that by participation in the Junior Lifeguard/Little Turtle Program the participating minor will engage in various dangerous or potentially dangerous water sport and other water recreational activities including, but not limited to, ocean swimming, diving, wading, beach running, surfing, body boarding, body surfing, boating, ultimate Frisbee, throwing and catching balls, or other similar activities. I am aware that these activities involve many inherent risks, dangers and hazards, including but not limited to, impact/collision with surf board(s) or other swimmer(s), skin irritations, abrasions, ear infections, severe weather conditions, dangerous ocean currents, extreme water and air temperatures, prevailing surf condition(s), undertow and rip tide, dangerous rocks, reefs, drift wood, floating objects, sea mammals, jelly fish, sting rays and other hazards and obstructions, whether marked or unmarked, all of which can cause serious injury, paralysis, and/or death.

2. **EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY.** I hereby certify that no physician, surgeon or other licensed health care practitioner has advised me, after due inquiry that the participating minor should not participate in any such Junior Lifeguard/Little Turtle Program activities. I have discussed the risks of such participation with the participating minor, and being fully informed hereby, voluntarily agree to assume responsibility and accept all risks, dangers and hazards in connection with such Junior Lifeguard/Little Turtle Program activities.

3. **TO RELEASE** and forever discharge Turtleguard Inc. and the City of Del Mar and all of their officers, employees, and agents (hereinafter, "Releasees") and waive any and all rights and claims against Releasees, for injury, death or property damage which may hereafter accrue to me and/or the participating minor resulting from or in connection with the participating minor's participation in the Del Mar Junior Lifeguard/Little Turtle Program and/or arising out of travel to, or returning from said Junior Lifeguard/Little Turtle Program **EVEN IF CAUSED BY THE NEGLIGENCE OF ANY OF THE RELEASEES NAMED ABOVE**, to the fullest extent permitted by law.

4. **TO HOLD HARMLESS AND INDEMNIFY** the Releasees, and each of them, from any loss, liability, damage or cost they may incur arising out of or related to the participating minor's participation in the Junior Lifeguard/Little Turtle Program.

5. **TO DISCUSS WITH** the participating minor and ensure the participating minor's compliance with the rules, regulations and obligations stated in the Parent Handbook.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT. I UNDERSTAND THAT BY SIGNING THIS DOCUMENT I AM AFFECTING AND WAIVING VALUABLE LEGAL RIGHTS, INCLUDING RIGHTS I MAY HAVE AGAINST THE RELEASEES AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL WAIVER, RELEASE AND INDEMNITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Dated: _____
Parent/Guardian signature

Print Minor's name

**MAIL TO: Del Mar Junior Lifeguards PO Box 494; Cardiff CA 92007
(4 pages total)**

NAME _____

PARENT/GUARDIAN AUTHORIZATION TO TREAT PARTICIPATING MINOR

I (we) the undersigned parent(s)/legal guardian of _____, the "participating minor" do hereby appoint and authorize the representatives of Turtleguard Inc., the Del Mar Junior Lifeguard/Little Turtle Program staff members and/or the City of Del Mar staff members as agent(s) for the undersigned, to administer necessary medical treatment to the participating minor and/or to admit the participating minor to a hospital emergency room for emergency medical treatment, including, but not limited to x-ray examination, anesthetic, medical or surgical diagnosis or 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, of a Dentist licensed under the provisions of the Dental Practice Act, and of the staff of any acute general hospital holding a current license to operate a hospital from the State of California Department of Public Health. It is understood that this authorization to render care is given in advance of any specific diagnosis, treatment or hospital care that may be required as a result of the participating minor participation in the Del Mar Junior Lifeguard/Little Turtle Program or "Parent Day". It is understood that effort shall be made to contact the undersigned prior to rendering treatment to the participating minor, but that any of the above treatment will not be withheld if the undersigned cannot be reached. I agree to pay for any medical expenses incurred. This authorization is given pursuant to the provisions of section 6910 of the California Family Code. This authorization shall remain effective until the end of September, 2014, unless sooner revoked in writing, delivered to agents of Turtleguard Inc.

Dated: _____ Parent/guardian Signature _____

Minor's name _____ Print name of Parent/guardian _____

List any Medical Restrictions: _____

Allergies to Drugs or Foods: _____

Last Tetanus Toxoid Booster: _____

Any special Medications or
Pertinent Medical Information: _____

Family Physician: _____ Phone: _____

Insurance Company: _____

Telephones where Parent(s)/Guardian may be reached:

Mother (name) _____ Cell: _____ Home: _____

Father (name) _____ Cell: _____ Home: _____

Guardian (name) _____ Cell: _____ Home: _____

Additional Emergency Contact Person:

Name _____ Cell: _____ Home: _____

NAME _____

VIDEO-PHOTO RELEASE

I understand that during the Junior Lifeguard Program, Intern Program, Little Turtle Program, "Parent Day" or related activities, my photograph and/or photograph of my child may be taken by the Junior Lifeguard/Little Turtle Program, its producers, sponsors, organizers, SebastianPhoto.net, and/or agents. 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 Turtleguard Inc., the City of Del Mar, its producers, sponsors, organizers, SebastianPhoto.net, and/or its agents for educational, promotional, and/or other necessary purposes.

SWIM TEST

I understand my child must pass a swim test administered by the Del Mar Junior Lifeguard Program Staff at the assigned pool on the assigned date(s) to qualify to participate in the Junior Lifeguard/Little Turtle Program. I understand I must provide proof of age for my child in the form of a passport or birth certificate at the swim test.

BEFORE AND AFTER HOURS

I understand and agree that Turtleguard Inc. and the City of Del Mar and all of their employees and/or agents are not responsible for my child's/participating minors safety either before or after program hours.

