1st Year Participant (Junior)

# Jr. Lifeguard Program Consent and Release from Liability

Session

#### Parental/Guardian Consent, Acknowledgement and Release

	Turental Guardian Consent, Acknowledgement an	id Release
	oleted and signed by all parents/guardians; if parents are divorced of t sign this Consent and Release.)	or separated, the parent with legal
Name of Part	articipant:Dat	e of Birth:
acknowle	e know of and acknowledge that my child/ward (the "Part reledges the risks involved in participating in the Junior Lifeg ng serious injury and death, and have explained such risks	uard Program (the "Program")
B. The	e undersigned:	
a.	<ul> <li>a. consents for the Participant to participate in the Junior Li accepts any and all responsibility for following the safe sign-out rules of the Program;</li> </ul>	
b.	<ul> <li>acknowledges and affirms the Participant is in good pl does not have any physical or mental conditions which of participate in the Program;</li> </ul>	
c.	c. understanding fully the risks involved, and in consider permitted to participate in the Program, ON BEHALF O OR HER HEIRS, ASSIGNS, EXECUTORS AND AL BEHALF OF THE MINOR PARTICIPANT, RELEASE, and COVENANT NOT TO SUE, the Destin Fire Co employees (the "Released Parties"), of any and all resp injury or claim resulting from participation in the Program	F THE UNDERSIGNED, HIS DMINISTRATORS, AND ON WAIVE AND DISCHARGE ntrol District, its Board and consibility and liability for any
d.	<ul> <li>d. agrees not to sue or take legal action against the Releas accident, or on account of injury or death of the Participal property of the undersigned or the Participant, whether of Released Parties or otherwise;</li> </ul>	ant; or damages to the person or
e.	e. INDEMNIFY AND HOLD HARMLESS THE DESTIN (including, but not limited to, its officers, directors, evolunteers) for and from any and all demands, claims, liabilities, cost and expenses arising, directly or indirectly, negligent acts or omissions from any cause whatsoever damage and loss of property, bodily injury, medical treatment foreseeable or contributed to by the negligent act of omissions.	employees, representatives and actions, suits, damages, losses, as a result of my intentional or (including, but not limited to, nent and death), whether or not

District;

## DESTIN FIRE CONTROL DISTRICT Jr. Lifeguard Program Consent and Release from Liability – Page 2 of 3

- f. **assumes full responsibility** for and risk of bodily injury, death or property damage due to negligence of the Released Parties or otherwise;
- g. authorizes emergency medical treatment for the Participant should the need arise for such treatment during Program activities or while supervised by Program staff;
- h. authorizes the use or disclosure of the Participant's individually identifiable health information should treatment for illness or injury become necessary.
- i. I/we grant the Released Parties the right to photograph and/or videotape the Participant and to use said child's/ward's name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising, promotional and commercial materials respecting the Junior Lifeguard Program or similar programs offered or to be offered by the Released Parties, without reservation or limitation.
- C. This Agreement constitutes the entire agreement, and supersedes any prior or contemporaneous agreements, understandings or negotiations, with respect to the subject matter hereof. This Agreement (i) may not be amended or modified, by course of conduct or otherwise, and (ii) may not be assigned or transferred, in whole or in part, except in writing duly executed by me and the Destin Fire Control District. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida, without regard to the conflicts or choice of law principles thereof, and shall be as broad and inclusive as permitted by such laws. In the event any provision of this Agreement shall be held unenforceable by a court of competent jurisdiction, such unenforceability shall not affect any other provision, and this Agreement shall be construed as if such provision, to the extent of such unenforceability, had not been incorporated herein.
- D. The undersigned has **carefully read this document**, **understands its provisions** and has signed it as his or her own free act.
- E. The undersigned understands that the authorization and rights granted herein are voluntary, and any or all of them may be revoked by submitting a written and signed letter to the Destin Fire Control District, 848 Airport Road, Destin, FL 32541, but the Participant will no longer be eligible for participation in the Program.
- F. The undersigned represents that the Participant is covered by the following health insurance plan (*if none, so state*):

Company Name	Policy Number

## G. The undersigned has carefully read this Consent and Release from Liability and acknowledges that it contains a release.

