

WAIVER, RELEASE, HOLD HARMLESS, AND AGREEMENT NOT TO SUE

I, _____ (FULL NAME), fully understand that my participation in the **Port Hueneme Learn to Swim Program** (hereinafter "event/class") exposes me to the risk of personal injury, death, communicable diseases, illnesses, viruses, or property damage. I hereby acknowledge that I am voluntarily participating in this event/class and agree to assume any such risks.

I hereby release, discharge and agree not to sue **the City of Port Hueneme** for any injury, death or damage to or loss of personal property arising out of, or in connection with, my participation in the event/class from whatever cause, including the active or passive negligence of **Pool Lifeguard/Instructors** or any other participants in the event/class. The parties to this AGREEMENT understand that this document is not intended to release any party from any act or omission of "gross negligence," as that term is used in applicable case law and/or statutory provision.

In consideration for being permitted to participate in the event/class, I hereby agree, for myself, my heirs, administrators, executors and assigns, that I shall indemnify and hold harmless **the City of Port Hueneme** from any and all claims, demands actions or suits arising out of or in connection with my participation in the event/class.

I HAVE CAREFULLY READ THIS RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT IT IS A FULL RELEASE OF ALL LIABILITY AND SIGN IT ON MY OWN FREE WILL.

Date

Signature/ Parent or Guardian
(If under age 18)

DECLARATION

I, _____, declare under penalty of perjury under the laws of the State of California that I am the parent or legal guardian of Minor. I further declare that I shall indemnify and hold harmless the **City of Port Hueneme** from and against any and all Claims resulting from, incident to, or arising out of Minor's participation in the event/class, any and all risks assumed by Minor and me above, and/or the breach of any promises, covenants, and/or representations made by me herein and/or in the above Release.

By: _____
Signature of Parent/Legal Guardian

Name: _____
Printed Name of Parent/Legal Guardian

**PARENT'S OR GUARDIAN'S PERMISSION FOR STUDENT PARTICIPATION IN
City of Port Hueneme Jr Lifeguard Program
MEDICAL TREATMENT AUTHORIZATION**

To Who it May Concern:

_____ has my permission to participate in the
(Student Name: please print)

City of Port Hueneme Learn to Swim Program during Winter 2021.

I understand that the extracurricular/athletic activity, by its very nature, includes certain risks and could cause minor injury, major injury, and serious injury to student, including permanent disability and death. In the event of illness or injury to student, I do hereby consent to whatever x-ray examination, anesthetic, medical, surgical or dental diagnosis or treatment, emergency transportation, and hospital care of student considered necessary in the best judgment of the attending physician, surgeon, or dentist and performed under the supervision of a member of the medical staff of the hospital or facility furnishing medical or dental services.

_____ Student has no special health needs the staff should be aware of, and no medication is required during this class/activity.

_____ Student has a special need, and instructions are attached. Number of attached pages: _____.

_____ Other: _____

Medical Insurance Carrier: _____ Policy Number: _____
(e.g., Blue Cross)

In the event of an **emergency**, please contact:

(Name) (Relationship) Work: () _____
Home: () _____
Cell: () _____

Signature of Parent/Guardian Please Print Name Date