DESTIN FIRE CONTROL DISTRICT Jr. Lifeguard Program Consent and Release from Liability

Session _____

Parental/Guardian Consent, Acknowledgement and Release

(To be completed and signed by all parents/guardians; if parents are divorced or separated, the parent with legal custody must sign this Consent and Release.)

Name of Participant: _____ Date of Birth: _____

A. I/we know of and acknowledge that my child/ward (the "Participant" above) knows of and acknowledges the risks involved in participating in the Junior Lifeguard Program (the "Program") including serious injury and death, and have explained such risks to my child/ward.

- B. The undersigned:
 - a. consents for the Participant to participate in the Junior Lifeguard Program for 2021, and accepts any and all responsibility for following the safety procedures and sign-in and sign-out rules of the Program;
 - b. acknowledges and affirms the Participant is in good physical and mental health and does not have any physical or mental conditions which could affect his or her ability to participate in the Program;
 - c. understanding fully the risks involved, and in consideration of the Participant being permitted to participate in the Program, ON BEHALF OF THE UNDERSIGNED, HIS OR HER HEIRS, ASSIGNS, EXECUTORS AND ADMINISTRATORS, AND ON BEHALF OF THE MINOR PARTICIPANT, RELEASE, WAIVE AND DISCHARGE and COVENANT NOT TO SUE, the Destin Fire Control District, its Board and employees (the "Released Parties"), of any and all responsibility and liability for any injury or claim resulting from participation in the Program;
 - d. agrees not to sue or take legal action against the Released Parties in the event of any accident, or on account of injury or death of the Participant; or damages to the person or property of the undersigned or the Participant, whether caused by the negligence of the Released Parties or otherwise;
 - e. INDEMNIFY AND HOLD HARMLESS THE DESTIN FIRE CONTROL DISTRICT (including, but not limited to, its officers, directors, employees, representatives and volunteers) for and from any and all demands, claims, actions, suits, damages, losses, liabilities, cost and expenses arising, directly or indirectly, as a result of my intentional or negligent acts or omissions from any cause whatsoever (including, but not limited to, damage and loss of property, bodily injury, medical treatment and death), whether or not foreseeable or contributed to by the negligent act of omissions of the Destin Fire Control District;

- 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 the Destin Fire Control District, its employees and agents from any and all liability regarding my child's participation in the Destin Junior Lifeguard 2021 Program ("Program") with respect to the possible exposure and contraction of any COVID-19 strain or any other communicable disease. It is understood that my child will follow the specific safety measures in accordance with the Program. Before the Program commences, all participants in the Program, as well as Parents/Legal Guardians, will be provided the safety measures to be followed set forth in the Safety Procedure Form and will acknowledge same in writing.

I understand that the Program will be conducted at Henderson Beach State Park in Destin, Florida. I understand that the general public is simultaneously allowed to participate in beach activities at the park during the Program, and that the general public is not responsible for following the generally accepted COVID-19 Safety procedures recommended and/or suggested in any publicized report/announcement by any agency in the State of Florida. Accordingly, I further hereby release and hold harmless Henderson Beach State Park, its employees and agents from any and all liability regarding my child's participation in the Program with respect to the possible exposure and contraction of any COVID-19 strain or any other communicable disease.

| , the Parent |
|-------------------------------|
| nd and agree to the terms and |
| |
| 1 |

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.

DESTIN FIRE CONTROL DISTRICT 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:
(and sign next page)

| Name of medication: | |
|------------------------|--------------------------|
| | Program: |
| | _Time of administration: |
| Beginning Date: | Ending Date: |
| Possible side effects: | |
| | |
| | |
| 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

Name of Participant:

Mark here if no medication is to be administered:

| | | 31 |
|------|------|----|
| _ | - | 30 |
| | | 29 |
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| June | July | |

| Medication Chart for | Medication Route | Date Dose Time |
|----------------------|------------------|----------------|

DESTIN FIRE CONTROL DISTRICT 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] | Date of Birth: | | |
|------------------|-----------|----------------|-----|--|
| Home Address: | | | | |
| Street | City | State | Zip | |

the undersigned hereby grant permission to and authorize representatives and employees of the Destin Fire Control District <u>to give consent in an emergency to medical treatment</u> for the Participant deemed necessary by the representative, including administration of an anesthetic and surgery, and <u>do hereby release the Destin Fire Control District, its Board members</u> <u>and employees, from any and all claims</u> which may arise from said emergency medical treatment.

PLEASE SIGN IN PRESENCE OF NOTARY PUBLIC

| Name of Parent/Guardian (printed) | Signature of Parent/Guardian | Date |
|---|---|----------------|
| Parent(s) Telephone Number(s) | | |
| Name of Emergency Contact Person (other than Parent/Guardian listed al | Telephone N bove) | lumber(s) |
| STATE OF COUNTY OF | | |
| The foregoing instrument was ack | nowledged before me this day of | , 2021, by |
| | who is/are personally known to me or has | /have produced |
| driver's license(s) a | s identification and who did/did not take an oa | uth. |

NOTARY PUBLIC, STATE OF FLORIDA

DESTIN FIRE CONTROL DISTRICT Jr. Lifeguard Program <u>Transportation Permission Form</u>

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 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 |
|------|--------------|
| Name | Phone Number |

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



LIT 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 afternoon 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 LIT's 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 10am | Uniform Day | Station 10 117 Crystal Beach Dr., Destin |
| May 22nd at 10am | Uniform Day | Station 10 117 Crystal Beach Dr., Destin |
| June 5th at 10am | Uniform Day | Station 10 117 Crystal Beach Dr., Destin |
| June 12th at 10am | 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



2021 Junior Lifeguard Program Information Sheet

The Destin Fire Control District is proud to hold the 15th 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 14th to July 1st (Monday through Thursday from 8am to 12pm)
- Session II July 12th 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) up to 2 weeks prior to opening day 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:
 - 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 9th or 10th 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)

<u>I have registered, paid in full and my child has completed a swim test and has a uniform,</u> 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 <u>please adhere to the speed limit</u>. 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