REFUND POLICY

Between Feb 1 and June 13, 2014 half of the participant fee will be refunded in the event a participant must cancel. NO REFUNDS WILL BE ISSUED AFTER JUNE 13, 2014. A written request including the reason for cancellation must be postmarked on or before June 13, 2014 and submitted to Turtleguard Inc. PO Box 494; Cardiff, CA 92007. Fees are nontransferable. Participants dismissed from the program are not eligible for refunds. No refunds will be issued to first time participants who do not attempt the swim test during the designated dates and times for 2014. JGs/LTs who do not pass the swim test must apply for a refund before June 13, 2014 and will be issued a refund less \$75.00 deposit. NO REFUNDS WILL BE ISSUED TO FIRST TIME PARTICIPANTS WHO FAIL THE SWIM TEST AFTER THE JUNE 13, 2014 REFUND DEADLINE.

RULES AND CONSEQUENCES

Please familiarize yourself and your Junior Lifeguard/Little Turtle with the following rules and policies.

The following actions are strictly prohibited and will result in immediate dismissal from the program:

1. Use or possession of tobacco, alcohol or other drugs.
2. Destruction of property or other vandalism.
3. Theft of any kind.
4. Disobeying any Instructor or Lifeguard.
5. Possession of weapons of any kind.

The following actions are prohibited and will be met with a "three strike" rule:

Strike one: warning, phone call home
Strike two: suspension from program
Strike three: dismissal from program

1. Directly disobeying the request of an Instructor.
2. Interfering with Lifeguard duties.
3. Improper conduct while in uniform (including after session) such as lying, cheating on tests or in contests, fighting or the use of profanity.
4. Damaging the environment (carving cliffs, littering, etc.)
5. Showing disrespect for others (particularly other teams and the public.)
6. Misuse or abuse of Junior Lifeguard Equipment.
7. Unsafe ocean behavior.
8. Failure to wear proper uniform.

Dated:

Parent/guardian Signature

Minor's name

Print name of Parent/guardian

DEL MAR JUNIOR LIFEGUARD/LITTLE TURTLE "PARENT DAY" RELEASE AND WAIVER OF LIABILITY, EXPRESS ASSUMPTION OF RISK AND INDEMNITY (Please read carefully)

In consideration of allowing family members to participate in "Parent Day", and with complete understanding that participation in these events will be supervised by the Del Mar Junior Lifeguard staff and will allow family members of a Del Mar Junior Lifeguard/Little Turtle Program participant to use Del Mar Junior Lifeguard equipment and engage in various physical activities on the Del Mar beaches and waters of the Pacific Ocean, I, (we) the parent(s)/legal guardian(s) of participating minor family members, as well as the other adult family members signing herein below, intending to be legally bound, do hereby for myself, my heirs, executors, administrators, and on behalf of any participating minor family members for whom I am guardian, hereby represent and agree as follows:

1. ACKNOWLEDGMENT OF RISKS. I acknowledge that during "Parent Day", participating minor and adult family members will have the opportunity to engage in various activities including dangerous or potentially dangerous water sport and other recreational activities including, but not limited to, ocean swimming, diving, wading, beach running, surfing, body boarding, body surfing, paddle boarding, boating, ultimate Frisbee, throwing and catching balls, or other similar activities. I am aware that these activities involve many inherent risks, dangers and hazards, including but not limited to, impact/collision with surf board(s) or other swimmer(s), skin irritations, abrasions, ear infections, severe weather conditions, dangerous ocean currents, extreme water and air temperatures, prevailing surf condition(s), undertow and rip tide, dangerous rocks, reefs, drift wood, floating objects, sea mammals, jelly fish, sting rays and other hazards and obstructions, whether marked or unmarked, all of which can cause serious injury, paralysis, and/or death.

2. EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY. I hereby certify that no physician, surgeon or other licensed health care practitioner has advised me, after due inquiry, that I and/or any participating minor family member for whom I am guardian should not participate in any such "Parent Day" activities. I have discussed the risks of such participation with the participating minor family member(s), and being fully informed, hereby voluntarily agree to assume responsibility and accept all risks, dangers and hazards in connection with such "Parent Day" activities for myself and for any participating minor family member for whom I am guardian.

3. TO RELEASE and forever discharge Turtleguard Inc. and the City of Del Mar and all of their officers, employees, and agents (hereinafter, "Releasees") and waive any and all rights and claims against Releasees, for injury, death or property damage which may hereafter accrue to me and/or to any participating minor family member for whom I am guardian, resulting from or in connection with participation in "Parent Day" EVEN IF CAUSED BY THE NEGLIGENCE OF ANY OF THE RELEASEES NAMED ABOVE, to the fullest extent permitted by law.

4. TO HOLD HARMLESS AND INDEMNIFY the Releasees, and each of them, from any loss, liability, damage or cost they may incur arising out of or related to my participation in "Parent Day" and/or the participation of any minor family member for whom I am guardian.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT. I UNDERSTAND THAT BY SIGNING THIS DOCUMENT I AM AFFECTING AND WAIVING VALUABLE LEGAL RIGHTS, INCLUDING RIGHTS I AND/OR ANY MINOR FAMILY MEMBER FOR WHOM I AM GUARDIAN MAY HAVE AGAINST THE RELEASEES AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL WAIVER, RELEASE AND INDEMNITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Dated: _____

Parent/Guardian signature

Print Participating Minor(s) name(s)

Print name of Parent/Guardian

Participating Adult Family Member/Date

Participating Adult Family Member/Date

Participating Adult Family Member/Date

Participating Adult Family Member/Date