

**American Red Cross COURSE PARTICIPANT WAIVER/RELEASE FORM
("AGREEMENT")**

Name of Participant (please print): _____ Age: _____ DOB: _____

Participant FULL Address: _____

Telephone: Home: (____) _____ Cell: (____) _____ Email Address: _____

Emergency Contact Name: _____ Relationship: _____

Emergency Contact Phone Number: _____

Medical Condition(s) / Medication(s): _____

Class Name(Please Circle One): Lifeguard Instruction WSI Or Other: _____

Class Starting Date: _____ (Month/Day/Year)

YOU CANNOT ALTER THE ACCEPTANCE OF THIS AGREEMENT, ANY AND ALL MODIFICATIONS MADE TO THIS FORM, NOT MADE BY THE INSTRUCTOR, WILL BE CONSIDERED WITHOUT WARRANT. FAILURE TO AGREE TO THE TERMS OF THIS AGREEMENT OR CHALLENGE ANY PORTION OF IT WILL RESULT IN THE INABILITY TO TAKE THE COURSE WITH THIS INSTRUCTOR AND THEIR AFFILIATES.

IN CONSIDERATION of being permitted to participate in any way in the: Lifeguard Training course/Lifeguard Instructor course/WSI Course and their respected "activities" or recipient of either Swim instruction or other related lifeguard services and/or related courses. I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of the Activity and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.
2. FULLY UNDERSTAND that: (a) CLASS PARTICIPATION, ESPECIALLY ACTIVITIES INVOLVING SKILL PRACTICE AND TESTING (ESPECIALLY IN - WATER PRACTICE AND TESTING), HAVE RISKS OF INJURY INCLUDING SERIOUS BODILY INJURY OR DEATH (Risks); (b) TRAVELING TO AND FROM CLASS at the start, end, or break of class, OR TRAVELING TO SEPARATE TRAINING SITES, if two or more training sites are utilized, may involve driving, ride sharing, or otherwise traversing public streets, THEREBY INCURRING ADDITIONAL RISK OF INJURY INCLUDING SERIOUS BODILY INJURY OR DEATH (Risks); (c) these Risks may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (d) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation or that of the minor in the Activity.
3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE

Location of the Course: King Park Pool, Silverado Pool, City of Long Beach/ _____, Instructor: _Ludovico Tortuya, Noah Borin, Dora Berry, Brandon Castaneda, Ruben Lazo_, and their instructors/coaches/leaders conducting the Activity as well as their agents, employees, third party contact instructors, guest speakers, or assistants; the certifying agency if course certificates are being issued; other course participants; and, if applicable, the owners and lessors of premises on which the Activity takes place (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS, NEGLIGENT SECURITY, AND RECREATIONAL OPERATIONS AND ACTIVITIES; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releases, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

Refunds

Cancellation Policy:

It is participants responsibility to notify the instructor within (72) hours prior to the start date of the class. Cancellations made within (72) hours or greater, are entitled to a full refund. Classes subject to notice with less than (72) hour notice to the instructor will be subject to the cancellation fee posted in the FAQ section and in your confirmation email.

No-show Refund Policy:

NO-SHOWS WILL NOT BE REFUNDED WHATSOEVER.

Please check the prerequisite tests for your class.

Failure to pass the pre-requisites will result in the inability to take the American Red Cross Lifeguard course; however, it is at the instructor

discretion to supplement similar courses in place of the full Lifeguard Course. Refunds will be issued to students who were unable to successfully complete the pre-requisites. Students maybe subject to the \$30.00 dollar testing fee, which is non-refundable and any online fees paid to the American Red Cross on their behalf.

Students may be required to successfully demonstrate skills both in and out of the water in the areas of water safety, prevention, CPR and first aid. Students must attend all class dates in their full duration to be considered for testing. In addition to skilled demonstrations, students must pass all written test with an 80% or better in accordance with the standards set forth by the American Red Cross. It is the student’s responsibility to notify the instructor of any disabilities prior to the start date of the class, so that reasonable accommodations can be made. In the event the student attends all course sessions and is unable to pass either the written or skilled exams set forth by the American Red Cross, it is the standard procedure of the Red Cross to allow the student (1) retest of each skill/test that was not successfully passed. Additional re-test days may be arranged and are at the discretion of the instructor. Re-test day(s) are subject to a retest fee.

If the student fails to pass any of the above requirements, it is at the discretion of the instructor to make any accommodations for that student to retake the required tests.

**Required COVID-19 Waiver
WAIVER (The “Agreement”)**

By signing below, you are agreeing to follow our social distancing and safety protocols. Although strict measures are being taken by Breakwater Aquatics LLC, to prevent the spread of COVID-19 (such as social distancing, staggered classes, and deep sanitization, etc.), the undersigned acknowledges that attending classes at Breakwater Aquatics LLC could result in COVID-19 infection. Accordingly, in addition to all waivers and limits on liability already agreed to by the parties and because of the COVID-19 Pandemic, the undersigned, HEREBY WAIVES AND RELEASES, indemnifies, holds harmless and forever discharges Breakwater Aquatics LLC and its members, agents, employees, officers, directors, contractors, affiliates, successors and assigns, of and from any and all claims, demands, debts, prosecutions, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I ever had or may have, arising from or in any way related to participation in any of the events or activities conducted by, on the premises of, or for the benefit of, Breakwater Aquatics LLC, provided that this waiver of liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct, further, it is acknowledged that operation during the pandemic does not fall into these categories. I also understand that the activities that I will participate in may be considered inherently dangerous and may cause serious or grievous injuries, including bodily injury, COVID-19 infection, loss of/damage to personal property and/or death. On behalf of myself, my heirs, assigns and next of kin, I waive all related claims for damages, injuries and death sustained to me or my property that I may have against Breakwater Aquatics LLC. By this Waiver, I assume any risk, and take full responsibility and waive any claims of personal injury, COVID-19 infection, death or damage to personal property associated with Breakwater Aquatics LLC, including but not limited to receiving American Red Cross training at the facility, using the facility and its equipment in any manner, form or fashion, and practicing and/or engaging in all activities or other related activities on and off the premises. I have read, understand and fully agree to the terms of this Agreement. I understand and confirm that by signing the Agreement I have given up considerable future legal rights. I have signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law. I am 18 year of age or older and mentally competent to enter into this waiver.

Upon successful course completion, participants will receive the American Red Cross certification

I HAVE READ THIS AGREEMENT FULLY UNDERSTAND ITS TERMS AND CONDITIONS. I FULLY UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE. THIS AGREEMENT IS INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEA SE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

PRINTED NAME OF PARTICIPANT: _____ PHONE: _____

PARTICIPANT’S SIGNATURE (age 18 or older): _____

AND I, THE MINOR’S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF AFOREMENTIONED ACTIVITY AND THE MINOR’S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH A CTIVITY. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEE’S FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR’S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY T HE NEGLIGENCE OF THE “RELEASEES” OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS, AND FURTHER AGREE THAT, DESPITE THIS RELEASE, IF I, THE MINOR, OR ANYONE ON THE MINOR’S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE, AN D HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

PRINTED NAME OF PARENT/GUARDIAN: _____ PHONE: _____

PARENT/GUARDIAN SIGNATURE (only if participant is under the age of 18): _____