

NEWPORT AQUATIC CENTER – PROGRAM ENROLLMENT FORM

(ONE FORM PER PARTICIPANT)

One Whitecliffs Drive Newport Beach, CA 92660 (949) 646-7725

Participant Name _____

Parent Name* (if participant under 18) _____

Address _____

City _____ State _____ Zip _____

Participant Date of Birth _____ Age _____ Male/Female (circle)

If Junior: School Attending _____ Year _____

Home Telephone (_____) _____ Work Telephone (_____) _____

Cellular Telephone (_____) _____ Email Address _____

(*If participant is under 18, a parent or legal guardian is required to complete this form and sign where indicated.)

Emergency Contact Information: Contact Name _____

Relationship to Participant _____ Contact Number _____

Do you have any special medical needs? Physical limitations? Health concerns? (Please specify)

Emergency Medical Treatment Authorization

I hereby authorize the Newport Aquatic Center to secure any emergency medical treatment that they determine, in their sole discretion, is appropriate for the above named participant.

Participant Signature (Required only if over 18) _____ Date _____

Signature (Parent/Legal Guardian) _____ Date _____

Which NAC program are you enrolling in? (Please check appropriate box)

- Kids Paddle Camp Session # ____ (1 – 9) Dates _____
- Novice Jr. Rowing Camp Session # ____ (1 – 3) AM or PM ____ Dates _____
- Advanced Jr. Rowing Camp
- Jr. Rowing Team
- Jr. Canoe/Kayak Team
- Outrigger Racing Team
- Dragon Boat
- Other (please specify) _____

AUTHORIZATION AND CONSENT TO TREATMENT OF A PARTICIPANT

The Participant or parent/guardian of the Participant named below has entrusted, for a temporary period of time, the Participant into the care of the Agent (Newport Aquatic Center), for particular reasons and for the welfare of the Participant.

The Participant or parent/guardian of the Participant does hereby authorize the Agent (Newport Aquatic Center) to consent, on behalf of the Participant, to any X-ray examination, anesthetic, medical or surgical diagnosis or treatment and hospital care which is deemed advisable by, and 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 to consent to any x-ray examination, anesthetic, dental or surgical diagnosis or treatment 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 is given in advance of any x-ray examination, anesthetic, medical or surgical diagnosis or treatment and hospital care being required and is given to provide authority and power on the part of the Agent (Newport Aquatic Center) to give specific consent to any such examination, anesthetic, diagnosis treatment, or hospital care which such surgeon, physician and/or dentist, in the exercise of his/her best judgment, 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 the Agent (Newport Aquatic Center) 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/guardian of the Participant hereby agrees to pay in full all costs of medical or dental care incurred on behalf of the Participant by the Agent (Newport Aquatic Center) under this Authorization.

PERMISSION TO BE TRANSPORTED

The Participant or parent/guardian of the Participant also gives permission for the Participant to be transported by employees of the Newport Aquatic Center, or other teammates, or by commercial carrier, to and from events or practices away from the NAC premises.

These authorizations shall remain effective **for one year from date below**, unless sooner revoked in writing by the Participant or parent/guardian of the Participant and delivered to said Agent.

Participant's Printed Name

Participant's Signature (Required only if over 18)

Date

Signature (Parent/Legal Guardian)

Date

(Sections of the quoted Codes available by request.)

NAC TERMS AND CONDITIONS OF PARTICIPATION

Responsibilities - The Newport Aquatic Center, a California Non-Profit, Public Benefit Corporation, or "NAC", provides instruction, equipment and facilities (the NAC premises) for the conduct of the Junior & Adult Programs to which these terms & conditions apply.

Conduct by participant- If it is determined by NAC personnel that the program participant is acting in a manner which is illegal or which interferes with the rights, safety and enjoyment of other participants, then he/she may be immediately expelled from the program without refund from NAC.

Additional Responsibilities:

1. PAYMENTS ARE NON-REFUNDABLE AND NON-TRANSFERRABLE - Participants who cancel *at least seven days* before the requested summer session will receive full refund minus a \$25 processing fee.
2. There is a \$25.00 charge for any checks that are returned.
3. The price quoted you includes instruction and supervision. NAC reserves the right to pass through any actual increases in the cost of these components that occur before the completion of the 2007 season.
4. PARTICIPANTS MUST HAVE MEDICAL AND HOSPITAL INSURANCE IN EFFECT THROUGHOUT THE PROGRAM THAT WILL COVER ANY SUCH EXPENSES.
5. PARTICIPANT'S POSSESSIONS ARE HIS/HER RESPONSIBILITY. NAC OR "Owner" IS NOT RESPONSIBLE FOR MISLAID, DAMAGED, LOST OR STOLEN ARTICLES OF PERSONAL PROPERTY.
6. The above named NAC participant and his/her legal representatives assigns the irrevocable and unrestricted right to use and publish photographs of the above named NAC participant, or in which NAC 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. Photographer and his/her legal representatives assigns from all claims and liability relating to said photographs.

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 Newport Aquatic Center (NAC) and participate in various NAC programs, I (the Participant or parent/legal guardian of the Participant if under 18 years of age), the undersigned, for myself, my personal representatives, assigns, heirs and next of kin, acknowledge, agree and represent that:

1. The Participant certifies that they can swim.
2. The Participant agrees to comply with all rules, regulations, instructions and safety regulations concerning the NAC.
3. The Participant will not take any NAC equipment outside the harbor entrance, nor leave the harbor when acting as a member of the Newport Aquatic Center.
4. The Participant is aware that certain risks exist in the performance or activities and programs at the Newport Aquatic Center. 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. The Participant voluntarily participates in this program and utilizes various NAC facilities and equipment with the knowledge of the risks involved, and agrees to accept any and all risk of injury or death.
5. The Participant or parent/guardian of the Participant hereby releases, waives and discharges the NAC, its directors, officers, employees, affiliates, agents or members herein after referred to as "releasees," from all liability to himself, their personal representatives, assigns, heirs, and next of kin for any and all loss, injury or damage, and any claim or demands thereon on account of injury to himself for their property or resulting from their death, whether caused by the negligence of the releasees or otherwise while they are in or about the facilities of the NAC or using equipment of the NAC or participating in NAC activities or programs.
6. The Participant hereby assumes full responsibility for any risk of bodily injury, death or property damage due to the negligence of releasees or otherwise while they are in or about the facilities of the NAC, while they are using the equipment of the NAC, and while they are participating in activities or programs of the NAC. The Participant hereby assumes full responsibility for any risk of damage to their personal property due to negligence of releasees, while stored or otherwise present at the Newport Aquatic Center.
7. The Participant hereby agrees to indemnify and save and hold harmless, the releasees and each of them from any and all liability, damage, or cost they may incur due to the presence of himself or their property on or about the facilities of the NAC, due to their use of NAC facilities or equipment, and due to their participation in activities or programs of the NAC and whether caused by the negligence of the releasees or otherwise. Further, the Participant agrees to assume full responsibility for any loss, liability, damage, or cost which results from their acts or omissions, including but not limited to, damage or loss of or to these facilities or equipment of the NAC.
8. The Participant expressly agrees that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by the Law 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. The Participant or the parent/legal guardian of the Participant 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 is aware that this is a contract between himself and the Newport Aquatic Center, and signs this agreement of his/her own free will.

Date

Signature of Participant (Required only if over 18)

Printed Name of Participant

Signature of Parent /Legal Guardian