Name of Parent/Guardian (printed)	Signature of Parent/Guardian	Date
Name of Parent/Guardian (printed)	Signature of Parent/Guardian	Date
Parent/Guardian email address - will b	e main form of contact	
Parent/Guardian phone number		

## DESTIN FIRE CONTROL DISTRICT

## Jr. Lifeguard Program Communicable Disease Release from Liability

As the Parent/Legal Guardian of	, I hereby release, and hold harmless
participation in the Destin Junior Life exposure and contraction of any COVIE that my child will follow the specific Program commences, all participants	ployees and agents from any and all liability regarding my child's guard 2021 Program ("Program") with respect to the possible 0-19 strain or any other communicable disease. It is understood safety measures in accordance with the Program. Before the in the Program, as well as Parents/Legal Guardians, will be followed set forth in the Safety Procedure Form and will
understand that the general public is sinduring the Program, and that the general COVID-19 Safety procedures recommendate by any agency in the State of Florida. Ac Beach State Park, its employees and agency in the State Park, its employees and its employees	conducted at Henderson Beach State Park in Destin, Florida. Inultaneously allowed to participate in beach activities at the park ral public is not responsible for following the generally accepted inded and/or suggested in any publicized report/announcement coordingly, I further hereby release and hold harmless Henderson gents from any and all liability regarding my child's participation ssible exposure and contraction of any COVID-19 strain or any
On this day of	_, 2021, I,, the Parent
or Legal Guardian of	, understand and agree to the terms and
conditions in this Release of Liability as	outlined above.
Junior Lifeguard Participant Name:	Print Legal Name
Parent/Legal Guardian Name:	Print Name
Parent/Legal Guardian Signature: Parent/Legal Guardian Contact Phone: Date:	

Please note: There is a separate Safety Procedure Form that will require completion by the Parent/Legal Guardian each day allowing each child to participate on a daily basis. The Safety Procedure Form will be submitted at the beginning of each Program day.

## Jr. Lifeguard Program

## **Administration of Medication Permission Form**

Must complete even if no medication is to be administered

I hereby certify that it is necessary for
(Full name of Participant)
(Street Address, City, State and Zip Code)
to be given the medication listed below during the Junior Lifeguard Program, including when he/she is away from the beach. I understand such medication may be administered by a non-medically trained person. The first dosage of any new medication shall not be administered while participating in the Junior Lifeguard Program hours due to the possibility of an allergic reaction, and the medication prescribed for the Participant must come in the original pharmacy container.
Mark here if no medication is to be administered: $\Box$ (and sign next page)
Name of medication:
Amount of medication to be brought to Program:
Dosage to be given:Time of administration:
Beginning Date: Ending Date:
Possible side effects:
Allergies:
Any special instructions/comments:
Doctor's Name: Telephone:
Parent phone calls are insufficient to change dosage or time. There will be no changes in the dosage or the times medication is administered without a physician's written permission/authorization. Each administration must be properly recorded on the Individual Medication Administration Log.

Medication must be delivered to Program staff by a parent or legal guardian. Non-prescription medication must be brought to the program in the original container and shall be labeled with the Participant's name. A permission form for the administration of medication must be signed, dated and kept on file. Each administration must be recorded on the individual Medication Administration Log whenever given.

## DESTIN FIRE CONTROL DISTRICT Jr. Lifeguard Program Administration of Medication Permission Form – Page 2 of 2

When it is necessary for Participants to keep medication with them at all times (inhalers, enzymes, bee sting pens, kits), a physician's written order stating such, must be obtained and kept with the Administration of Medication Permission form for that Participant.

The undersigned agrees that it is not the legal responsibility for the Destin Fire Control District, its Board and employees (the "Released Parties"), to provide medication to the Participant, and therefore, in consideration of the agreement to do so, the undersigned agree to hold the Released Parties free from any and all responsibility for the manner in which it is administered, and to indemnify each of them against loss by reason of any civil judgment arising out of these arrangements which may be rendered against them. The Released Parties are authorized to secure emergency medical services for the Participant whenever the need for such services is deemed necessary by the Program Coordinator, Junior Guard instructor or Destin Fire Control District personnel.

