

JACK LONDON AQUATIC CENTER, INC. – PROGRAM ENROLLMENT FORM
(ONE FORM PER PARTICIPANT)

JACK LONDON AQUATIC CENTER, 115 EMBARCADERO,
IN ESTUARY PARK, ON THE EMBARCADERO, BETWEEN OAK ST. AND 5TH AVE.
FOR FURTHER INFORMATION: TELEPHONE 510-208-6060; WEBSITE www.jlac.org

Participant Name _____
(Last) (First)

Address _____

City _____ State _____ Zip _____

Date of Birth _____ Age _____ Male/Female (Circle)
MM/DD/YR

Primary Phone _____ Home/Work/Cell (circle)

Secondary Phone _____ Home/Work/Cell (circle)

Email address _____

Yes, You can use my email to send me information on future JLAC programs and events

Class Registration

Class Name or Program _____

Session Date _____
MM/DD/YR (Time)

Parent/Guardian (if participant is under 18 year's)

Name _____
(Last) (First)

Address _____

City _____ State _____ Zip _____

Primary Telephone _____ Secondary _____

Local Emergency Contact

Name _____
(Last) (First)

Relation _____ Primary Phone _____

Health History

The information you provide here will be held in the strictest of confidence. It will be kept on file for use in case of an emergency, and only shared with staff on a “need-to-know” basis. Since this is our first resource in an event of emergency, please be specific as possible.

Health Insurance Provider _____ Policy Number _____

Allergies Yes No

If yes, please describe reaction, the severity, and how you manage them _____

Medications Yes No

If yes, please describe any relevant information for emergency purposes _____

Medical, Physical, or Emotional Conditions (including Disabilities) _____

Anything else we should know _____

Participant Agreement

Jack London Aquatic Center, Inc. (“JLAC”) provides instruction and equipment at the Jack London Aquatic Center (“Aquatic Center”) and on the waters of the Oakland-Alameda Estuary.

By signing below, it is agreed that Participant will abide by all JLAC rules and regulations, and will follow the instruction and directions of JLAC staff. If JLAC staff determines that the Participant is acting in a manner which is unsafe or illegal, or which interferes with the rights, safety or enjoyment of others, then JLAC may immediately suspend Participant from the program.

JLAC is not responsible for personal property that is mislaid, lost, damaged or stolen.

Date _____ **Participant signature** _____

Date: _____ **Parent/Guardian signature** _____

AUTHORIZATION AND CONSENT TO TREATMENT OF A PARTICIPANT

The Participant or parent/legal guardian of the Participant hereby authorizes Jack London Aquatic Center, Inc. ("JLAC") to consent, on behalf of the Participant to: (i) any X-ray examination, anesthetic, medical or surgical diagnosis or treatment and hospital care which is deemed advisable by, and which is to be rendered under the general or special supervision of, any physician and surgeon licensed under the provisions of the California Medical Practice Act or of the laws of the State or Country in which the medical care is being sought and on the medical staff of any hospital; or (ii) any X-ray examination, anesthetic, dental or surgical diagnosis or treatment which is deemed advisable by, and which is to be rendered to the Participant by any dentist licensed under the California Dental Practice Act or the laws of the State or Country in which the dental care is being sought.

It is understood that this authorization by or on behalf of the Participant is given to JLAC in advance of any x-ray examination, anesthetic, medical, dental or surgical diagnosis or treatment and hospital care being required, and is given to JLAC to provide authority and power on the part of JLAC to give specific consent to any such examination, anesthetic, medical, dental or surgical diagnosis treatment, or hospital care, which such surgeon, physician and/or dentist may deem advisable. This authorization is given pursuant to the provisions of Section 25.8 of the Civil Code of California, and similar provisions of the laws of the State or Country in which the medical or dental care is being sought.

The Participant or parent/guardian of the Participant hereby authorizes any hospital that has provided treatment to the Participant to surrender physical custody of the Participant to JLAC upon completion of treatment. This authorization is given pursuant to Section 1283 of the Health and Safety Code of California, and similar provisions of the laws of the State or Country in which the medical or dental care is being provided.

