

ASSOCIATED STUDENTS OF SDSU/MISSION BAY AQUATIC CENTER
YOUTH
 SPECIAL AQUATIC EVENT INDIVIDUAL USERS FORM

YOUTH'S NAME _____ LAST NAME _____ DATE OF BIRTH ____ - ____ - ____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

PARENT/ LEGAL GUARDIAN NAME: _____ PARENT EMAIL: _____

GROUP NAME: _____ DATE OF ACTIVITY: _____

Notify in Case of Emergency (preferable relative):

NAME _____ ADDRESS _____

CITY _____ STATE _____ ZIP _____ RELATIONSHIP _____

PHONE (DAY) (____) _____ PHONE (EVE) (____) _____

SWIM TEST VERIFICATION:

To participate in water sports and related activities youth must be "water safe" (be able to swim 100 yards and tread water for 5 minutes). I certify the youth named above is water safe, can swim 100 yards & tread water for 5 minutes:

SIGN HERE X _____
 Signature of parent or legal guardian ONLY Date _____

*****SIGN OTHER SIDE ALSO*****

In consideration of the use of the property, facilities and/or services of the Mission Bay Aquatic Center the undersigned agrees as follows:

1. RISK FACTORS. The undersigned understands and acknowledges that the youth's participation in water sports and related activities at the Mission Bay Aquatic Center involves various physical risks such as but not limited to the following: RISK OF BODILY INJURY, DEATH, and/or PROPERTY DAMAGE.
2. ASSUMPTION OF THE RISK. The undersigned ASSUMES ANY AND ALL RISK INVOLVED IN OR ARISING FROM THESE ACTIVITIES, including without limitation the risk of DEATH, BODILY INJURY, or PROPERTY DAMAGE resulting from collision; overturning; unavailability of emergency medical care; or the negligent or deliberate act of another person.
3. ACKNOWLEDGEMENT OF POLICIES AND PROCEDURES. The youth will be informed of all the policies and procedures relating to the activity and the undersigned understands that the safe and proper use of the facilities or property or participation in the activity is dependent upon carefully following such policies and procedures.
4. PREREQUISITE SKILLS AND TRAINING. The undersigned acknowledges that the youth has the requisite skills, qualifications and training necessary to properly and safely use the facilities or property or participate in water sports and related activities at the Mission Bay Aquatic Center. The undersigned agrees that if he or she has any questions as to what skills, qualifications, or training is necessary for the youth to properly use the facilities, property, or participate in these activities then they shall direct such questions to the organization or instructor supervising the activity.

*****SIGN OTHER SIDE ALSO*****

5. **RELEASE.** The undersigned RELEASES the State of California, trustees of the California State Universities, Regents of the University of California, the Associated Students of San Diego University and all of their officers, employees, and agents and agrees NOT TO SUE them on account of or in connection with any claims, causes of action, injuries, damages, cost or expense arising out of the activity, including those based on death, bodily injury or property damage whether or not caused by the negligence or other fault of the parties being released.
6. **WAIVER.** The undersigned waives the protection afforded by any statute or law in any jurisdiction including California Code S 1542 whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise which the person giving the release does not know or suspect to exist at the time of executing the release. This means, in part, that the undersigned is releasing unknown future claims.
7. **INDEMNIFY AND DEFEND.** The undersigned agrees to INDEMNIFY AND DEFEND the State of California, the trustees of the California State University, the Regents of the University of California, the Associated Students of San Diego University and all of their officers, employees and agents (hereinafter jointly referred to as "indemnitee") against and hold them harmless from any and all claims, causes of action, damages, judgements, cost of expenses, including attorney fees which in any way arise from the activity or this agreement and which include but are not limited to damages to or destruction of any property of the indemnitee or any others, injury or death to the undersigned or anyone else or any liability arising from the act or negligent act of the indemnitee, the undersigned or anyone else.
8. **PAY.** The undersigned agrees to pay for any and all damages to any property of indemnitee caused by the youth either negligently, willfully or otherwise.
9. **LEGAL FEES.** In the event of any controversy, claim or dispute between the parties arising out of or relating to this agreement or the breach hereof or the activity, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney fees and cost.
10. **REPRESENTATIVES.** The undersigned enters into this agreement on behalf of the youth for himself, his heirs, assigns and legal representatives.
11. **ACKNOWLEDGEMENT.** The undersigned has read and understands this agreement and realizes it relates to surrendering and releasing valuable legal rights and does so freely and voluntarily.