Name of Parent/Guardian (printed)	Signature of Parent Guardian	Date
Name of Parent/Guardian (printed)	Signature of Parent/Guardian	Date

# DESTIN FIRE CONTROL DISTRICT Jr. Lifeguard Program Individual Medication Administration Log

f Participant:	
Vame of	

Mark here if no medication is to be administered:  $\Box$ 

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## Jr. Lifeguard Program

## **Permission for Emergency Treatment**

On rare occasions, an emergency requiring hospitalization, surgery, and/or other treatment develops. The designated supervisor of this activity will attempt to contact the parent/guardian prior to emergency treatment consent, but to prevent a dangerous delay if an emergency does occur and we are unable to make contact with you, parents/guardians are asked to grant the following authorization.

In the event of injury and/or illness to our son/	daughter/ward (the '	"Participant"	named below)	)
Participant Name		_Date of Bir	th:	
Home Address:				
Street		City	State	Zip
the undersigned hereby grant permission to a Fire Control District to give consent in Participant deemed necessary by the representation of the December 1988 of the December 198	n an emergency sentative, including	to medic administration	cal treatme on of an ane	e <u>nt</u> for the esthetic and
surgery, and do hereby release the De and employees, from any and all outreatment.				
PLEASE SIGN IN PRESENCE OF NOTA	RY PUBLIC			
Name of Parent/Guardian (printed) Sig	nature of Parent/Gua	ardian	Da	ate
Parent(s) Telephone Number(s)				
Name of Emergency Contact Person (other than Parent/Guardian listed above)		Telephone	Number(s)	
STATE OF COUNTY OF				
The foregoing instrument was acknowledge	ged before me this	day of	, 2021,	by
who	is/are personally kno	wn to me or h	as/have produce	ed
driver's license(s) as identi	fication and who did/d	lid not take an	oath.	

NOTARY PUBLIC, STATE OF FLORIDA

# Jr. Lifeguard Program Transportation Permission Form

Certain events during the Junior Lifeguard Program will require transportation away from the designated drop off/pick up area for the Program, and the undersigned grant permission for my child/ward

NAME OF PARTICIPANT:

Name of Parent/Guardian (printed) Signature of Parent/Guardian Date

The undersigned also acknowledge that my child CANNOT be picked up and/or be dropped off by anyone other than the individuals listed below, all of whom must present valid driver's liganage.

by anyone other than the individuals listed below, all of whom must present valid driver's licenses, unless written authorization has been given to a Junior Life Instructor at the site no later than the day before the request (with as much advance notice as possible). The authorized individuals that have permission to pick up or drop off my child from the designated pickup/drop off area for the Program are:

Name Phone Number

<u>DRIVER'S LICENSES WILL BE REQUIRED TO BE SHOWN. THANK YOU FOR YOUR UNDERSTANDING OF THIS SECURITY PRECAUTION.</u>



#### **Juniors Demerit System**

3 Total Demerits are allowed before further discipline is needed.

Once the maximum number of demerits is reached (3), the following action(s) will take place:

Parents Contacted

Finally after 1 more demerit:

Suspension from Jr. Lifeguard Program

Offenses that result in a Demerit:

- 1. Inappropriate Language
- 2. Offensive remarks to instructors or other participants
- 3. Inappropriate actions such as:
  - a. Hitting, pushing, kicking
  - b. Obscene gestures
  - c. Inappropriate touching of other participants
- 4. Leaving group without permission
- 5. Leaving group without using buddy system
- 6. Refusing to partake in morning workout or afternoon clean-up
- 7. Littering or any other disrespectful action to the beach
- 8. Inappropriate Uniform (after 1 warning)
- 9. Tardiness (after 2 warnings)

Some of these offenses may be deemed so severe that immediate suspension is warranted. The Junior Lifeguard Instructors and Junior Lifeguard Program Director reserve the right to suspend a child's participation from the program. A meeting will be set to discuss the situation with the parent / guardian. If a child is suspended a refund will be given pro-rated to the amount of time the child has been participated.

