



City of Long Beach Junior Lifeguard Program



Swim Try Out Waiver 2024

ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM

Must be a City of Long Beach Resident or Long Beach School District Student to Tryout!!!

Name of the Activity or Event: Junior Lifeguard Swim Tryout

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING AND/OR VOLUNTEERING IN THIS ACTIVITY OR EVENT, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

I certify that I am physically fit, have sufficiently prepared or trained for participation in the activity or event, and have not been advised to not participate by a qualified medical professional. I certify that there are no health related reasons or problems which preclude my participation in this activity or event. I acknowledge that this Accident Waiver and Release of Liability Form will be used by the event holders, sponsors, and organizers of the activity or event in which I may participate, and that it will govern my actions and responsibilities at said activity or event.

In consideration of my application and permitting me to participate in this event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

- (A) I WAIVE, RELEASE, AND DISCHARGE from any all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, sickness, illness, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this event, **THE FOLLOWING ENTITIES OR PERSONS:** The Long Beach Junior Lifeguard Program and/or their directors ,assistants, officers, representatives, and the activity or event holders, activity or event sponsors, activity or event volunteers, City of Long Beach, and Long Beach Lifeguards Patrol ("Releasees").
- (B) I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this activity or event, whether caused by the negligence of Releasees or otherwise.

I acknowledge that the LB Junior Lifeguard Program and their directors, assistants, officers, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific event or activity on behalf of Long Beach Junior Lifeguard Program. I acknowledge that this activity or event may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury,

sickness, illness, and property loss. The risk may include, but are not limited to, those caused by terrain, facilities, temperature, condition of participants, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, event officials.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity or event.

The accident waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

Print Participant's Name Age Signature (if under 18 Years old) Date
(As of 7/1/2024)

Parent or guardian must also sign;

Parent/ Guardian WAIVER FOR MINORS (Under 18 years old)

The undersigned parent and natural guardian does hereby represent that he/she is, in fact, acting in such capacity, has consented to his/her child or ward's participation in the activity or event, and has agreed individually and on behalf of the child or ward, to the terms of the accident waiver and release of liability set forth above. The undersigned parent or guardian further agrees to save and hold harmless and indemnify each and all of the parties referred to the above from all liability, loss, cost, claim, or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

Print Parents Name Signature of Parent or Guardian Date

Parent e-mail address to contact _____ in case child has opportunity to be added to the program at a later date.