APPROVAL OF PARENT/LEGAL GUARDIAN ON BEHALF OF MINOR

I am the parent or legal guardian of the minor named earlier on this form. I have read and understand the agreement and I realize the agreement involves surrendering valuable legal rights of the minor and of myself. I agree to be bound by all the terms of the agreement. I also give consent to the participation in water sports and related activities by the minor. I also give my consent for my child to be included in photographs, videos, slides, and movies taken at the Center by students, staff, TV, Radio and/or other news media. I understand that pictures become property of Associated Students of SDSU, and might appear in promotional materials and publications:

<p>SIGN HERE X</p> <p style="text-align: center;"> </p> <p style="text-align: center;">Signature of parent or legal guardian ONLY Date</p>
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PARENT OR GUARDIAN EMERGENCY TREATMENT CONSENT

I am the parent or legal guardian of the minor named on the reverse side of this form. I have agreed to the minor's participation in the subject activity. I hereby give my consent to the medical treatment of the minor in case of a medical emergency:

<p>SIGN HERE X</p> <p style="text-align: center;"> </p> <p style="text-align: center;">Signature of parent or legal guardian ONLY Date</p>
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**MISSION BAY AQUATIC CENTER-ADAPTIVE WATERSPORTS PROGRAM
Special Event Participant Form**

Event Title _____ Date _____ 1ST Time? YES NO

Name _____ Social Security # _____
Last First

Address _____
& Street City State Zip

Phone (day) _____ (evening) _____ Age _____

Disability _____

Medications _____

(circle one)

Do you experience seizures?	NO	YES	_____
Do you have any allergies?	NO	YES	_____
Would falling to the side cause injury or pain to your back?	NO	YES	_____
Have you had any surgical procedures within the last year?	NO	YES	_____
Do you have any open wounds?	NO	YES	_____

Special Considerations _____

Notify in Case of Emergency (preferably relative):

Name _____ Relation _____
Last First

Address _____
& Street City State Zip

Phone (day) _____ (evening) _____

SWIM TEST VERIFICATION: To participate in these activities, you must be watersafe (able to turn face-up from a face-down position unassisted and float comfortably in the water wearing a life jacket). I CERTIFY THAT I AM WATERSAFE. SIGN HERE X _____

Terms & Conditions: In consideration of the use of the property, facilities, and/or services of the Mission Bay Aquatic Center, the undersigned agrees as follows:

_____ 1. Risk Factors: The undersigned understands and acknowledges that the activity involves various
INITIAL physical risks such as but not limited to the following: RISK OF BODILY INJURY, DEATH, and/or
PROPERTY DAMAGE, resulting from the use of watersports boats and equipment of or at MBAC.

_____ 2. Assumption of the Risk: The undersigned ASSUMES ANY AND ALL RISK INVOLVED IN
INITIAL OR ARISING FROM THE ACTIVITY, including without limitation, the risk of DEATH, BODILY
INJURY, or PROPERTY DAMAGE resulting from the use of watersports equipment, collision,
overturning, unavailability of emergency medical care, or the negligent or deliberate act of another
person.