Upon a lead Junior Instructor's discretion, one demerit may be removed each time a participant completes all of the following:

500 yard swim	
½ mile run	(*This can take place instead of participating in games*)
Run-swim-paddle	

#### I HAVE READ AND AGREE TO THE JUNIOR LIFEGUARD DEMERIT SYSTEM AND ITS RULES.

Participant Name:	
Participant Signature:	Date:
Parent/Guardian Name:	
Parent/Guardian Signature:	Date:

# 2021 Juniors Pre-Season Schedule

Date / Time	Event	Location
May 3rd	Last Day for Teacher Evaluations (If applying for elective school credit)	Station 9 848 Airport Road, Destin
May 15th at 9:30 a.m.	Swim Test	Hutchinson Street Crystal Beach, Destin
May 22nd at 9:30 a.m.	Swim Test	Hutchinson Street Crystal Beach, Destin
June 5th at 11:00 a.m.	Uniform Day	Station 10 117 Crystal Beach Dr., Destin
June 12th at 8:30 a.m.	Uniform Day	Station 10 117 Crystal Beach Dr., Destin
June 14th	First Day of Jr. Lifeguards	Henderson Beach

If there are any questions, please email Tom Miller at tmiller@destinfire.com





### **Supplemental form to PADI Medical Questionnaire**

When completing the PADI Medical Questionnaire you <u>MUST</u> answer the questions <u>by writing "YES" or "NO"</u> to each question asked. The form will not be accepted any other way.

If any question is answered "yes", a doctor's release must be obtained and presented with other related Jr. Lifeguard paperwork to the Destin Fire Control District drop off location at 848 Airport Road, Destin, FL 32541 or Jr. Lifeguard Instructor.

## PADI Discover Scuba® Diving Participant Statement

Read the following paragraphs carefully.

This statement, which includes a Medical Questionnaire, a Liability Release and Assumption of Risk Agreement (Statement of Risks and Liability), Non-Agency Disclosure and Acknowledgment and the Discover Scuba Diving Knowledge and Safety Review, informs you of some potential risks involved in scuba diving and of the conduct required of you during the PADI Discover Scuba Diving program. If you are a minor, your parent or guardian must read this Guide and sign on the back panel.

You will also need to learn important safety rules regarding breathing and equalization while scuba diving from the PADI Professional. Scuba diving and the use of scuba equipment without proper supervision or instruction can result in serious injury or death. You must be instructed in its use under the direct supervision of a qualified instructor.



#### PADI Medical Questionnaire

Scuba diving is an exciting and demanding activity. To scuba dive you must not be extremely overweight or out of condition. Diving can be strenuous under certain conditions. Your respiratory and circulatory systems must be in good health. All body air spaces must be normal and healthy. A person with heart trouble, a current cold or congestion, epitepsy, asthma, a severe medical problem, or who is under the influence of alcohol or drugs, should not dive. If taking medication, consult your doctor before participating in this program.

The purpose of the Medical Questionnaire is to find out if you should be examined by a physician before participating in recreational scuba diving. A positive response to a question does not necessarily disqualify you from diving. A positive response means that there is a preexisting condition that may affect your safety while diving and you must seek the advice of a physician.

Please answer the following questions on your past and present medical history with a YES or NO. If you are not sure, answer YES. If any of these items apply to you, we must request that you consult with a physician prior to participating in scuba diving. Your PADI Professional will supply you with a PADI Medical Statement and Guidelines for Recreational Scuba Diver's Physical Examination to take to a physician.

