# Participation Waiver, Release, Authorization, Indemnification of All Claims & Covenant Not to Sue

Complete, sign, and read carefully. This document affects your legal rights and is legally binding. By signing this agreement, you are releasing SEACAMP San Diego from all liability and forever giving up any claims therefore.

Print Name of Parent or Legal Guardian

Print Name of Minor

Print Minor Date of Birth

### Medical Authorization

In the case of a medical emergency, I, in my legal capacity as parent/guardian of the minor named above ("Minor"), authorize any agent of SEACAMP San Diego, whose address is PO Box 711310, San Diego, California, into whose care Minor has been entrusted, to provide appropriate first aid for minor injuries and consent to further treatment from local physicians, dentists or hospitals for Minor if medical condition warrants under Section §6910 of the California Family Code for the term of the camp session. The authority granted by this authorization includes the authority to select physician, dentist or hospital and consent to any examination, diagnosis, hospitalization, and proper treatment for the Minor, and to order injection and/or anesthesia and/or surgery for the Minor, as the physician shall determine proper and necessary under the circumstances. A photocopy of this authorization shall be as valid and may be accepted as the original. The completed form may be photocopied by SEACAMP San Diego and released to the physicians, dentists, or hospitals, if requested. SEACAMP San Diego will make reasonable efforts to contact the parent/guardian prior to implementing this authorization. As parent/guardian, I understand any medical expenses incurred will be my responsibility.

I further authorize any agent of SEACAMP San Diego to receive physical custody of Minor under Section 1283 (a) of the California Health and Safety Code upon completion of any treatment, and I specifically instruct any treating health facility to surrender the physical custody of Minor to any agent of SEACAMP San Diego. This Authorization shall be effective upon arrival to SEACAMP San Diego, and shall become null and void upon departure from SEACAMP San Diego, unless sooner revoked by me.

#### Photo Release

I, in my legal capacity as parent/guardian of Minor, hereby authorize SEACAMP San Diego permission to use my child's likeness in any photograph, video, audio or other digital media in any of its publications, including website-based publications, without payment or any other consideration. I hereby irrevocable authorize SEACAMP San Diego to edit, alter, copy, exhibit, publish, or distribute these photos for any lawful purpose. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photo. I hereby hold harmless, release, and forever discharge SEACAMP San Diego from all claims, demands, and causes of action which I, my heir, representatives, executors, administrators, or any other person acting on my behalf or on the behalf of my estate have or may have by reason of this authorization.

### Parent Authorization & Understanding

I, in my legal capacity as parent/guardian of Minor, I have read, understand, and agree to all policies and information of Information Forms provided in this Registration Packet. I further understand that the deposit payment is non-refundable. I understand if SEACAMP San Diego officials send Minor home for Rules and Policies violation(s), I will be responsible for expenses related to transportation. All efforts will be made to keep transport costs reasonable.

### Assumption of Risks and Responsibility

I acknowledge and agree that any use of SEACAMP San Diego facilities, services, equipment, premises ("Facilities"), and any attendance or participation in SEACAMP San Diego activities ("Programs"), comes with certain dangers, hazards and risks, foreseen and unforeseen, that are inherent, including, without limitation, risks related to transportation, moderate and severe personal injury, property damage, disability, death, and sickness or disease including, without limitation, COVID-19 (SARS-CoV-2).

In recognition of the dangers, hazards and risks, foreseen and unforeseen, associated with attending and participating in Programs, I confirm that Minor is physically and mentally capable of attendance and participation in Program and Facilities associated with attendance. Minor is willingly and voluntarily attending and participating and Minor and I agree to assume all dangers, hazards and risks, foreseen and unforeseen, inherent in, arising from or related to attendance and participation in Programs.

### Voluntary Participation

I acknowledge that I have voluntarily registered Minor to participate in Programs and Activities which include but are not limited to swimming, snorkeling, kayaking, boogie boarding and boating, in connection with SEACAMP San Diego. I certify that Minor is in good health and that Minor has no physical limitations which would preclude Minor's safe participation in Program and Activities.