CONTINUED ON REVERSE SIDE

3. Acknowledgement of Policies and Procedures: The undersigned acknowledges reading all or the policies and procedures relating to the activity and understands that the safe and proper use of the facilities, property, or participation in the activity is dependent upon carefully following such policies and procedures.
4. Prerequisite Skills and Training: The undersigned acknowledges that he or she has the requisite skills, qualifications, and training necessary to properly and safely use the facilities or property or participate in the activity. The undersigned agrees that if he or she has any questions as to what skills, qualifications, or training is necessary to properly use the facilities, property, or participate in the activity, then they shall direct such questions to the organization or instructor supervising the activity.
5. Release: The undersigned RELEASES the State of California, trustees of the California State Universities, Regents of the University of California, the Associates Students of San Diego State University, and all of their officers, employees, and agents and agrees NOT TO SUE them on account of or in connection with any claims, causes of action, injuries, damages, costs or expenses arising out of the activity, including those based on death, bodily injury, or property damage whether or not cause by the negligence or other fault of the parties being released.
6. Waiver: The undersigned waives the protection afforded by any statute or law in any jurisdiction including California Code S 1542 whose purpose, substance, and/or effect is to provide that a general release shall not extend to claims, material or otherwise which the person giving the release does not know or suspect to exist at the time of executing the release. This means, in part, that the undersigned is releasing unknown future claims.
7. Indemnity and Defend: The undersigned agrees to INDEMNIFY and DEFEND the State of California, the trustees of the California State Universities, Regents of the University of California, the Associates Students of San Diego State University, and all of their officers, employees, agents (hereinafter jointly referred to as "indemnitee") against and hold them harmless from any and all claims, causes of action, damages, judgments, costs, or expenses, including attorney fees which in any way arise from the activity or this agreement and which include but are not limited to damages to or destruction of any property of the indemnitee or any others, injury, or death to the undersigned or anyone else or any liability arising from the act or negligent act of the indemnitee, the undersigned or anyone else.
8. Pay: The undersigned agrees to pay for any and all damages to any property of indemnitee caused by the undersigned either negligently, willfully, or otherwise.
9. Legal Fees: In the event of any controversy, claim, or dispute between the parties arising out of or relating to this agreement or the breach hereof or the activity, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney fees, and costs.
10. Representatives: The undersigned enters into this agreement for himself, his heirs, assigns, and legal representatives.
11. Acknowledgment: The undersigned has read and understands this agreement and realizes it relates to surrendering and releasing valuable legal rights and does so freely and voluntarily.

X _____ **SIGN HERE**

Reviewed by _____

Signed off by MBAC _____

MEDICAL HISTORY/CHECK-OUT PERMISSION FORM

CHILD'S NAME _____

BIRTHDATE _____ AGE _____

FATHER'S NAME _____ DAY PHONE(____)

EVENING PHONE(____) _____ CELL PHONE(____) _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

MOTHER'S NAME _____ DAY PHONE(____)

EVENING PHONE(____) _____ CELL PHONE(____) _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

IN CASE OF EMERGENCY-NOTIFY

*Please list two emergency contacts other than parents

NAME	DAY PHONE	EVENING PHONE
_____	_____	_____

FAMILY PHYSICIAN
_____ PHONE(____)

Please list any conditions that currently require regular medication:

Does your child have any physical or developmental limitations with regard to these activities that might require special attention for your child's safety during participation? May we contact any previous providers?

(please use the back of this page if necessary)

* AFTERNOON CHECK-OUT *

In order to ensure the safety of all campers, we will be checking the identification of any parent/sibling/friend/carpool driver that will be picking up campers age 12 and under. Please list all individuals approved to pick up your child(ren) from camp. **ONLY INDIVIDUALS LISTED ON THIS FORM WILL BE ALLOWED TO PICK UP A CHILD.** Photo identification is **REQUIRED** (ex. Valid driver's license).