	Do you currently hove an ear infection?
	Do you have a history of ear disease, hearing loss or problems with balance?
	Do you have a history of ear or sinus surgery?
	Are you currently suffering from a cold, congestion, sinusitis or bronchitis?
	Do you have a history of respiratory problems, severe attacks of hayfever or allergies, or lung disease $\mbox{\it R}_{\pm}$
	Have you had a collapsed lung (pneumothorax) or history of chest surgery?
	Do you have active asthma or history of emphysema or tuberculosis?
	Are you currently taking medication that carries a warning about any impairment of your physical or mental abilities?
	Do you have behavioral health, mental or psychological problems or a nervous system disorder?
	Are you or could you be pregnant?
	Do you have a history of colostomy?
	Do you have a history of heart disease or heart attack, heart surgery or blood vessel surgery?
	Do you have a history of high blood pressure, angina, or take medication to control blood pressure?
	Are you over 45 and have a family history of heart attack or stroke?
	Do you have a history of bleeding or other blood disorders?
	Do you have a history of diabetes?
224	Do you have a history of seizures, blackouts or fainting, convulsions or epilepsy or take medications to prevent them?
	Do you have a history of back, arm or leg problems following an injury, fracture or surgery?
	Do you have a history of fear of closed or open spaces or panic attacks (claustrophobia or agoraphobia)?

## Non-Agency Disclosure and Acknowledgment Agreement

## Liability Release and Assumption of Risk Agreement

l (participant name), \_\_\_\_\_\_ hereby affirm that I aware that skin and scuba diving have inherent risks which may result in serious injury or death.

I understand that diving with compressed air involves certain inherent risks; decompression sickness, embolism or other hyperbaric injuries can occur that require treatment in a recompression chamber. I further understand that this program may be conducted at a site that is remote, either by time or distance or both, from such a recompression chamber. I still choose to proceed with this program in spite of the absence of a recompression chamber or medical facility in proximity to the dive site.

The information I have provided about my medical history on the Medical Questionnaire is accurate to the best of my knowledge. I agree to accept responsibility for omissions regarding my failure to disclose any existing or past health conditions.

I understand and agree that neither the dive professionals conducting this program, nor the facility through which this program is offered, (facility name), nor PADI Americas, Inc., nor its affiliate or subsidiary corporations, nor any of their respective employees, officers, agents or assigns (hereinafter referred to as "Released Parties") may be held liable or responsible in any way for any injury, death or other damages to me, my family, estate, heirs or assigns that may occur as a result of my participation in this program or as a result of the negligence of the Released Parties, whether passive or active.

In consideration of being allowed to participate in this program, I hereby personally assume all risks for any harm, injury or damage, whether foreseen or unforeseen, that may befall me while

(Liability Release and Assumption of Risk Agreement continued)

participating in this program, including but not limited to the knowledge development, confined water and/or open water activities.

I further release and hold harmless the Discover Scuba Diving program and the Released Parties from any claim or lawsuit by me, my family, estate, heirs or assigns, arising out of my participation in this program.

I further understand that skin diving and scuba diving are physically strenuous activities and that I will be exerting myself during this program and that if I am injured as a result of heart attack, panic, hyperventilation, etc., that I expressly assume the risk of said injuries and that I will not hold the Released Parties responsible for the same.

I further state that I am of lawful age and legally competent to sign this Liability Release and Assumption of Risk Agreement, or that I have acquired the written consent of my parent or guardian.

I understand that the terms herein are contractual and not a mere recital and that I have signed this Agreement of my own free act and with the knowledge that I hereby agree to waive my legal rights. I further agree that if any provision of this Agreement is found to be unenforceable or invalid, that provision shall be severed from this Agreement. The remainder of this Agreement will then be construed as though the unenforceable provision had never been contained herein.

I understand and agree that I am not only giving up my right to sue the Released Parties but also any rights my heirs, assigns or beneficiaries may have to sue the Released Parties resulting from my death. I further represent that I have the authority to do so and that my heirs, assigns and beneficiaries will be estopped from claiming otherwise because of my representations to the Released Parties.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT AND NON-AGENCY DISCLOSURE ACKNOWLEDGMENT AGREEMENT BY READING BOTH BEFORE SIGNING BELOW ON BEHALF OF MYSELF AND MY HEIRS AND AFFIRM THE MEDICAL QUESTIONNAIRE IS ACCURATE.

Participant Signature	Date (Day/Month/Year)
(Parent/Guardian Signature (where applicable)	(Date (Day/Month/Year)

## **Discover Scuba Diving Registration Form**

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## 2021 Junior Lifeguard Program Information Sheet

The Destin Fire Control District is proud to hold the 15<sup>th</sup> year of Junior Lifeguards and LIT programs. The program has grown fast and we are so thankful for the parents and participants for having faith in the service. We look forward to providing a quality learning experience for the youth of our area.

