



# MANHATTAN BEACH

## YOUTH SPORTS POOL APPLICATION

### EXHIBIT "A"

#### ASSUMPTION OF RISK & RELEASE OF LIABILITY

Activity:

Childs Name:

Address:

City:

Phone Number: (        )

In Consideration for my Child's ability to participate in the Activity, the Parent or Legal Guardian ("Adult") signing this Agreement agrees as follows:

**WAIVER AND RELEASE OF LIABILITY.** I fully understand that participation in the above-listed Activity conducted on facilities owned or operated by the City of Manhattan Beach ("City") exposes my Child and me to the risk of personal injury, illness, death, and property damage. Specifically, I understand the contagious nature of COVID-19 and voluntarily assume the risk that my Child and I may be exposed to, or infected by COVID-19, by using a City facility, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. All such risks are deemed to be inherent to my and/or my Child's participation in the Activity. By this Agreement, the Child and Adult are deemed to fully assume all such risks and, in consideration for the right of the Child and Adult to participate in Activity, understand and agree that to the fullest extent allowed by law they are waiving and releasing any potential future claim they might otherwise have been able assert against the City, its employees, officers, volunteers, or agents ("City Parties") by or on behalf of the Child or Adult. I, for myself, my Child and our heirs, personal representatives, and/or assigns, hereby agree to release and hold harmless the City Parties from any liability, claims, damages, costs or expenses that may result from my participation or my Child's participation in the Activity, including those resulting from the active or passive negligence of the City.

**INDEMNIFICATION AND HOLD HARMLESS.** I also agree to indemnify and hold the City Parties harmless from any and all claims, actions, suits, procedures, cost expenses, damages and liabilities, including attorney fees brought as a result of my or my Child's participation in the Activity and to reimburse the City Parties for any such expenses incurred in defense of such claims or actions.

**MEDICAL TREATMENT AND CONDITION.** I give my permission for any necessary emergency medical treatment to be provided to my Child, including the transportation of my Child to an urgent care or emergency care provider. It is understood that the City will provide no medical insurance for such treatment, and that the cost thereof will be at my expense. I understand City staff is not responsible for storing, administering and/or providing medications of any kind for participants in Parks & Recreation programs and activities, including this Activity. To the best of my knowledge, my Child is in good physical condition and fully able to participate in this Activity. I voluntarily assume full responsibility for any risks or loss, property damage, or personal injury, including death, that may be sustained by my Child, or loss or damage to property owned by me, as a result of participation in this Activity.

**PRE- AND POST-ACTIVITY SUPERVISION.** I understand the City has no obligation to supervise my Child prior to the beginning of the Activity or at the conclusion of the above Activity, and I release the City, its officers, employees and agents from any liability resulting from any lack of supervision of my Child before or after the scheduled time of the Activity.



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**COVID-19 DISCLAIMER.** The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is thought to spread mainly through close contact from person-to-person. As a result, federal, state, and local governments and health agencies recommend social distancing and have in many locations, prohibited or limited the congregation of groups of people. The City has put in place preventative measures to reduce the spread of COVID-19; however, the City cannot guarantee that you or your Child will not become infected with COVID-19 during the use of City facilities.

I understand and agree to abide by all policies and/or restrictions established by any federal, state or local government or health agencies, including the City. I agree I will not allow my Child to participate in the Activity if they are exhibiting any signs of illness.

**MEDIA RELEASE.** Participants involved in Parks & Recreation programs, including this Activity, may be photographed or recorded and such photography or recordings may be used to publicize City programs/activities in any media. I hereby authorize and consent to any such publications or reproductions, without compensation, and without reservation or limitation.

**CIVILITY POLICY.** I understand that the City has adopted a Civility Policy, which among other things requires that all interactions with other participants, instructors and staff be conducted in a respectful manner, and provides that threats of violence and loud, insulting, demeaning or offensive communication will not be tolerated. A copy of the Civility Policy is available upon request.

**COMPLIANCE WITH PARK RULES.** Any person who is placed on notice of the park rules, whether by signage or by warning from a park monitor or other City official, who fails to abide by any such rule, may be expelled from the park and by order of the Director of Parks & Recreation may be prohibited from using all City Parks & Recreation facilities for up to fourteen (14) days. Any person refusing to abide by an order of prohibition issued by the Director of Parks & Recreation shall be guilty of a misdemeanor. -m.c. 12.48.54.

**NONCOMPLIANCE.** Failure to comply with any of the regulations and policies referenced above may result in your removal from the park and forfeiture of all fees collected.

**SEVERABILITY.** I expressly agree that the foregoing Agreement is intended to be as broad and inclusive as is permitted under California law and that if any provision of this document is held invalid, it is agreed that the balance shall continue in full legal force and effect.

**BY SIGNING BELOW:** (1) I am giving up substantial actual or potential rights in order to allow my Child to participate in Activity; (2) I have signed this Agreement without any inducement or assurance of any nature, and with full appreciation of the risks inherent in the Activity; (3) I have no question regarding the scope or intent of this Agreement; (4) I, as a parent or legal guardian, have the right and authority to enter into this Agreement, and to bind myself, my Child, and any other family member, personal representative, assign, heir, trustee, or guardian to the terms of this Agreement; (5) I have explained this Agreement to my Child, who understands his/her obligations.

PARENT OR GUARDIAN:

Signature:

Name: