

Day Phone: \_\_\_\_\_

Email: \_\_\_\_\_



Group / Event Name: \_\_\_\_\_

Date of Event: \_\_\_\_\_

## **YOUTH WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

The undersigned parents or legal guardians (hereafter referred to in the singular) of \_\_\_\_\_ (hereafter referred to as the "child"), request that the child be allowed to participate at the Orange County Newport Sea Base [hereafter referred to as the "Sea Base"] in the Program Activities (hereafter referred to as "the activities"). This agreement shall remain in effect until the Sea Base receives written notice of the cancellation of the consent or until the end of the activities described above. In return for the child being permitted to take part in the activities and to use the facilities and property of the Sea Base, each of us makes the following promises and warrants the truth of the following facts:

1. I am familiar with the programs included in the activities, and I understand the employees of the Sea Base are available to discuss the activities if I should wish additional information. I also understand I am solely responsible for the arrival and departure of my child at the beginning and end of each day's program. I will not allow my child to remain on the premises of the Sea Base before or after each day's program without appropriate supervision or the written permission of the Sea Base. I agree the Sea Base will have no responsibility for the supervision of my child at times other than during the scheduled activities. I will inform my child that he/she is expected to cooperate with, and follow the direction of the persons in charge of the activities, and to act in a manner consistent with the spirit of good sportsmanship and respect for the rights and property of others.

[Please initial to indicate you have read this paragraph. \_\_\_\_\_]

2. **WAIVER OF LIABILITY:** I waive and release any right I, my heirs, distributees, guardians, legal representatives, and assigns may have or acquire to make a claim against, sue, attach the property of, or prosecute employees and affiliated organizations, specifically the Orange County Council Boy Scouts of America and the County of Orange (herein referred to as "the releasees") for monetary damages caused by injury to my child or myself arising from my child's participation in the activities and the use of the facilities and property of the Sea Base, whether or not the injury or damage results from the negligent acts or omissions, except intentional acts, of any of the releasees.

[Please initial to indicate you have read this paragraph. \_\_\_\_\_]

3. **ASSUMPTION OF RISK:** I am aware that the activities may involve maneuvering a boat, sailboard or other watercraft on deep waters in potentially hazardous conditions which may include, among other things, strong winds and high waves, sudden and unexpected immersion in deep waters, and collision with other watercraft or stationary objects such as docks, pilings and buoys. With knowledge of the dangers involved, I voluntarily ask that my child be allowed to take part in the activities. I ACCEPT ANY AND ALL RISKS TO MYSELF AND MY CHILD OF INJURY, DEATH, AND PROPERTY DAMAGE ARISING FROM PARTICIPATION IN THE ACTIVITIES AND THE USE OF THE FACILITIES AND PROPERTY OF THE SEA BASE, WHETHER OR NOT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS, EXCEPT INTENTIONAL ACTS, OF ANY OF THE RELEASEES.

[Please initial to indicate you have read this paragraph. \_\_\_\_\_]

4. **INDEMNITY AGREEMENT:** I agree to indemnify and hold the releasees harmless from any loss, liability, damage, or cost, including reasonable attorneys fees, that may occur due to either my child's or my participation in the activities and use of facilities whether or not such loss, liability, damage, or cost results from the negligence or other action, except intentional acts, of any of the releasees.

[Please initial to indicate you have read this paragraph. \_\_\_\_\_]

5. I authorize and give my full consent to Newport Sea Base to copyright and/or publish all photographs, videotapes and/or film in which my child appears, without limitations or reservations.

[Please initial to indicate you have read this paragraph. \_\_\_\_\_]

**I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THE AGREEMENT INCLUDES A WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT BY ME TO INDEMNIFY THE RELEASEES, AND I SIGN IT OF MY OWN FREE WILL.**

Signature: \_\_\_\_\_ Print Name \_\_\_\_\_ Date: \_\_\_\_\_

### **MEDICAL AUTHORIZATION:**

I, the undersigned, do hereby authorize and consent to any x-ray examination, anesthetic, medical or surgical diagnosis rendered under the general or special supervision of any member of the medical staff licensed under the provisions of the Medicine Practice Act or a dentist licensed under the provisions of the Dental Practice Act and on the staff of any acute general hospital holding current license to operate a hospital from the State of California Department of Public Health. It is understood that this authorization is given in advance of any specific diagnosis, treatment, or hospital care being required but is given to provide authority and power to render care which the aforementioned physician in the exercise of his best judgment may deem advisable. It is understood that effort shall be made to contact the undersigned prior to rendering treatment to the patient, but that any of the above treatments will not be withheld if the undersigned cannot be reached.

Signature: \_\_\_\_\_ Print Name \_\_\_\_\_ Date: \_\_\_\_\_