

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 2023, 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;

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
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Name of Parent/Guardian (printed)	Signature of Parent/Guardian	Date
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Parent/Guardian email address — will be main form of contact
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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 2023 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.

On this _____ day of _____, 2023, 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.

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: _____

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

Name of Participant: _____

Mark here if no medication is to be administered: ☐

June																															
July																															
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	29	29	30	31

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 Birth: _____

Home Address: _____
Street City State Zip

the undersigned hereby grant permission to and authorize representatives and employees of the Destin Fire Control District **to give consent in an emergency to medical treatment** for the Participant deemed necessary by the representative, including administration of an anesthetic and surgery, and **do hereby release the Destin Fire Control District, its Board members and employees, from any and all claims** 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 Telephone Number(s)
(other than Parent/Guardian listed above)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by _____ who is/are personally known to me or has/have produced _____ driver's license(s) as identification and who did/did not take an oath.

NOTARY PUBLIC, STATE OF FLORIDA

DESTIN FIRE CONTROL DISTRICT
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 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

Name

Phone Number

Name

Phone Number

Name

Phone Number

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



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

Run-swim-paddle

(*This can take place instead of participating in afternoon games*)

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: _____



Supplemental form to PADI Medical Questionnaire

When completing the PADI Medical Questionnaire you **MUST** answer the questions by writing "YES" or "NO" 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, epilepsy, 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 have 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?
- ☐ 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?
- ☐ 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 continued)

I understand and agree that PADI Members ("Members"), including _____ (store/resort) and/or any individual PADI Instructors and Divemasters associated with the program in which I am participating, are licensed to use various PADI Trademarks and to conduct PADI training, but are not agents, employees or franchisees of PADI Americas, Inc. or its parent, subsidiary and affiliated corporations ("PADI"). I further understand that Member business activities are independent, and are neither owned nor operated by PADI, and that while PADI establishes the standards for PADI diver training programs, it is not responsible for, nor does it have the right to control, the operation of the Members' business activities and the day-to-day conduct of PADI programs and supervision of divers by the Members or their associated staff. I further understand and agree on behalf of myself, my heirs and my estate that in the event of an injury or death during this activity, neither I nor my estate shall seek to hold PADI liable for the actions, inactions or negligence of _____ (store/resort) and/or the instructors and divemasters associated with the activity.

Liability Release and Assumption of Risk Agreement

I (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

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 (participant name), _____ BY THIS INSTRUMENT DO EXEMPT AND RELEASE THE DIVE PROFESSIONALS CONDUCTING THIS PROGRAM, THE FACILITY THROUGH WHICH THE PROGRAM IS CONDUCTED, AND PADI AMERICAS, INC., AND ALL RELATED ENTITIES AND RELEASED PARTIES AS DEFINED ABOVE FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH, HOWEVER CAUSED, INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.

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

Participant Information - Please print clearly within the boxes provided.

Fill bubbles completely.

Use blue or black pen.

Your personal information is required for PADI's Quality Management process. Visit padi.com for PADI's privacy policy.

PADI Professional: You must register participants within 30 days by either completing the online form at the PADI Pros Site of padi.com or mailing the Discover Scuba Diving Registration Form to your PADI office.

Program Completion Date (Day/Mon/Year)

First Name

MI

Last Name

Date of Birth

Day

- ☐ Jan ☐ Apr ☐ Jul ☐ Oct
☐ Feb ☐ May ☐ Aug ☐ Nov
☐ Mar ☐ Jun ☐ Sep ☐ Dec

Year

Email

Participant Mailing Address

Participant Mailing Address

City

State/Province

Zip/Postal Code

Phone

Country

Gender: ☐ Male
☐ Female

For office use only

Dive
Verification

PADI Member Number

Dive Center/Resort Number

Program Location

I have conducted all phases of the
OR
Optional Open Water version

of the Discover Scuba Diving program as outlined in the Discover Scuba Diving Instructor Guide.

Member's Name (Please Print)

Member's Signature

Send top copy to your PADI office.

Members retain bottom copy for your records.

