

## CONSENT, RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE Minor Participant Under 18 Years of Age

Participant Name:	Date of Birth: (Mo/Day/Year)
Parent/Guardian Name:	Date of Birth: (Mo/Day/Year)
Participant Address: (Number/Street/City/State/Zip)	Participant Home Phone Number:
	Participant Cell Phone Number:
	Email:
Parent/Guardian Address: (If different from Participant address)	Parent/Guardian Home Phone Number:
	Parent/Guardian Cell Phone Number:
	Parent/Guardian Work Phone Number:
Emergency Contact 1 Name (A person other than parent/guardian)	Emer. Contact Home Phone Number:
	Emer. Contact Cell Phone Number:
	Emer. Contact Work Phone Number:
<b>Emergency Contact Name 2</b> (A person other than parent/guardian or Emergency Contact 1)	Emer. Contact Home Phone Number:
	Emer. Contact Cell Phone Number:
	Emer. Contact Work Phone Number:

I hereby state that I am the custodial parent/guardian of \_\_\_\_\_\_\_(Minor Participant's Full Name), and I grant my child permission to participate in the Desert Recreation District event/class in which my child is enrolled: <u>Child Care/Afteschool Program</u> (hereinafter "event/class"). I fully understand that the event/class may involve field trips, including transportation to and from various locations by bus or automobile. I fully understand that my child's participation in the event/class exposes my child to the risk of personal injury, death or property damage, including risk of exposure to communicable diseases. I hereby acknowledge that with my voluntary consent my child is voluntarily participating in this event/class and agree to assume any such risks.

Desert Recreation District is not responsible for any loss, alteration, corruption or other damage to my personal property, including computers, networks and other personal property used as part of my participation in the event/class. Desert Recreation District makes no warranty that 1) internet service will be adequate to facilitate the event/class, 2) internet service will be uninterrupted, timely, secure, error-free or virus-free, 3) any information that may be obtained through the event/class will be accurate or reliable and/or 4) that any errors in software will be corrected.

Revision Date: 5/6/2020

1 DRD Minor Participant Waiver

TAFF: PLEASE DO NOT ACCEPT FORM WITH ANY BLANKS.

I understand and agree that any material downloaded, viewed or otherwise obtained through the event/class is done at my own risk and I will be solely responsible for any loss or damage to my personal property, including computer systems and networks, or loss of data that results from the use, download and/or viewing of the event/class.

I hereby warrant and agree, that the conditions of my property, both personal and real, are suitable for participation in the event/class and that by participating in the event/class, I assume the risk that such property is not suitable and agree to hold the Desert Recreation District harmless from any loss or damage arising from injury to person or property arising from the use of such property in the event/class.

On behalf of myself, the other parent or guardian, my child and I hereby release, discharge, and agree not to sue Desert Recreation District or Desert Recreation District employees, agents, volunteers, affiliates, or program participants for any injury, death or damage to or loss of personal property arising out of, or in connection with, my child's participation in the event/class from whatever cause, including the active or passive negligence of the Desert Recreation District or Desert Recreation District employees, agents, volunteers, affiliates, or program participants, understanding that this document is not intended to release any party from any act or omission of "gross negligence," as that term is used in applicable case law and/or statutory provision.

In consideration for my child being permitted to participate in the event/class, I hereby agree, for myself, my child, our heirs, administrators, executors and assigns, that we shall indemnify, defend, and hold harmless the Desert Recreation District and its employees, agents, volunteers, and affiliates from any and all claims, demands, actions, or suits arising out of or in connection with my child's participation or failure to participate in the event/class.

I understand and agree that the event/class may be recorded for viewing and/or listening by others at a future date. I consent to Desert Recreation District's use of audio/video recordings of me during the event/class and that Desert Recreation District may use audio/video segments or photograph stills of me for any purpose, including but not limited to news, advertising and promotional purposes, without compensation to me. I hereby release and hold harmless Desert Recreation District from any claims relating to the use of my likeness and image.

I understand and agree that this is an interactive event/class and agree to act reasonably and professionally at all times during my participation. During live sessions, participants will be able to see and hear anything within audio or camera viewing areas. Accordingly, the event/class coordinator may, in his or her sole discretion, mute and/or restrict video access to participants during the session. Where the participant in the event/class is a minor, the parent or legal guardian must monitor the session to ensure the minor is abiding by these and any other rules and regulations established by the event/class coordinator.

Revision Date: 5/6/2020

2 DRD Minor Participant Waiver

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I HAVE CAREFULLY READ THIS RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT IT IS A FULL RELEASE OF ALL LIABILITY AND SIGN IT OF MY OWN FREE WILL.

Printed Name of Parent/Guardian

Date

Signature of Parent Guardian

## CONSENT TO TREATMENT OF MINOR

In the event of sudden illness, accident, or injury which may occur while said minor is engaged in a program supervised by Desert Recreation District or its officers, agents, employees, when neither the parents, guardian or designated family physician can be contacted, I hereby give my consent and pursuant to California Civil Code Section 25.8 and Family Code Section 6910 for emergency medical and/or dental treatment as shall be necessary under the circumstances and agree to be responsible for the cost of such care.

I UNDERSTAND THAT THE DESERT RECREATION DISTRICT DOES NOT PROVIDE MEDICAL OR DENTAL INSURANCE FOR THIS PROGRAM AND THAT ANY SUCH TREATMENT IS AT MY SOLE COST AND EXPENSE.

Printed Name of Parent/Guardian	Date
Signature of Parent Guardian	
FAMILY PHYSICIAN/HMO:	PHONE:
	formation will remain confidential to the fullest extent possible nor have any conditions or diseases (epilepsy or other seizure
<b>Drug Allergies:</b> Is the minor allergic to penicillin or a	any other drug?
Drug Allergies Continued:	
Other Allergies:	
s a physician currently treating the minor?	
Does the minor regularly take medication? If so, v	what medication?

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3 DRD Minor Participant Waiver

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## CONSENT TO USE OF NAME OR LIKENESS INCLUDING CONSENT ON BEHALF OF A MINOR

I, on behalf of myself and/or as the custodial parent/guardian of \_\_\_\_

(Minor Participant's Full Name), hereby consent to and grant the Desert Recreation District (the "District") the right to use my or the minor's name, voice, photograph, or likeness for any lawful purpose including that encompassed by California Civil Code Section 3344. I understand that the District may at its discretion, photograph me or the minor and/or make recordings of my or minor's voice, and/or reproduce my or minor's physical likeness as it may appear in any still camera photograph, motion picture film or video tape and/or recordings of my or minor's voice prepared or made while participating in the District's recreational program for use in connection with any exhibition, promotional program, advertisement and broadcast, on television and any motion picture film or video tape regarding such recreational program or as promotional material for the District. My and minor child's name, voice, photograph, or likeness may be used or incorporated for an unlimited period of time. I further understand and acknowledge that I have no right to any compensation for the use of my or minor's name, voice, photograph or likeness.

I CERTIFY AND REPRESENT THAT I HAVE READ THE FOREGOING AND FULLY UNDERSTAND THE MEANING AND EFFECT THEREOF.

Printed Name of Parent/Guardian

Date

Signature of Parent Guardian

Revision Date: 5/6/2020

4 DRD Minor Participant Waiver

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