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Revised 1/15/2024

## Activities Acknowledgement of Risk

By signing this agreement, I, in my legal capacity as parent/guardian of the minor named below ("Minor"), give up my right to bring a court action to recover compensation or obtain any other remedy for any injury to Minor or Minor's property or for Minor's death, however caused, arising out of participation in activities including but not limited to swimming, snorkeling, boogie boarding, kayaking, stand-up paddle boarding, and boating ("Activities"), now or at any time in the future.

I, in my legal capacity as parent/guardian of the minor named below ("Minor), HEREBY ACKNOWLEDGE AND AGREE THAT ACTIVITIES are considered a high risk activity which poses several inherent risks. I have full knowledge of the nature and extent of all the risks associated with Activities and the use of any associated equipment including, but in no way limited to: Death, head injuries, disability, paralysis, broken bones, lacerations, contusions, illness, and property damage.

I further acknowledge that the above list is not inclusive of all possible risks associated with Activities and that the above list in no way limits the extent or reach of this release and covenant not to sue. I am voluntarily allowing Minor to participate in Activities with knowledge of the danger involved.

I hereby certify that I have full knowledge of the nature and extent of the risks inherent to the participation in Activities and the use of any associated equipment and that Minor and I are voluntarily assuming said risks. I understand that Minor and I will be solely responsible for any loss or damage, including death, Minor sustains while participating in Activities or using any associated equipment and that, by this agreement, I am absolving SEACAMP San Diego of all liability for such loss, damage, or death.

#### Release, Indemnification, & Covenant Not to Sue

In consideration of Minor's use of Facilities and participation in Programs and Activities, I, , the undersigned user, agree to release and on behalf of Minor, myself, my

Parent/Guardian Print Name

heirs representatives, executors, administrators, and assigns, HEREBY DO RELEASE SEACAMP San Diego, its officers, directors, agents, employees, volunteers, insurers, and representatives ("Releasees") from any causes of action, claims, or demands of any nature whatsoever, including but not limited to, claims of NEGLIGENCE, which Minor, myself, my heirs, representatives, executors, administrators and assigns may have, now or in the future, against SEACAMP San Diego on account of personal injury, property damage, disability, death, accident, sickness or disease of any kind, arising out of, or in any way related to, Minor's use of Facilities and participation in Programs and Activities or the use of any associated equipment whether that participation and use is supervised or unsupervised, however the injury or damage is caused, including, but not limited to, the NEGLIGENCE of Releasees. I understand that Minor and I will be solely responsible for any loss or damage, including personal injury, property damage, disability, death, sickness or disease sustained from the use of Facilities and participation in Programs and Activities.

In consideration of Minor's use of Facilities and participation in Programs and Activities, I, the undersigned user, agree to INDEMNIFY AND HOLD HARMLESS the Releasees from any and all causes of action, claims, demands, losses, or costs of any nature whatsoever arising out of or in any way related to Minor's use of Facilities and participation in Programs and Activities.

As the parent/guardian of Minor, I have read and understand the above Minor: Medical Authorization; Photo Release; Parent Authorization & Understanding; Assumption of Risks and Responsibility; Activities Acknowledgement of Risk; Voluntary Participation; Release, Indemnification, & Covenant Not to Sue. I affirm that I am at least 18 years old and that I am therefore of lawful age and otherwise legally competent to sign this agreement. I further understand that the terms of this agreement are legally binding and certify that I am signing this agreement, after having carefully read it, of my own free will. No oral representations, statements or inducement apart from the foregoing written agreement have been made. If signed electronically, I understand and agree that my electronic signature is the legal equivalent of my manual, handwritten signature. A photocopy of Release Forms and all Agreements shall be as valid and may be accepted as the original. The completed Release Forms may be photocopied by SEACAMP San Diego and released to physicians or hospitals if requested. By signing this document, I consent to be legally bound by this agreement.

Print Name of Minor

Print Minor Date of Birth

Print Name of Parent or Legal Guardian

Signature of Parent or Legal Guardian

Date Signed

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Revised 2/15/2023