

MISSION BAY AQUATIC CENTER  
**YOUTH**  
SPECIAL AQUATIC EVENT INDIVIDUAL USERS FORM

YOUTH'S NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_

STATE \_\_\_\_\_ ZIP \_\_\_\_\_

YOUTH GROUP AFFILIATED WITH REACH FOR TOMORROW DATE OF ACTIVITY July 2003

Notify in Case of Emergency (preferable relative):

PARENT/GUARDIAN NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_

STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE (        ) \_\_\_\_\_ EVENING (        ) \_\_\_\_\_

**SWIM TEST VERIFICATION:**

To participate in watersports and related activities youth must be "watersafe" (be able to swim 100 yards and tread water for 5 minutes).

I certify that the youth named above is watersafe and can swim 100 yards and tread water for 5 minutes:

***SIGN HERE X*** \_\_\_\_\_  
Signature of parent or legal guardian Date

In consideration of the use of the property, facilities and/or services of the Mission Bay Aquatic Center the undersigned agrees as follows:

1. **RISK FACTORS**. The undersigned understands and acknowledges that the youth's participation in watersports and related activities at the Mission Bay Aquatic Center involves various physical risks such as but not limited to the following RISK OF BODY INJURY, DEATH and/or PROPERTY DAMAGE.
2. **ASSUMPTION OF THE RISK**. The undersigned ASSUMES ANY AND ALL RISK INVOLVED IN OR ARISING FROM THESE ACTIVITIES, including without limitation the risk of DEATH, BODILY INJURY, or PROPERTY DAMAGE resulting from collision; overturning; unavailability of emergency medical care; or the negligent or deliberate act of another person.
3. **ACKNOWLEDGEMENT OF POLICIES AND PROCEDURES**. The youth will be informed of all the policies and procedures relating to the activity and the undersigned understands that the safe and proper use of the facilities or property or participation in the activity is dependent upon carefully following such policies and procedures.
4. **PREREQUISITE SKILLS AND TRAINING**. The undersigned acknowledges that the youth has the requisite skills, qualifications and training necessary to properly and safely use the facilities or property or participate in watersports and related activities at the Mission Bay Aquatic Center. The undersigned agrees that if he or she has any questions as to what skills, qualifications, or training is necessary for the youth to properly use the facilities, property, or participate in these activities then they shall direct such questions to the organization or instructor supervising the activity.

5. RELEASE. The undersigned RELEASES the State of California, trustees of the California State Universities, Regents of the University of California, the Associated Students of San Diego University and all of their officers, employees, and agents and agrees NOT TO SUE them on account of or in connection with any claims, causes of action, injuries, damages, cost or expense arising out of the activity, including those based on death, bodily injury or property damage whether or not caused by the negligence or other fault of the parties being released.

6. WAIVER. The undersigned waives the protection afforded by any statute or law in any jurisdiction including California Code 5 1542 whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise which the person giving the release does not know or suspect to exist at the time of executing the release. This means, in part, that the undersigned is releasing unknown future claims.

7. INDEMNIFY AND DEFEND. The undersigned agrees to INDEMNIFY AND DEFEND the State of California, the trustees of the California State University, the Regents of the University of California, the Associated Students of San Diego University and all of their officers, employees and agents (hereinafter jointly referred to as "Indemnitee") against and hold them harmless from any and all claims, causes of action, damages judgments cost of expenses, including attorney fees which in any way arise from the activity or this agreement and which include but are not limited to damages to or destruction of any property of the indemnitee or any others, injury or death to the undersigned or anyone else or any liability arising from the act or negligent act of the indeninitee, the undersigned or anyone else.

8. PAY. The undersigned agrees to pay for any and all damages to any property of indemnitee caused by the youth either negligently, willfully or otherwise.

9. LEGAL FEES. In the event of any controversy, claim or dispute between the parties arising out of or relating to this agreement or the breach hereof or the activity, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney fees and cost.

10. REPRESENTATIVES. The undersigned enters into this agreement on behalf of the youth for himself, his heirs, assigns and legal representatives.

11. ACKNOWLEDGEMENT. The undersigned has read and understands this agreement and realizes it relates to surrendering and releasing valuable legal rights and does so freely and voluntarily.

### **APPROVAL OF PARENT (LEGAL GUARDIAN) ON BEHALF OF MINOR**

I am the parent or legal guardian of the minor named earlier on this form. I have read and understand the agreement and I realize the agreement involves surrendering valuable legal rights of the minor and of myself. I agree to be bound by all the terms of the agreement. I also give consent to the participation in watersports and related activities by the minor.

***SIGN HERE X*** \_\_\_\_\_

Signature of parent or legal guardian

\_\_\_\_\_ Date

### **PARENT OR GUARDIAN EMERGENCY TREATMENT CONSENT**

I am the parent or legal guardian of the minor named on the reverse side of this form and have agreed to the participation by the minor in the subject activity. I hereby give my consent to the medical treatment of the minor in case of a medical emergency.

***SIGN HERE X*** \_\_\_\_\_

Signature of parent or legal guardian

\_\_\_\_\_ Date