

SWIM SKILLS CLASS WAIVER 2019

DEL MAR JUNIOR LIFEGUARD / LITTLE TURTLE

THIS WAIVER IS FOR SWIM LESSONS ONLY

NOTE

There are 3 pages of waiver forms for “swim lessons” at the pool

DUE DATE

- On or before **April 14th**

INSTRUCTIONS

1. **Complete** ALL Waiver Forms
 - a. **One Waiver per enrolled child** - Each individual child must have a waiver on file for swim lessons
 - b. **Signature Required** - Be sure to date and sign all forms.
 - c. **Staple** forms together (we appreciate this!)
2. **Return** Waiver Forms (3 pages total) to:
Del Mar Junior Lifeguards
Attn: DMJG Swim Waiver Forms
PO Box 494
Cardiff CA 92007

Thank you for your assistance in assuring your child has their Swim Lesson waiver form submitted to the DMJG office; this is a different waiver from the Program Waiver form 😊

SWIM SKILLS CLASS WAIVER ONLY
Swim lessons with Coach Patty

NAME: _____

JG/LT SWIM SKILLS CLASS

RELEASE AND WAIVER OF LIABILITY, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

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 participating minor will be participating in the JG/LT Swim Skills Class, which is a program of swimming lessons conducted by Turtleguard Inc. and Del Mar Junior Guard Instructors at Cathedral Catholic High School. I further acknowledge that in doing so, the participating minor will engage in a potentially dangerous recreational activity involving the risk of drowning and/or other physical injuries.

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 swimming activity. 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 any swimming lessons.

3. **TO RELEASE, WAIVE, AND FOREVER DISCHARGE** Turtleguard Inc., and all of its officers, employees, volunteers, and agents, and Cathedral Catholic High School, and all of its 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 JG/LT Swim Skills Class, and/or arising out of or related to travel to, or returning from Swim Skills Class, **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 JG/LT Swim Skills Class or Swim Test.

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 Program staff members and/or Cathedral Catholic High School 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 Swim Skills Class. 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, 2019, unless sooner revoked in writing, delivered to authorized agents of Turtleguard Inc.

Dated: _____

Print Minor’s name

Parent/Guardian Signature

Print Parent/Guardian name

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: _____

Guardian_(name) _____ Cell: _____ Home: _____

Guardian_(name) _____ Cell: _____ Home: _____

Additional Emergency Contact Person:

Name _____ Cell: _____ Home: _____