



Student Participation Agreement - 2018

Program(s): \_\_\_\_\_ Date: \_\_\_\_\_

Student Name: \_\_\_\_\_ Gender: \_\_\_\_\_ DOB: \_\_\_\_\_ Age: \_\_\_\_\_

Parent/Guardian #1:

Parent/Guardian #2:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Phone # 1: \_\_\_\_\_

Phone # 1: \_\_\_\_\_

Cell: \_\_\_\_\_ Text ok? Y N

Cell: \_\_\_\_\_ Text ok? Y N

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

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

School Affiliation: \_\_\_\_\_

Preferred Method of Payment

(circle): cash check cc paypal school voucher

Emergency Contacts

Name	Relationship	Phone Number
1. _____	_____	_____
2. _____	_____	_____

Please list any special conditions:

(i.e. specify injuries, weakness, eyeglasses, contacts, hearing aid, anxieties, fears, hyperactivity, learning disabilities, etc.):

Please list any current medication(s): (inhaler, epi-pen, diabetes medicine, allergies, etc. ):

Please read the following, initial each one and sign where required.

EMERGENCY MEDICAL AUTHORIZATION FOR STUDENTS

In the event of a medical emergency, I hereby authorize and consent to any x-ray, examination, anesthetic, medical or surgical diagnosis or procedure rendered under the supervision of any qualified health care professional. 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 health care professional in the exercise of his/her 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 the above treatment will not be withheld if I cannot be reached.

Initial: \_\_\_\_\_

PHOTOGRAPHY / SOCIAL MEDIA RELEASE

I understand that King harbor Boating Foundation dba Waterfront Education, (WE) routinely takes videos and photographs of participants in WE programs. I hereby authorize and give my full consent to WE to copyright and/or publish any and all photographs, videotapes and/or film in which my child appears while attending WE events for WE instructional and/or promotional purposes. I further agree that WE may transfer, use or cause to be used, these photographs, videotapes or films for instructional, promotional or advertising purposes.

Initial: \_\_\_\_\_

OTHER TERMS

All WE Programs involve certain inherent risks. Natural risks result from weather, wind, waves and water. Man-made risks include docks, ramps, ladders, buildings, boats, engines, spars and sails. Other risks are inherent in group activities and/or activities on publicly accessible waters and land. I understand and acknowledge the risks involved in WE Programs. In consideration of the opportunity for my child to participate in the marine science, adventure sports, and sailing programs conducted by WE, either with or without instruction, I have read, understand, and agree to bound by the Emergency Medical Authorization, Photography Release, and Other Terms including the Participation Agreement Other Terms at the end of this Participation Agreement (next page).

Parent Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

PARENT SIGNATURE IS REQUIRED

**PARTICIPATION AGREEMENT OTHER TERMS**

The parties to this Participation Agreement are the "Student," the Student's parents or legal guardians, and the King Harbor Boating Foundation dbaWaterfront Education ("WE"). The Student, with the consent of the Student's parents or legal guardians, has chosen to participate in a WE program (the "Program"). The Student and his/her parents/legal guardians:

- will complete all required forms and provide the necessary information,
- hereby certifies that the information provided to Waterfront Education is correct, and
- agrees to keep it updated, as necessary.

**1. Code of Conduct and Adherence to Standards**

- The Student and his/her parents/legal guardians understand that by participating in a WE Program, the Student is subject to both rules and regulations of WE and may be subject to WE's disciplinary action.
- The Student agrees:
  - o to abide by all policies, rules, and regulations of WE including the WE Code of Conduct.
  - o to obey all directives issued by WE and WE Program Leader(s).

**2. Financial Obligations** - The Student and his/her parents or legal guardians agree to pay any money owed to cover any Program fees on or before the date the Program commences.

**3. Program Modification and Cancellation** -The Student and his/her parents/guardians understand and agree that WE reserves the right to cancel or modify the Program before or during its operation for any reason including, but not limited to, emergencies, low enrollment, unavailability of one or more facilities or personnel, weather conditions or other safety concerns.

**4. Termination of Participation**

- The Student understands and agrees that, while participating in the Program, he/she will not engage in inappropriate conduct, including, but not limited to, the use of physical or verbal threats or violence, open abuse of other participants in the Program, or unauthorized absences from Program activities.
- The Student and his/her parents/legal guardians understand that, in its sole discretion, WE or the Program Leader(s) may terminate the Student's participation in the Program at any time. Reasons for termination may include, but are not limited to, inappropriate conduct or other behavior by the Student deemed detrimental to the best interests of the Program, emergencies or health or safety conditions.

**5. Assumption of Risk**

- Except to the extent that an injury, loss, or damage is caused by the sole negligence or willful misconduct of WE or its Program Leaders, the Student and his/her parents/legal guardians:
  - o understand that the activities associated with the Program present risks to the Student personally and to his/her property, some of which may result in serious personal injury or death, and that these risks can be a consequence of not only the Student's actions or negligence, but also the actions or negligence of others, weather conditions or equipment.
  - o acknowledge that they are responsible for evaluating the risks that the Student may face and agree that any activities that Student may take part in, whether as a component of the Program or separate from it, will be considered to have been undertaken with the Student's and his/her parents'/legal guardians' approval and understanding of any and all risks involved.
  - o acknowledge that WE is not responsible for any injury, loss, or damage to the Student's person or property, whether resulting from acts or omissions of any persons, from the operation or condition of facilities or premises, from acts of war or terrorism, or from acts of God or nature.

**6. Release of Claims** – In consideration of WE accepting the Student into the Program, except to the extent that the liability, damage, injury, loss, accident, or illness is caused by the sole negligence or willful misconduct of WE or its Program leaders, the Student, his/her heirs, executors, administrators, representatives, and assigns, and the Student's parents or legal guardians, hereby release and discharge WE, its Program leaders, officers, directors, employees, agents, and representatives (hereafter "Released Parties") from:

- any and all claims that may arise from any cause whatsoever, whether resulting from acts or omissions of any persons, from the operation or condition of facilities or equipment, from acts of war or terrorism, or from acts of God or nature;
- responsibility for any accident, illness, injury, or any other damage or consequence arising or resulting directly or indirectly from the Student's participation in the Program;
- any liability, damage, or injury that may be caused by Student's negligence or willful acts committed prior to, during or after participation in the Program; and
- any liability, damage, or injury caused by the intentional or negligent acts or omissions of any other participant in the Program, or caused by any other person.

**7. Severability** - It is understood and agreed that, if any provision of this Agreement or the application thereof is held invalid or unenforceable, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provisions or applications. To this end, the provisions of this Agreement are declared severable.

**8. Governing Law; Venue** - This release shall be construed in accordance with, and governed by, the laws of the State of California.

**Construction and Scope of Agreement**

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. This Agreement, with the attached Program Description and forms, is the entire and complete agreement of the parties relating in any way to the subject matter hereof. This Agreement supersedes any earlier written or oral understandings or agreements between the parties.

Parent Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

PARENT SIGNATURE IS REQUIRED