Date (Day/Mon/Year)

64385





Emerald Coast Fitness Foundation, Inc.

GENERAL RELEASE, INDEMNITY, AND HOLD HARMLESS AGREEMENT

I, _____, the undersigned participant or parent/guardian of _____ (minor child; (the "Participant"), who participates in any program or event at the Aquatic Center in Destin at 4345 Commons Drive West, Destin, Florida (the "Facility") acknowledge that by signing this document, I am releasing Emerald Coast Fitness Foundation, Inc., Mattie Kelly Arts Foundation, Inc., their officers, agents and employees, including instructors and coaches, (the "Releasees"), from liability. This is a contract with legal consequences. I have been advised to read it carefully before signing and I acknowledge I have the right to have legal counsel review it before participating in the program.

IN CONSIDERATION OF, AND AS A CONDITION TO MY ENTERING, BEING PRESENT OR PARTICIPATING IN ANY PROGRAM OR EVENT AT THE FACILITY, I HEREBY KNOWINGLY AND INTENTIONALLY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE, the Releasees from any and all claims, causes of action, suits, controversies or liabilities of any kind whatsoever against any of the Releasees which in any way directly or indirectly arise from or are connected with my entry, presence or participation at the Facility, or to the risks associated with a swimming pool, including, without limitation, any claim or cause of action involving death, mutilation, bodily injury, emotional distress, or loss or damage to property whether caused by the active, passive or grossly negligent act or omission of Releasees, myself or any other person or entity, and further, from any and all liability to me, my personal representatives, assigns, and heirs for any and all loss or damage, and any claims or demands therefore on account of injury to me or resulting in my death, whether caused by the negligence of the Releasees or otherwise, while I am present at the Facility or while participating in any activity at the Facility.

I HEREBY AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS the Releasees from any and all loss, liability, damage, or costs, including attorney's fees and costs, as a result of any claims, demands, actions, causes of action, damages, or judgments, that Releasees may incur arising out of, claimed on account of, or in any manner predicated upon my use of the Facility and/or while participating in any activity while at the Facility including any and all loss or damage to property, personal or otherwise, personal injury or death of any person, which occurs as a result of me, my guest(s)'s or my family member(s)'s use of the Facility or while participating in any activity at the Facility, even where the loss, damage, personal injury or death is caused or contributed to by the Releasees, whether caused by their negligence or otherwise.

I FURTHER HEREBY HOLD EACH OF THE RELEASED PARTIES HARMLESS from and against all of the above described claims, and hereby indemnify each of the Releasees with respect to any claim, cause of action, suit, controversy or liability of any kind whatsoever arising from my own acts or omissions in connection with my entry, presence or participation at the Facility, or to the risks associated with a swimming pool, whether my acts or omissions are actively, passively, or grossly negligent or intentional. I hereby covenant and agree to indemnify, protect, defend, hold and save harmless the Releasees, from any and all claims, actions, lawsuits and demands of any kind or nature arising out of this Agreement. For and in consideration of the opportunity to participate in swimming and related activities at the Facility, I, my heirs, successors and assigns, forever release, hold harmless and indemnify the Releasees from any and all liability whatsoever for any personal property damage or for any personal injury that may result from said participation.

I agree, for myself, my heirs, successors and assigns, that the above representations are contractually binding and are not mere recitals, and that should I, my Personal Representative, heirs, successors or assigns, assert any claim in contravention of this Agreement, the asserting party shall be liable for the expenses (including reasonable attorney fees and costs) incurred by the other party or parties. This Agreement may not be modified orally, and waiver of any provision shall not be construed as a modification of any provision herein or as consent to any subsequent waiver or modification. I am at least 18 years of age and suffer from no physical, mental, legal or other disabilities that prevent me from fully understanding the terms of signing this Agreement.

PARTICIPANT (OR GUARDIAN) SIGNATURE: _____ DATE: _____

PARTICIPANT NAME (printed): _____ PARENT/GUARDIAN NAME (if participant is under 18): _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: _____

Destin Beach Safety Junior Lifeguards 2023 Information

The Destin Fire Control District is proud to hold the 17th year of the Junior Lifeguard program. We are thankful for the parents and participants who have supported this program over the years, and we look forward to once again providing a quality learning experience for the youth of our area.