The Participant or parent/legal guardian of the Participant hereby agrees to pay in full all costs of medical or dental care incurred on behalf of the Participant by JLAC under this Authorization

Date: _____ **Signature of Participant** _____

Date: _____ **Signature of Parent/Legal Guardian, if under 18** _____

PERMISSION TO BE TRANSPORTED

The Participant or parent/guardian of the Participant gives permission for the Participant to be transported by common carriers or by employees, agents or volunteers Jack London Aquatic Center, Inc.

Date: _____ **Signature of Participant** _____

Date: _____ **Signature of Parent/Legal Guardian, if under 18** _____

PHOTO/VIDEO RELEASE

The Participant or his/her parent/legal guardian assigns to Jack London Aquatic Center, Inc. ("JLAC") the irrevocable and unrestricted right to use and publish photographs and/or video of the Participant, or in which Participant may be included, for editorial, trade, advertising and any other purpose and in any manner and medium, to alter the same without restriction, and to copyright the same.

Date: _____ **Signature of Participant** _____

Date: _____ **Signature of Parent/Legal Guardian, if under 18** _____

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

This agreement contains a release and waiver of important legal rights and constitutes an agreement to indemnify for certain losses. Please Read Carefully.

IN CONSIDERATION of being permitted to enter and utilize the facilities and equipment of the Jack London Aquatic Center, Inc. ("JLAC") and to participate in JLAC programs, the Participant or Participant's parent/legal guardian (if Participant is under 18 years of age), for the Participant and his/her personal representatives, assigns, heirs and next of kin, acknowledges, agrees and represents that:

1. Participant or Participant's parent/legal guardian is aware that certain risks exist in the activities and programs of JLAC. Among other things, these risks include adverse weather, exposure to the elements, capsizing, collision with other vessels, and drowning. Such risks, as well as unexpected or unforeseen events or conditions, could lead to physical injury or death. Participant and Participant's parent/legal guardian voluntarily participates in this program and utilizes various JLAC facilities and equipment with the knowledge of these risks involved, and agrees to accept any and all such risk of injury and death.
2. The Participant or Participant's parent/legal guardian hereby releases, waives and discharges the JLAC, the Port of Oakland and the City of Oakland (and their respective directors, officers, employees, agents, members and affiliates) (together "the Releases") from all liability to Participant or Participant's personal representatives, assigns, heirs, and next of kin, for any and all loss, injury or damage, and any claim or demands on account of injury to the person, death or injury to personal property, whether caused by the negligence of the Releases or otherwise, while Participant is in or about the facilities of JLAC, using equipment of JLAC or participating in activities or programs of JLAC.
3. Participant or Participant's parent/legal guardian hereby assumes full responsibility for any risk of bodily injury, death or property damage due to the negligence of Releases or otherwise, while Participant is in or about the facilities of JLAC, using the equipment of the JLAC, and participating in activities or programs of JLAC.
4. Participant or Participant's parent/legal guardian hereby agrees to indemnify the Releases and to save and to hold the Releases harmless, and each of them, from any and all liability, damage, or cost they may incur due to the presence of the Participant or his/her property on or about the facilities of the JLAC, due to Participant's use of JLAC facilities or equipment, or due to Participant's participation in activities or programs of the JLAC, whether caused by the negligence of the Releases or otherwise. Participant or Participant's parent/legal guardian agrees to assume full responsibility for any loss, liability, damage, or cost which results from Participant's acts or omissions, including but not limited to, damage or loss of or to the facilities or equipment of the JLAC.
5. Participant or Participant's parent/legal guardian expressly agrees that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by the laws of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
6. Participant or Participant's parent/legal guardian has carefully read, and fully understands and voluntarily signs the release and waiver of liability and indemnity agreement and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made. The Participant or Participant's parent/legal guardian is aware that this is a contract, which he/she signs freely and voluntarily.

Signature of Participant (if over 18) **Date**

Print Name

Signature of Parent/Legal Guardian (if under 18) **Date**

Print Name