



## RELEASE OF LIABILITY

I understand that my child or the minor for whom I act as a lawful court-appointed guardian whose name is \_\_\_\_\_ ("Minor" or "Child") is being considered to participate in the Junior Lifeguard Program ("Program") administered by the California Department of Parks and Recreation ("DPR").

I acknowledge that by signing this RELEASE OF LIABILITY, I will be giving up certain legal rights on behalf of myself and the Minor.

Hereinafter, the terms "undersigned," "I" or "my" when used in this RELEASE OF LIABILITY are meant to refer to me as the parent and/or legal guardian on behalf of myself and the Minor.

In consideration of being permitted to participate in the Program, the undersigned agrees to the following.

1. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE THE CALIFORNIA DEPARTMENT OF PARKS AND RECREATION, ITS EMPLOYEES, OFFICERS AND AGENTS (hereinafter referred to as "Releasees") from all liability to the undersigned, his or her personal representatives, assigns, heirs and next of kin for any loss, damage, or claim therefore on account of injury to the person or property of the undersigned, whether caused by any negligent act or omission of the Releasees or otherwise while the undersigned is participating in the Program or using any of DPR'S facilities in connection with the Program.
2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS the Releasees from all liability, claims, demands, causes of action, charges, expenses, and attorneys fees resulting from involvement in this program whether caused by any negligent act or omission of the Releasees.
3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE while upon DPR property or participating in the program or using any DPR facilities and equipment whether caused by any negligent act or omission of Releasees. The undersigned expressly agrees that this release and waiver, indemnity agreement and assumption of risk are intended to be as broad and inclusive as permitted by California law.
4. THE UNDERSIGNED REPRESENTS that he or she as well as the Minor are familiar with the varied health risks associated with participating in the Program. The undersigned further understands 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, including but not limited to swimming, surfing, lifesaving, windsurfing, body boarding, competition, the undersigned hereby agrees to assume on his or her behalf and on behalf of the Minor those risks, including risks caused by Releasees negligent acts or omissions.
5. I, the UNDERSIGNED, acknowledge that I have read the foregoing and that I am aware of the legal consequences of this agreement, including that it prevents me or my Child/the Minor from suing DPR or its employees, agents or officers if I or my Child is injured or damaged for any reason as a result of participation in this program.
6. IF THE PARTICIPANT IS A MINOR, his or her custodial parent must read and execute this agreement. I hereby warrant that I am the legal guardian or custodial parent of the above-named minor child, and agree, on my own and said Minor's behalf, to the terms and conditions of the foregoing agreement.
7. By signing this RELEASE OF LIABILITY, I represent that I have read, understood and voluntarily agreed to abide by its terms and conditions.

\_\_\_\_\_  
SIGNATURE OF PARENT OR LEGAL GUARDIAN

\_\_\_\_\_  
DATE

### Program Terms and Conditions:

In order for the Junior Lifeguard program to be successful, participants must exhibit behavior that is respectful of our staff, other participants, equipment, and facilities. The intent of discipline is to instruct the participant so as to gain compliance with acceptable behavior norms. Therefore, please sign and familiarize yourself and your Junior Lifeguard with the following rules and policy.

#### RULES:

1. Leaving the supervised recreational area without receiving permission from program staff is not permitted.
2. Fighting (physical or verbal), and use of profane language is not permitted, and parents will be notified.
3. Vandalism of site, public or other participant's property will not be tolerated.
4. Restrooms are to be used for their intended purpose and nothing else. Restrooms are to be kept clean. Participants must notify a lead-person before going to the restroom.
5. Daily assembly- each site has its own assembly times. For approximately 15 minutes the entire group will meet. It is necessary that participants are quiet and attentive at this time.
6. Each Junior Lifeguard program site will have its own specific guidelines put in place for the safety and enjoyment of all participants.

Discipline Policy: Any types of mildly aggressive, intrusive, or destructive actions towards fellow participants, staff members or equipment

1. Participant will be verbally warned, counseled about the situation, and given an explanation of what behavior change is expected.
2. Time-out (cool-off period), immediately after each incident for 2-5 minutes, depending on the incident. Extra, supervised physical exercise such as push-ups, sit-ups, or running, may be assigned at this time. At this time the participant will be given an explanation of the consequences for continued inappropriate behavior, and an informal behavior contract and plan for successful participation will be implemented.
3. Conference involving parent, participant, and staff that will include:
  - a) discussion of incident
  - b) explanation of discipline policy
  - c) formal behavior contract, completed and signed
  - d) determine disciplinary support at home
4. May include suspension or expulsion depending on severity of behavior, as judged by the site leader and aquatic supervisor. Parent, participant and staff will review behavior contract as well as incident reports. There will be no refunds in the event of an expulsion
5. I have read and understood the above terms and conditions, and hereby agree to abide by them.

Participant Signature \_\_\_\_\_ Date \_\_\_\_\_

▶ PLEASE CHECK **ALL** OF THE BOXES BELOW TO VERIFY THAT YOU HAVE READ, UNDERSTAND AND AGREE TO ALL PROVISIONS ABOVE, STATED WITHIN, AND IN THE PARENT HANDBOOK.

- I understand that there is a fee for all returned checks and that my child **CANNOT** participate in any program activities until all fees have been paid in full and I accept the provisions of the State Park Junior Lifeguard refund policy as stated in the Parent Handbook.
- I understand that all money paid to the California State Junior Lifeguard program is to be used for current program expenses, as well as on-going and future support of the Junior Lifeguard Program.
- I understand that I must check **ALL** of the above boxes, or my child's application will not be processed, and therefore my child will **NOT** participate in Junior Lifeguard activities.

**SIGN HERE:**

\_\_\_\_\_  
Signature of Parent or Legal Guardian

\_\_\_\_\_  
Date

FOR OFFICIAL USE ONLY		COMMENTS:					
100 YARD SWIM	TIME:		PASS <input type="checkbox"/>	FAIL <input type="checkbox"/>	R E S T	PASS <input type="checkbox"/>	FAIL <input type="checkbox"/>
10 YARD SWIM UNDERWATER			PASS <input type="checkbox"/>	FAIL <input type="checkbox"/>		PASS <input type="checkbox"/>	FAIL <input type="checkbox"/>
3 MINUTES TREAD WATER			PASS <input type="checkbox"/>	FAIL <input type="checkbox"/>		PASS <input type="checkbox"/>	FAIL <input type="checkbox"/>
Payment Received <input type="checkbox"/> Date _____ Check # _____ Deposit # _____							