Parks&Recreation

SANTA BARBARA JUNIOR LIFEGUARDS PROGRAM

Santa Cruz Island Boat Trip

RELEASE AGREEMENT

Check Trip date which applies: ☐July 6, 2016 ☐July 19, 2016

The City of Santa Barbara Aquatic Section requires all participants to read and sign the following release agreement: The Junior Lifeguard boat trips scheduled for July 8 and July 21 will depart the Sea Landing in the Santa Barbara Harbor promptly at 6:30 a.m. returning at 5 p.m. The travel time each way from the Santa Barbara Harbor to Santa Cruz Island takes approximately 2 hours, when boat is moving participants must follow all Truth Aquatic Staff and Junior Lifeguard Instructor directions. Upon arrival at the Islands Junior Lifeguard Instructors will designate a recreational area which will extend 150 meters both directions from the bow of the boat and extend all the way to the shoreline. When the boat is anchored participants will be able to participate in the following supervised activities: swimming, paddling, kayaking, snorkeling, and explore up to the high tide line on the Island.

Safety considerations

- There will be a ratio of one Junior Lifeguard Instructor/Beach Lifeguard to ten participants during this trip.
- There will be two stationed Beach Lifeguards on the boat at all times providing additional supervision.
- One Beach Lifeguard will be certified as an Emergency Medical Technician (EMT) to provide medical care.

CITY OF SANTA BARBARA RELEASE AGREEMENT IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN THIS CITY ACTIVITY OR USE OF ANY CITY FACILITIES IN CONNECTION WITH THIS ACTIVITY, THE UNDERSIGNED AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE THE CITY OF SANTA BARBARA, ITS EMPLOYEES, OFFICERS AND AGENTS (hereinafter referred to as "releasees") from all liability to the undersigned, his or her personal representatives, assigns, heirs, and next of kin for any loss, damage, or claim therefore on account of injury to the person or property of the undersigned, whether caused by any negligent act or omission of the releasees or otherwise while the undersigned is participating in the City activity or using any City facilities in connection with the activity.
2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS the releasees from all liability, claims, demands, causes of action, charges, expenses, and attorney fees (including attorney fees to establish the releasee's right to indemnity or incurred on appeal) resulting from involvement in this activity whether caused by any negligent act or omission of the releasees or otherwise.
3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE while upon City property or participating in the activity or using any City facilities and equipment whether caused by any negligent act or omission of releasees or otherwise. The undersigned expressly agrees that the foregoing release and waiver, indemnity agreement and assumption of risk are intended to be as broad and inclusive as permitted by California law and that if any portion thereof be held invalid, notwithstanding, the balance shall continue in full legal force and effect.

I acknowledge that I have read the foregoing and that I am aware of the legal consequences of this agreement, including that it prevents me from suing the City or its employees, agents, or officers if I am injured or damaged for any reason as a result of participation in this activity. I further acknowledge that no oral representations, statements or inducements have been made.

IF THE PARTICIPANT IS A MINOR, HIS OR HER CUSTODIAL PARENT OR LEGAL GUARDIAN MUST READ AND EXECUTE THIS AGREEMENT.

I hereby warrant that I am the legal guardian or custodial parent of _____ who is a minor and agree, on my own and said minor's behalf to the terms and conditions of the foregoing agreement.

_____	_____	_____
Adult Name (Please Print)	Signature	Date