

NAME: \_\_\_\_\_ SESSION: \_\_\_\_\_

**2018 DEL MAR JUNIOR LIFEGUARD/LITTLE TURTLE/XTENDED PROGRAM  
RELEASE AND WAIVER OF LIABILITY, EXPRESS ASSUMPTION OF RISK AND  
INDEMNITY AGREEMENT**

**MAIL COMPLETED AGREEMENT TO: Del Mar Junior Lifeguards PO Box 494; Cardiff CA 92007**

In consideration of the acceptance of the application of \_\_\_\_\_, "the participating minor" for participation in the Del Mar Junior Lifeguard/Little Turtle/Xtended Program, and with complete understanding that the participating minor shall undergo 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(s) of the participating minor, intending to be legally bound, do hereby for myself, my heirs, executors, administrators, and the participating minor, represent and agree as follows:

1. **ACKNOWLEDGMENT OF RISKS.** I acknowledge that by participation in the Del Mar Junior Lifeguard/Little Turtle/Xtended Program, the participating minor will engage in various physical activities including dangerous or potentially dangerous water sports, and other water recreational activities on the beaches and waters of the Pacific Ocean 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 or related activities. I am aware and understand that these activities involve many inherent risks, dangers and hazards, including but not limited to, impact or 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, sea animals, jelly fish, sting rays, criminal activities, terrorist attacks, 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 Del Mar Junior Lifeguard/Little Turtle/Xtended 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 arising out of or related to Del Mar Junior Lifeguard/Little Turtle/Xtended Program activities, and assume full responsibility for the participation in these activities.

3. **TO RELEASE, WAIVE, AND FOREVER DISCHARGE** Turtleguard Inc., and all of its officers, employees, volunteers, and agents, and the City of Del Mar, and all of their officers, employees, and agents (hereinafter, "Releasees") from any and all rights, claims, causes of actions, injuries, damages, judgments, losses, liabilities, costs or expenses (including attorney's fees) against the Releasees, for any injury, death, or property damage whatsoever which may hereafter accrue to me and/or the participating minor arising out of or related to the participating minor's participation in the Del Mar Junior Lifeguard/Little Turtle/Xtended Program and/or arising out of or related to travel to, or returning from any Del Mar Junior Lifeguard/Little Turtle/Xtended Program **EVEN IF CAUSED BY THE NEGLIGENCE OF ANY OF THE RELEASEES NAMED ABOVE OR OTHER THIRD PARTIES**, to the fullest extent permitted by law.

4. **TO HOLD HARMLESS AND INDEMNIFY** the Releasees, and each of them, from and against any and all claims, causes of actions, injuries, damages, judgments, losses, liabilities, costs or expenses (including attorney's fees) arising out of or related to the participating minor's participation in the Del Mar Junior Lifeguard/Little Turtle/Xtended 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 AND/OR THE PARTICIPATING MINOR MAY HAVE AGAINST THE RELEASEES AND INTEND MY SIGNATURE TO BE A COMPLETE, IRREVOCABLE, AND UNCONDITIONAL WAIVER, RELEASE AND INDEMNITY TO THE GREATEST EXTENT ALLOWED BY LAW.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Print Minor's name

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Print Parent/Guardian name

NAME: \_\_\_\_\_

## PARENT/GUARDIAN AUTHORIZATION TO TREAT PARTICIPATING MINOR

I (we) the undersigned parent(s)/legal guardian(s) of \_\_\_\_\_, the "participating minor" do hereby appoint and authorize the representatives of Turtleguard Inc., the Del Mar Junior Lifeguard/Little Turtle/Xtended 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's participation in the Del Mar Junior Lifeguard/Little Turtle/Xtended 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 treatments 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, 2018, unless sooner revoked in writing, delivered to authorized agents of Turtleguard Inc.