ASSOCIATED STUDENTS OF SDSU/MISSION BAY AQUATIC CENTER

Formulario de Eventos Acuáticos Especiales Para Participante **MENOR**

Apellido del/la Menor _____ Nombre _____ Fecha De Nacimiento _____ - _____

Dirección _____ Ciudad _____ Estado _____ C.P. _____

Nombre y Apellido del Padre o Tutor Legal _____ Email _____

Número de Teléfono-Casa (_____) _____ -- _____ Empleo (_____) _____ -- _____

NOMBRE DEL GRUPO _____ **FECHA DEL EVENTO** _____ - _____ - _____

Persona a notificar en caso de urgencia (se prefiere a un pariente):

Nombre y Apellido _____ Parentesco con el menor _____

Dirección _____ Ciudad _____ Estado _____ C.P. _____

Número de Teléfono-Casa (_____) _____ -- _____ Empleo (_____) _____ -- _____

Verificación De Prueba De Natación:

Para participar en deportes acuáticos y actividades relacionadas con los mismos, se requiere que el/la menor tenga "seguridad en el agua" (poder nadar 100 yardas y flotar en posición vertical en el agua por 5 minutos). Doy fe que esta menor nombrado(a) anteriormente tiene seguridad en el agua, puede nadar 100 yardas y puede flotar en posición vertical en el agua por 5 minutos.

Firme Aquí X _____

Firma del **padre o tutor legal SOLAMENTE**

Fecha

*****También firme al DORSO→**

En consideración del uso de la propiedad, instalaciones y/o servicios de Mission Bay Aquatic Center, el abajo firmante está de acuerdo con lo siguiente:

- 1. FACTORES DE RIESGO.** El abajo firmante entiende y acepta que la participación del/la menor en deportes acuáticos y actividades relacionadas con los mismos en Mission Bay Aquatic Center conllevan varios riesgos físicos, tales como, pero no limitados a ellos: RIESGO DE LESIONES CORPORALES, MUERTE y/o DAÑOS A LA PROPIEDAD.
- 2. ASUNCIÓN DEL RIESGO.** El abajo firmante ASUME TODO Y CUALQUIER RIESGO RELACIONADO CON, O A RAÍZ DE, ESTAS ACTIVIDADES incluyendo sin limitación alguna, el riesgo de MUERTE, DAÑOS CORPORALES o a la PROPIEDAD que resulten por chocar; volcarse; la indisponibilidad de cuidado médico de urgencia; o actos negligentes o deliberados de terceros.
- 3. RECONOCIMIENTO DE POLÍTICAS Y PROCEDIMIENTOS.** El/la menor será informado(a) de las políticas y procedimientos relacionados con la actividad y el abajo firmante entiende que el uso de las instalaciones o la propiedad en forma segura y adecuada, o la participación en la actividad, dependen de seguir cuidadosamente dichas políticas y procedimientos.
- 4. PRE-REQUISITOS DE PREPARACIÓN Y CAPACITACIÓN.** El abajo firmante afirma que el/la menor reúne los requisitos de preparación, habilidades y capacitación necesarias para usar, en forma segura y adecuada, las instalaciones, o la propiedad o para participar en deportes acuáticos y actividades relacionadas con los mismos en Mission Bay Aquatic Center. El abajo firmante está de acuerdo que si él/ella tiene pregunta alguna sobre qué preparación, habilidad o capacitación es necesaria para que el/la menor use las instalaciones, la propiedad, o participe en estas actividades, dirigirá dichas preguntas a la organización o instructor que se encuentre supervisando el evento.
- 5. DESCARGO.** El abajo firmante LIBERA de responsabilidad al Estado de California, Trustees of the California State Universities (Sindicos de las Universidades Estatales de California), Regents of the University of California (Regentes de la Universidad de California), Associated Students of San Diego State University (Estudiantes Asociados de la Universidad Estatal de San Diego), y todos sus funcionarios, empleados y agentes y está de acuerdo con NO ENTABLAR UNA DEMANDA en su contra debido a reclamos, bases de demanda, lesiones, daños y perjuicios, costos o gastos que surjan de la actividad incluyendo aquellos fundamentados por muerte, lesiones corporales o daños patrimoniales, sin importar si fueron causados por la negligencia u otra falta de las partes a quienes se libera de responsabilidad.

****También firme al DORSO →**

6. **RENUNCIA.** El abajo firmante renuncia a la protección que se le otorgue por algún estatuto o ley en cualquier jurisdicción incluyendo el artículo 1542 del Código de California cuyo propósito, esencia, y/o efecto es establecer que una exoneración general de responsabilidades no se debe extender a las demandas, materiales o alguna otra cosa que la persona que otorga la exoneración desconoce o sospecha que exista al momento de ejecutar la exoneración. Esto significa, en parte, que el abajo firmante está renunciando a futuras demandas de las cuales no se tiene conocimiento.

7. **INDEMNIZAR Y NO RESPONSABILIZAR.** El abajo firmante está de acuerdo en INDEMNIZAR Y NO RESPONSABILIZAR al Estado de California, Trustees of the California State Universities (Sindicos de las Universidades Estatales de California), Regents of the University of California (Regentes de la Universidad de California), Associated Students of San Diego State University (Estudienates Asociados de la Universidad Estatal de San Diego), y todos sus funcionarios, empleados y agentes (a quienes de aquí en adelante se menciona a todos ellos como "INDEMNIZADO") contra todo reclamo y los liberara de responsabilidad frente a cualquier reclamo, bases de demanda, daños y perjuicios, fallos, costo o gasto, incluyendo honorarios de abogado que pudieran surgir de alguna manera por la actividad o este acuerdo y el cual incluye, pero no se limita a, daños o destrucción de todos los bienes del indemnizado o terceros, lesiones o muerte al abajo firmante o a cualquier otra persona, o cualquier responsabilidad civil que surja como consecuencia de una acción o el acto negligente del indemnizado, el abajo firmante, o terceros.

8. **PAGAR.** El abajo firmante está de acuerdo en pagar por todo daño a cualquier bien del indemnizado causado por el/la menor ya sea por negligencia, voluntariamente o de otra manera.

9. **HONORARIOS DE ABOGADO.** En caso de cualquier controversia, reclamo o disputa entre las partes como consecuencia o en relación con este acuerdo, o incumplimiento del mismo, o la actividad, la parte que prospere tendrá derecho a cobrar de la parte contraria, daños y perjuicios, gastos, honorarios de abogado y costos razonables.

10. **REPRESENTANTES.** El abajo firmante acepta este convenio a nombre del/la menor, para si mismo, sus herederos, designados, indicados y representantes legales.

11. **RECONOCIMIENTO.** El abajo firmante ha leído y entiende este acuerdo y está conciente que se relaciona con abdicar, y renunciar a, importantes derechos legales y lo hace libre y voluntariamente.

CONSENTIMIENTO DEL PADRE O TUTOR LEGAL A NOMBRE DEL/LA MENOR

Soy el padre o tutor legal del/la menor nombrado(a) anteriormente en este formulario. He leído y entiendo el acuerdo y estoy conciente que el acuerdo tiene que ver con abdicar importantes derechos legales del/la menor y míos. Estoy de acuerdo en estar obligado(a) en virtud de todos los términos del acuerdo. Además, doy mi consentimiento para que el/la menor participe en deportes acuáticos y actividades relacionadas con los mismos. Además doy mi consentimiento para que se incluya a mi hijo(a) en fotografías, videos, diapositivas, o películas tomadas en el Centro por estudiantes, el personal, por televisión, radio u otros medios de comunicación. Entiendo que las fotografías son propiedad de Associated Students of SDSU, y podrían aparecer en obras o publicaciones de promoción.

Firme Aquí **X**

Firma del padre o tutor legal SOLAMENTE

Fecha

CONSENTIMIENTO DEL PADRE O TUTOR LEGAL PARA TRATAMIENTO DE URGENCIA

Soy el padre o tutor legal del/la menor nombrado(a) al dorso de este formulario. He dado mi consentimiento para que el/la menor participe en la(s) actividad(es) en cuestión. Por la presente autorizo que se le proporcione a el/la menor, tratamiento médico en caso de urgencia médica.

Firme Aquí **X**

Firma del padre o tutor legal SOLAMENTE

Fecha

MISSION BAY AQUATIC CENTER
1001 SANTA CLARA PLACE
SAN DIEGO, CA 92109

Número de teléfono: (858) 488-1000, Número de FAX: (858) 488-9625