



**PARTICIPANT NAME (Print):** \_\_\_\_\_ **DOB:** \_\_\_\_\_

**WAIVER AND LIABILITY RELEASE** IN CONSIDERATION OF THE BELOW NAMED MINOR'S PARTICIPATION IN THE SAN LUIS OBISPO COUNTY ("COUNTY") JUNIOR LIFEGUARD PROGRAM, I ACKNOWLEDGE AND AGREE TO EACH OF THE FOLLOWING:

1. I RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE THE COUNTY, ITS ELECTED OFFICIALS, EMPLOYEES, BOARD MEMBERS, OFFICERS, AGENTS AND VOLUNTEERS (collectively, "County") from all liability to the participating minor for any loss, damage, or claim, now or in the future, on account of injury (including paralysis and dismemberment) or death to the person or property of the participating minor, whether caused by any gross, passive or active negligent act or omission of the County, to the extent such waiver and release is permitted by California law, while the participating minor is participating in the County activity or using any County facilities in connection with the activity.
2. I AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS the County for all liability, claims, demands, causes of action, charges, expenses and attorney fees resulting from the participating minor's involvement in this activity whether caused by the passive or active negligent or careless acts or omissions of the County or otherwise.
3. I ACKNOWLEDGE THAT THE COUNTY DOES NOT PROVIDE MEDICAL INSURANCE for injuries that may arise out of the participating minor's involvement in the Junior Lifeguard program or use any County facilities in connection with the activity. I understand that while County staff may be trained in basic first aid and CPR, they are not medical professionals and are not trained to diagnose, monitor or treat chronic or acute medical conditions. I represent that the participating minor has no known medical condition which may pose a risk to his/her health and safety or to others by participating in the activity and warrant that no physician, surgeon, or other licensed health care practitioner has advised me, after due inquiry, that the minor shall not participate in the activity. I agree to inform the participating minor that he/she shall follow all safety rules and instructions for the activity as well as any other rules or directions given during participation in the activity. I recognize that the minor's participation in all activities is voluntary, that I am responsible for providing transportation to and from such activities, and that the County assumes no liability or loss or injury resulting from such transportation of the participating minor.
4. I ASSUME FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, DISABILITY to the participating minor and his/her property while participating in the activity or using any County facilities and equipment whether caused by any negligent acts or omission of County or otherwise. I expressly agree that the foregoing waiver and release, indemnity agreement and assumption of risk are intended to be as broad and inclusive as permitted by California law. I acknowledge that I have read the foregoing and I am aware of the legal consequences of waiver and liability release, including that it prevents me from suing the County if the participating minor is injured or damaged for any reason as a result of his/her participating in the activity.
5. IF THE PARTICIPANT IS A MINOR: I hereby warrant and represent that I am the legal guardian, caregiver or custodial parent of the minor child who is named below, that I have the legal authority to sign this release, and agree, on my own behalf and said minor's behalf, to each and every term and condition of this waiver and liability release.
6. CONSENT TO TREAT: In the event of sudden illness, accident or injury (medical and dental) that the participating minor may experience while participating in this activity, I authorize the County to arrange for transportation to a medical or dental facility, and authorize any emergency first aid, medication, medical treatment or surgery deemed necessary by attending medical personnel if the minor is not able to act on his/her own behalf. The County does not assume responsibility to take any of these actions and that any expenditure incurred for the care and transportation of he participating minor is my sole responsibility.
7. THIS RELEASE IS BINDING on the undersigned's personal representatives, assigns, heirs, spouse & next of kin.
8. PHOTO RELEASE WAIVER: I understand that the County will occasionally take pictures and/or video during activities for use in County brochures, flyers, and other publicity developed by the County. I grant permission to the County for the participating minor to be photographed, videotaped or recorded for such uses, and waive all claims for compensation for the use of the pictures or videos of the participating minor.
9. The participating minor may take a physical test of swimming skills and engage in various physical activities on the beaches and in the waters of the Pacific Ocean and/or County lakes.
10. The County shall not be held accountable for the minor's safety after program hours, which have been provided to the undersigned.

**Parent/Guardian PRINT NAME:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Parent/Guardian SIGNATURE:** \_\_\_\_\_