

2022

WAIVER/CONSENT FORM

Release from Liability, Authorization to Consent to Treatment of Minor and Consent to Use Images of Minor for Publicity Purposes

,			-
Participant's Last Name	Participant's First Name	Session (s)	
,			-
Second Participant's Last Name	Second Participant's First Name	Session (s)	

In consideration of the acceptance of the application of the above named Junior Lifeguard(s) ("the participating minor(s),") for participation in the Solana Beach Junior Lifeguard Program, and with complete understanding that he/she may take a physical test of swimming skills and also will engage in various physical activities on the beaches and waters of the Pacific Ocean at a designated time and place, I (We), the undersigned, intending to be legally bound, do hereby, for myself, my heirs executors, and administrators, waive, release and forever discharge any and all rights and claims for injury, deaths or damages which may hereafter accrue to me/the participating minor(s) against the Solana Beach Marine Safety Department, the City of Solana Beach, and/or their respective officers, employees, agents or volunteers which may be suffered by him/her or me in connection with or participation in said Junior Lifeguard Program, including the use of any of the facilities in conjunction with the Solana Beach Junior Lifeguard Program, except for injuries, damage, or death resulting solely from the gross negligence or willful misconduct of the City, its officers, or employees in the operation or supervision of the program. I (We) further agree that neither I/the participating minor(s), nor any assignees, heirs, guardians, conservators or legal representatives will make any claim against, or sue, the Solana Beach Marine Safety Department and/or the City of Solana Beach and/or their respective officers, employees, agents or volunteers for such personal injury, death or property damage related to the foregoing and any subsequent medical treatment or care, as further discussed below. I hereby assume full responsibility and risk of bodily injury, death or property damage for myself/the participating minor(s) while upon Solana Beach property, participating in the Solana Beach Junior Lifeguard Program or using any of the facilities and equipment. I expressly agree that this release and waiver, indemnity agreement and assumption of risk are intended to be as broad and inclusive as permitted by California law.

I (We) understand that by participation in the Junior Lifeguard Program, the participating minor(s) will engage in various dangerous or potentially dangerous activities including, but not limited to, exposure to infectious diseases, ocean swimming, diving, wading, beach running, surfing, body surfing, body boarding, boating, ultimate Frisbee, throwing and catching balls, or other similar activities, including being in close proximity to City's eroding coastal bluffs. I (We) hereby certify that no physician, surgeon, or other licensed health care practitioner has advised me, after due inquiry that the participating minor(s) should not participate in any Junior Lifeguard activity. I (We) have discussed the risks of such participation with the participating minor(s), and being fully informed hereby assume all risks of injury or death relating to the participation by the participating minor(s) in the foregoing activities.

I (We), the undersigned, parent(s)/legal guardian(s) of the participating minor(s), do hereby authorize all representatives of the Solana Beach Marine Safety Department and the City of Solana Beach as agent(s) for the undersigned to consent to any x-ray examination, anesthetic, medical or surgical diagnosis or treatment and hospital care which is deemed advisable by, and is to be rendered under the provision of the Medical Practice Act on the medical staff at any accredited hospital, whether such diagnosis or treatment is rendered at the office of said physician or at said hospital. It is understood that this authorization is given in advance of any specific diagnosis, treatment or hospital being required but is given to provide authority and power on the part of our aforesaid agent(s) to give specific consent to any and all such diagnosis, treatment or hospital care which the aforementioned physician in the exercise or his judgment may deem advisable.

It is understood that effort shall be made to contact the undersigned prior to rendering treatment to the patient, but that none of the above treatment will be withheld if the undersigned cannot be reached. This authorization is given pursuant to the provisions of Section 6910 of the Family Code of California and any other applicable law. This authorization shall remain effective until revoked in writing delivered to said agent(s), in compliance with Consent Manual, California Hospital Association.

Initial here _____ and then complete page 2 of WAIVER/CONSENT FORM

I (We), the undersigned, parent(s)/legal guardian(s) of the participating minor(s), do hereby consent for the City of Solana Beach and the John Wayne Cancer Foundation ("JWCF") to photograph the participating minor(s) and further consent for the JWCF, the City of Solana Beach, and its assigns or successors, to use of images of the minor in publication(s)/media and whatever ways they may desire, including audiovisual productions, television and electronic transmission for the purpose of publicizing activities of the City of Solana Beach; furthermore, I (we) hereby consent that such photographs and plates from which they are made shall be the property of the Photographer, and the City of Solana Beach shall have the right to duplicate, reproduce and make other uses of such photographs and plates for publicity and publications as they may desire free and clear of any claim whatsoever on my part. The Photographer will not sell the photos without permission of the City of Solana Beach. I (We) have the right to contract for the participating minor(s), and freely sign this release, which I (we) have read and understood.

COVID-19

I (We) understand and acknowledge the contagious nature of COVID-19 and voluntarily assume all such risk that the participating minor(s) and I (we) 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 (We) will inform the participating minor that he/she must follow all Junior Lifeguard Program safety rules as well as any other rules or directions given during participation in the Program. The participating minor and 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 he/she or anyone in the household or anyone he/she has been exposed to has had COVID-19 symptoms within the last 76 hours or if he/she or anyone in the household or anyone he/she has been exposed to has had a positive COVID-19 test within the last ten (10) days. Symptoms include and are not limited to 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 or having close contact COVID-19 exposure such as being within six (6) feet of a COVID-19 positive person for a cumulative total of 15 minutes or greater in any 24-hour period within or overlapping with the high-risk exposure period regardless of the use of face coverings. The City of Solana Beach is not accountable for children's safety after program hours.

HEALTH CONCERNS

If the participating minor(s) has/have a medical condition, such as asthma, allergies, diabetes, seizure disorders, or any other limitations that may affect their ability to participate in the Junior Lifeguard Program, or requires immediate medical intervention or the administration of medicine, please provide information below. Such information could help the City to accommodate the participating minor's participation in the program and, if necessary, assist the City in obtaining appropriate medical treatment or attention for the participating minor(s). Moreover, if your participating minor(s) has/have medication for the treatment of such a condition and you request the participating minor's medication be accessible to him/her during the Junior Lifeguard Program, **you must review, complete, and sign the City's Participant Medication Policy.** The participating minor(s) is/are required to bring such medication with them while participating in the Junior Lifeguards Program, and that you provide us with a backup in a zip-lock bag with their name on it with detailed instructions on how it is administered. Junior Lifeguard Program Staff will not administer any medication. Either the participant(s), the parent/guardian or a care giver designated by the parent/guardian will be responsible for administering the medications at the appropriate times. Medication provided to us will be returned at the completion of the session.

HEALTH CONCERNS: _____

All medical information provided is confidential and for Solana Beach Junior Lifeguard use only, as protected by law.

Emergency Contact _____ **Phone** _____

Signature of parent or legal guardian _____/_____/_____
Date

Mail or drop off to: Solana Beach Junior Lifeguards, 111 S. Sierra Ave, Solana Beach, CA 92075