#### What is the difference between a Junior and an LIT?

While all participants are in the Junior Lifeguard program, first year kids are considered Juniors and those returning for a second, third, fourth, fifth, sixth or seventh season are LITs (Lifeguards In Training). This is important as the schedules for each are different. It is imperative for parents who have children in both to understand this, as the field trips are at different times and locations. *Note: if your child is a first year participant and is attending both session, they will be considered a Junior for both Session I and Session II.* 

#### What are the dates and times of the program?

The program will take place at Henderson Beach State Park, located in Destin, Florida. Program dates and times are as follows:

- Session I June 14<sup>th</sup> to July 1<sup>st</sup> (Monday through Thursday from 8am to 12pm)
- Session II July 12<sup>th</sup> to July 29th (Monday through Thursday from 8am to 12pm)

#### How much does the program cost?

The total cost of <u>each</u> program session is \$400 per participant. This includes the cost of any field trip and a uniform. Payment can be made by Discover/MasterCard/Visa, cash or check made payable to: Destin Fire Control District. *If paying by credit card a convenience fee of 2.5% with a minimum of \$2.00 will apply.* 

Session fees are refundable (less a \$50 per session registration deposit) <u>up to 2 weeks prior to opening day</u> of the session.

- **Emergencies**: If you have a medical or family emergency and are unable to attend the program, please contact us as soon as possible. We will do our best to accommodate you, however refunds are at the discretion of the program director.
- Last minute cancellations: If and only if we have a waiting list and can fill your spot, will we provide a refund (less the \$50 per session registration deposit).
- Refunds will not be given if:
  - o A participant is sent home due to behavioral issues
  - A participant decides to drop out of the program or leaves early/before the end of the session
  - The participant is sick and either stayed home from, or was sent home from the program due to fever or other ailments
- Refund request exceptions must be made in writing and include supporting documentation (ie. doctor's note).

#### Can we carpool?

Please refer to the transportation permission form of your application.

#### I heard that some participants get school credit and a scholarship.

Junior Lifeguards and LITs are eligible for a scholarship for an elective school credit if enrolled at a public school located in the Okaloosa County School District. <u>The participant must be entering the 9<sup>th</sup> or 10<sup>th</sup> grade</u> and must meet all the requirements in the school credit packet. Please read this carefully as there are very specific guidelines that need to be met including teacher evaluation, attendance, etc.. The number of scholarships offered are limited and determined annually.

#### I am registered, what's next?

Once you are registered and paid in full, you must attend the following: If your child is a first-year Junior Lifequard:

- They must attend one of the swim test dates. (see Pre-season schedule)
- They must attend one of the uniform dates. (see Pre-season schedule)

#### If your child is an LIT:

• They must attend one of the uniform dates. (see Pre-season schedule)

## I have registered, paid in full and my child has completed a swim test and has a uniform, then what?

Once paid in full, you will be issued a DESTIN JR. LIFEGUARD parking sticker. This is to be displayed on the driver's side window of your vehicle. While driving in Henderson Beach State Park please adhere to the speed limit. Henderson Beach State Park is a wonderful venue for us to host the program, and we would hate to lose it. When entering the park, please stop at the guard gate, wave and let them recognize your window sticker before proceeding to drop off your child.

#### What should my child bring each day?

- Refillable water bottle
- Hat or sun visor
- Removable shoes (such as crocks or flip flops)
- Towel
- Sunscreen (Apply before coming and reapply during program. Must be able to apply themselves.)
- Healthy snack (such as oranges, grapes, watermelon, etc. Please try and stay away from salty items.)
- Bag to keep your items in
- <u>Please label all items with your name.</u> The District is not responsible for lost, stolen or misplaced items.

Next is to let your child learn all there is to know about the aquatic environment and have the best summer ever! Once again thanks for your efforts and for participating in our awesome summer program.

Sincerely,

Joe D'Agostino Beach Safety Division Chief