

**RELEASE FROM LIABILITY**

In consideration of the acceptance of the application of \_\_\_\_\_, "the participating minor", for participation in Del Mar Junior Lifeguard/Little Turtle Program, and with complete understanding that he/she 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 at a designated time and place, I, the parent(s)/legal guardian of the participating minor, intending to be legally bound, do hereby for myself, my heirs, executors, administrator, and "the participating minor", release, and forever discharge Turtleguard Inc., and the City of Del Mar, and all of their officers, employees, and agents (hereafter, "Turtleguard and City") and waive any and all rights and claims against Turtleguard and the City, 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, except for injuries, damage, or death resulting from the gross negligence of Turtleguard Inc., the City of Del Mar and/or their respective officers, employees in the operation or supervision of the program. I understand that by participation in the Junior Lifeguard/Little Turtle Program the participating minor will engage in various dangerous or potentially dangerous 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 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 activities. I have discussed the risks of such participation with the participating minor, and being full informed hereby voluntarily assume all risks of injury or death relating to the participation by the participating minor in the foregoing activities except as limited hereinabove.

This Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum extent of the law.

**AUTHORIZATION TO TREAT A MINOR**

I (we) the undersigned parent, parents or legal guardian of the participating minor do hereby authorize all representatives of Turtleguard Inc. and the City of Del Mar as agent(s) for the undersigned to consent to any x-ray examination, anesthetic, medical or surgical diagnosis 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 is given in advance of any specific diagnosis, treatment or hospital care being required but is given to provide authority and power to render care which the aforementioned physician in the exercise of his best 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 any of the above treatment will not be withheld if the undersigned cannot be reached. 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, 2008 unless sooner revoked in writing delivered to said agents.

**VIDEO-PHOTO RELEASE**

I understand that during the Junior Lifeguard/Little Turtle Program or related activities, my photograph and/or the photograph of my child may be taken by the Junior Lifeguard Program, producers, sponsors, organizer, and/or assigns. 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 and/or its assigns for educational, promotional, and/or other necessary purposes.

**PLEASE CONTINUE TO PAGE 2**

LT NAME \_\_\_\_\_

SESSION \_\_\_\_\_

**SWIM TEST (first time participants only)**

I understand my child must pass a swim test administered by the Del Mar Junior Lifeguard Program Staff at the assigned pool on one of the assigned dates in order to participate in the Del Mar Junior Lifeguard 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 minor's safety either before or after program hours.

**REFUND POLICY**

Between March 1 and May 31, 2008 half of the participant fee will be refunded. NO REFUNDS WILL BE ISSUED AFTER JUNE 1, 2008. Fees are non transferable. A written request including reason of cancellation must be submitted to Turtleguard Inc. PO Box 494 Cardiff CA 92007 postmarked before May 31, 2008. Participants dismissed from the program are not eligible for refunds.

**RULES AND CONSEQUENCES**

We consider participation in the Junior Lifeguard/Little Turtle Program a privilege for both student and Instructor, carrying with it a responsibility to act accordingly—with proper attitude and respect for others, the environment and oneself. Please familiarize yourself and your Junior Guard 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. Stealing of anything.
4. Disobeying any Instructor or parent volunteer on a field trip.
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. Damaging the environment (carving cliffs, littering, etc.)
  3. Interfering with Lifeguard duties.
  4. Improper conduct while in uniform (including after session) such as lying, cheating on tests or in contests, fighting or the use of profanity.
  5. Showing disrespect for others (particularly other teams and the public).
  6. Misuse or abuse of Junior Lifeguard equipment.
  7. Unsafe ocean behavior (i.e.: entering Junior Lifeguard water Unsupervised and before or after session.)
  8. Failure to wear proper uniform.

**PLEASE CONTINUE TO PAGE 3**

LT NAME \_\_\_\_\_ SESSION \_\_\_\_\_

List any restrictions: \_\_\_\_\_

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

Last Tetanus Toxoid Booster: \_\_\_\_\_

Any special Medications or  
Pertinent Medical Information: \_\_\_\_\_

Family Physician: \_\_\_\_\_ Phone \_\_\_\_\_

Insurance Company: \_\_\_\_\_

Telephones where Parents may be reached

Mother(name) \_\_\_\_\_ Cell: \_\_\_\_\_ Home: \_\_\_\_\_

Father(name) \_\_\_\_\_ Cell: \_\_\_\_\_ Home: \_\_\_\_\_

Additional Emergency Contact Person

Name \_\_\_\_\_ Cell: \_\_\_\_\_ Home: \_\_\_\_\_

Signature of parent \_\_\_\_\_ Date \_\_\_\_\_  
or legal guardian

Print Name of Parent \_\_\_\_\_ Date \_\_\_\_\_  
or legal guardian