



MONTEREY JUNIOR LIFEGUARD APPLICATION

2211 Garden Road, Monterey, CA 93940

Web: montereyjuniorlifeguard.com

Email: montereyjg@parks.ca.gov

Phone: (831) 649-7144



Student's Name:

Address: _____
Last First Middle

Number Street City Zip

Sex: Male Female Date of Birth: ____/____/____ Age 1st Day of Program _____

Home Phone: () _____ Email Address: _____

2010 SESSION REQUESTED (check)

Session I (6/7– 7/2) Monterey State Beach

Session II (7/12– 8/6) Asilomar State Beach

Both Sessions I & II

TUITION ENCLOSED

\$ _____
amount enclosed / see program fees on brochure

Make Checks Payable to:
**CA STATE PARKS
MONTEREY JR GUARDS**

I understand that all money paid to the California State Park Junior Lifeguard Program is to be used for current program expenses, as well as on-going and future support of the Junior Lifeguard Program.

Signature of Parent or Legal Guardian

Date

My child was in last year's Junior Lifeguard Program and I certify that my child is physically fit to participate in the Junior Lifeguard Program this summer.

I do not want my name, address and telephone number published to assist parents in forming carpools.

Ethnicity (optional): Hispanic , White , Black , Filipino , American Indian , Asian or other , Decline to State

EMERGENCY CONTACTS and INFORMATION

Mother's Name: _____ Phone 1 () _____ Phone 2 () _____

Mother's Occupation: _____ Business Name: _____

Father's Name: _____ Phone 1 () _____ Phone 2 () _____

Father's Occupation: _____ Business Name: _____

If we can not be reached in an emergency, please contact:

Name: _____ Phone:() _____

Name: _____ Phone:() _____

Physician or HMO: _____ Phone:() _____

List any restrictions to medical treatment:

Special Medications, Pertinent Information or Special Instructions:

Allergies to foods or drugs:

Last Tetanus Diphtheria Booster:

VIDEO/PHOTO RELEASE

I give the State of California, Department of Parks and Recreation (DPR) permission to make photographs, videotapes, films or other likenesses of me, my child or legal ward. I hereby grant to DPR the unrestricted right to copyright any of the above-mentioned materials containing images of me, as well as the unrestricted right to use and reuse them, with their caption information, in whole or in part, in any manner, for any purpose and in any medium now known or hereinafter invented. These rights include, but are not limited to, the right to publish, copy, distribute, alter, license and publicly display these materials and images for editorial, trade, marketing and/or advertising purposes. I also grant to DPR and its licensees the unrestricted right to use and disclose my name in connection with use of the above materials.

I understand and agree that I will not be paid for any use described above.

I also waive, and release and discharge the State of California, DPR, its officers, employees and/or agents from, any and all claims arising out of or in connection with any use of the materials, caption information and images described above, including any and all claims for libel, defamation and/or invasion of privacy or publicity. I realize I cannot withdraw my consent after I sign this form and I realize this form is binding on me and my heirs, legal representatives and assigns.

Signature of Parent or Legal Guardian

Date

RELEASE OF LIABILITY

I understand that my child or the minor for whom I act as a lawful court-appointed guardian whose name is _____ (“Minor” or “Child”) is being considered to participate in the Junior Lifeguard Program (“Program”) administered by the California Department of Parks and Recreation (“DPR”).

I acknowledge that by signing this RELEASE OF LIABILITY, I will be giving up certain legal rights on behalf of myself and the Minor.

Hereinafter, the terms “undersigned,” “I” or “my” when used in this RELEASE OF LIABILITY are meant to refer to me as the parent and/or legal guardian on behalf of myself and the Minor.

In consideration of being permitted to participate in the Program, the undersigned agrees to the following.

1. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE THE CALIFORNIA DEPARTMENT OF PARKS AND RECREATION, ITS EMPLOYEES, OFFICERS AND AGENTS (hereinafter referred to as “Releasees”) from all liability to the undersigned, his or her personal representatives, assigns, heirs and next of kin for any loss, damage, or claim therefore on account of injury to the person or property of the undersigned, whether caused by any negligent act or omission of the Releasees or otherwise while the undersigned is participating in the Program or using any of DPR’S facilities in connection with the Program.
2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS the Releasees from all liability, claims, demands, causes of action, charges, expenses, and attorneys fees resulting from involvement in this activity whether caused by any negligent act or omission of the Releasees.
3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE while upon DPR property or participating in the activity or using any DPR facilities and equipment whether caused by any negligent act or omission of Releasees. The undersigned expressly agrees that this release and waiver, indemnity agreement and assumption of risk are intended to be as broad and inclusive as permitted by California law.
4. THE UNDERSIGNED REPRESENTS that he or she as well as the Minor are familiar with the varied health risks associated with participating in the Program. The undersigned further understands that serious accidents or death can occur during aquatic and marine activities; and that participants in aquatic and marine activities occasionally sustain mortal or serious personal injuries and/or property damage as a consequence thereof. Knowing the risk of aquatic and marine activities, including but not limited to swimming, surfing, lifesaving, windsurfing, body boarding, competition, the undersigned hereby agrees to assume on his or her behalf and on behalf of the Minor those risks, including risks caused by Releasees negligent acts or omissions.
5. I, the UNDERSIGNED, acknowledge that I have read the foregoing and that I am aware of the legal consequences of this agreement, including that it prevents me or my Child/the Minor from suing DPR or its employees, agents or officers if I or my Child is injured or damaged for any reason as a result of participation in this activity.
6. IF THE PARTICIPANT IS A MINOR, his or her custodial parent must read and execute this agreement. I hereby warrant that I am the legal guardian or custodial parent of the above-named minor child, and agree, on my own and said Minor’s behalf, to the terms and conditions of the foregoing agreement.
7. By signing this RELEASE OF LIABILITY, I represent that I have read, understood and voluntarily agreed to abide by its terms and conditions.

Signature of Parent or Legal Guardian

Date

AUTHORIZATION TO TREAT MINOR

I, _____, am the [parent or parent having legal custody or guardian or caregiver and a relative] of _____, a minor (“Minor”). Under Family Code Section 6550, I may authorize medical and dental care for the aforementioned child.

I hereby authorize and consent to any x-ray examination, anesthetic, medical or surgical diagnosis or treatment and hospital care to be rendered to him or her under the general or special supervision of and upon the advice of a physician and/or surgeon licensed under the provisions of the Medical Practice Act or a dentist licensed under the provisions of the Dental Practice Act.

I understand that this authorization is given in advance of any specific diagnosis, treatment or hospital care being required, but it is given to provide authority and power to render care which the aforementioned physician, surgeon or dentist in the exercise of his or her judgment, may deem advisable for the Minor.

Further, I understand the Minor will be participating in a hazardous recreational activity that may result in injury.

I agree to pay for the Minor’s medical expenses, including the cost of emergency medical services, if he or she is injured. I understand that an effort will be made to contact me prior to rendering treatment, but any of the above treatment or emergency services will not be withheld if I can not be reached.

This consent shall remain in effect until September 1 of the subject year (unless revoked at an earlier time).

Signature of Parent or Legal Guardian

Date

Assumption of Risk & Release of Liability

Name(Print): _____ **Group:** _____
Parent's name if minor: _____ **Telephone:** _____
Address: _____ **City** _____ **ZIP** _____
Emergency Contact: _____ **Telephone:** _____
Program: _____ **Program Date:** _____

In consideration of the services of Monterey Bay Kayaks, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (herein collectively referred to as Monterey Bay Kayaks), I hereby agree to release and discharge Monterey Bay Kayaks, on behalf of myself, my children, my parents, my heirs, assigns, personal representatives and estate as follows:

1. I acknowledge that kayaking entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, but are not limited to: open water, cold water, wind, waves, currents, unpredictable weather and environmental conditions, obstacles onshore or in the water (natural and/or man-made), wildlife (animals, birds, fish), and plants, negligence caused by third parties, and my own negligence.

Further more, Monterey Bay Kayaks' guides, instructors, and other staff seek to provide a safe environment and experience, but are not infallible. They might misjudge the weather or terrain, or give inadequate warnings. They might be ignorant of a person's fitness, past experiences, or abilities. I understand that there are different levels of participation available and I have chosen the activity myself, based upon my judgement of my skills. I have made no misrepresentation of my abilities to participate and use the equipment.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Monterey Bay Kayaks from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of Monterey Bay Kayaks' equipment or facilities, including any such Claims which allege negligent acts or omissions of Monterey Bay Kayaks.

4. Should Monterey Bay Kayaks or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions that could interfere with my safety in this activity, or else I am willing to assume and bear the cost of all risks that may be created, directly or indirectly, by any such condition.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Monterey Bay Kayaks on the basis of any claim from which I have released them herein. It is the intention of the undersigned to exempt and relieve Monterey Bay Kayaks and associated parties from liability for personal injury, property damage, or wrongful death.

I have carefully read this agreement and fully understand its contents. I am aware that this is a release of liability and a contract between myself and Monterey Bay Kayaks and affiliated parties and I sign it of my own free will.

Signature of Participant: _____

Minors under 18 years MUST have the following completed in order to participate:

In consideration of _____ (print minor's name ("Minor")) being permitted by Monterey Bay Kayaks to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless Monterey Bay Kayaks from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent/Legal Guardian Signature: _____