Dated: \_\_\_\_\_

\_\_\_\_\_   
 Print Minor's name

\_\_\_\_\_   
 Parent/Guardian Signature

\_\_\_\_\_   
 Print Parent/Guardian name

List any Medical Restrictions: \_\_\_\_\_

Allergies to Drugs or Foods: \_\_\_\_\_

Any special Medications: \_\_\_\_\_

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 and agree that during the Junior Lifeguard Program, Intern Program, Little Turtle Program, Xtended Program, “Parent Day,” or related activities, my photographs and/or photographs of my child may be taken by the Junior Lifeguard/Little Turtle/Xtended Program, its producers, sponsors, organizers, SebastianPhoto.net, and/or agents. I agree that my photographs and/or the photographs 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 authorized agents for educational, promotional, and/or other necessary purposes, including social media and other promotional platforms.

**SWIM TEST**

I understand and agree that 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 officers, employees and/or agents are not responsible whatsoever for my child’s/participating minor’s safety either before or after program hours.

**REFUND POLICY**

Between Feb 1 and June 12, 2018 half of the participant fee will be refunded in the event a participant must cancel. **NO REFUNDS WILL BE ISSUED AFTER JUNE 12, 2018.** A written request including the reason for cancellation must be postmarked on or before June 12, 2018 and submitted to Turtleguard Inc. P.O. 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 2018. JGs/LTs who do not pass the swim test must apply for a refund before June 12, 2018, 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 12, 2018 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; and
5. Possession of weapons or dangerous items of any kind.

The following actions are prohibited and will be dealt with pursuant to a “three strike” process:

- 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, bullying, 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; and
8. Failure to wear proper uniform.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Print Minor’s name

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Print Parent/Guardian name

NAME: \_\_\_\_\_

**DEL MAR JUNIOR LIFEGUARD/LITTLE TURTLE “PARENT DAY” RELEASE AND WAIVER OF LIABILITY, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

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, represent and agree as follows:

1. **ACKNOWLEDGMENT OF RISKS.** I acknowledge that during “Parent Day,” participating minor family members and adult family members will have the opportunity to engage in various physical activities including dangerous or potentially dangerous water sport and other recreational activities on the beaches and waters of the Pacific Ocean 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 or related activities. I am aware that these activities involve many inherent risks, dangers and hazards, including, but not limited to, impact or 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, sea animals, jelly fish, sting rays, criminal activities, terrorist attacks, 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(s) for whom I am guardian should not participate in any “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 full responsibility and accept all risks, dangers and hazards arising out of or related to such “Parent Day” activities for myself and for any participating minor family member(s) for whom I am guardian.

3. **TO RELEASE, WAIVE, AND FOREVER DISCHARGE** Turtleguard Inc., and all of their officers, employees, volunteers, and agents, and the City of Del Mar, and all of their officers, employees, and agents (hereinafter, “Releasees”) from any and all rights, claims, causes of actions, injuries, damages, judgments, losses, liabilities, costs or expenses (including attorney’s fees) against the Releasees, for any injury, death, or property damage whatsoever which may hereafter accrue to me and/or to any participating minor family member(s) for whom I am guardian, arising out of or related to the participation in “Parent Day” **EVEN IF CAUSED BY THE NEGLIGENCE OF ANY OF THE RELEASEES NAMED ABOVE OR ANY OTHER THIRD PARTIES**, to the fullest extent permitted by law.

4. **TO HOLD HARMLESS AND INDEMNIFY** the Releasees, and each of them, from and against any and all claims, causes of actions, injuries, damages, judgments, losses, liabilities, costs or expenses (including attorney’s fees) arising out of or related to my participation in “Parent Day” and/or the participation of any participating minor family member(s) 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(S) FOR WHOM I AM GUARDIAN MAY HAVE AGAINST THE RELEASEES AND INTEND MY SIGNATURE TO BE A COMPLETE, IRREVOCABLE, AND UNCONDITIONAL WAIVER, RELEASE AND INDEMNITY TO THE GREATEST EXTENT ALLOWED BY LAW.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Print Minor’s name

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Print Parent/Guardian name

\_\_\_\_\_  
Participating Adult Family Member

\_\_\_\_\_  
Participating Adult Family Member

Date: \_\_\_\_\_

Date: \_\_\_\_\_