1. The program is a **“Not to Learn”** swim program.
2. The top ten (10) swimmers in the following age groups will be offered the option to register for either/or both session(s) to participate:

Age Groups:

- Group 1 – 8 year old’s
- Group 2 – 9–11-year old’s
- Group 3 – 12–14-year old’s
- Group 4 – 15-year old’s

3. The swim test will consist of a timed swim, covering the distance of 100 yards for all age groups.
4. First year participants in Group 1 and 2 will have the opportunity to participant in a Scuba class held at the Emerald Coast Scuba Center.
5. Parents will be notified no later than May 1, 2023, if their swimmer has qualified for one of the 10 spots, and will receive an email with the registration package.
ONLY swimmers who qualify will be sent registration packages.
6. **Swim Test Dates (swim tests will ONLY be conducted on these dates)**
 - **April 22nd 9:30 a.m.**
 - **April 29th 9:30 a.m.**

The attached General Release form for Emerald Coast Fitness Foundation must be signed by the legal guardian or parent and presented the day your child participates in the swim test.

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 12th to June 29th (Monday through Thursday from 8am to 12pm)
- Session II – July 10th to July 27th (Monday through Thursday from 8am to 12pm)

How much does the program cost?

The total cost of each 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 3.5% with a minimum of \$3.50 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 drops 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 (i.e., doctor's note).**

Scholarship opportunity – available to Group 4 selected participants ONLY:

There will be six (6) academic scholarships available to student enrolled in the Okaloosa County Public School District. The top six (6) 15-year-old swimmers in Group 4 with the best times, who are also able to meet the below may apply:

- | | |
|---|--|
| a) Attend both Sessions | e) <u>*Complete & Pass Florida Boater Safety Course</u> |
| b) Attend Scuba Days – July 21 | f) Complete Course Report |
| c) Attend Competition Day – July 29 – All Day | g) Complete & Pass Final Exam |
| d) Requires completion of timed swim test | h) Receive Instructor Evaluation Participation score of 80 or higher |

Upon successful completion of above, student will receive one (1) High School Elective Academic credit (½ Water Safety & ½ Intermediate Swimming), reported to their respective high school.

Important Note:

Scholarship recipients are required and must be able to attend both sessions to meet the “seat time” requirements (166 hours) of the Okaloosa County School District.

The goal of the scholarship award is for the participant to be able, upon age 16, to have received the skills and training necessary to qualify them to become a USLA Lifeguard in the Destin Fire Control District's Beach Safety Program, after having received training in all skills, swimming, running, First Aid/AED, Beach 4Wheeler & Jet ski operation of the USLA organization.

* Boater Safety Course Hours for completion:						
Boater Safety On-Line Hours	Hours	Cumulative		Boater Safety On-Line Hours	Hours	Cumulative
Setting up Account	0.5	0.5		Research Report	3	26.5
Chapter 1 - Read/Review	2	2.5		Lifeguard Shadowing/Pool	3	29.5
Chapter 1-Test	1	3.5		Final Program Exam Prep	2	31.5
Chapter 2 - Read/Review	2	5.5		Final Program Exam Test	1	32.5
Chapter 2-Test	1	6.5				
Chapter 3 - Read/Review	2	8.5				
Chapter 3-Test	1	9.5		Total Program Scholarship Hours		32.5
Chapter 4 - Read/Review	2	11.5				
Chapter 4-Test	1	12.5				
Chapter 5 - Read/Review	2	14.5				
Chapter 5-Test	1	15.5				
Chapter 6 - Read/Review	2	17.5				
Chapter 6-Test	1	18.5				
Final Exam Review	2	20.5				
Final Exam Test	1	21.5				
Certification Attachment	2	23.5				

My child has passed the swim test, I have registered and paid in full, and my child 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?

Please label all items with your name. The District is not responsible for lost, stolen or misplaced items.

• 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	

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.

Destin Fire Control District