

Level: _____



SWIMMING LESSONS

(4 – 12 years of age)

CHILD INFORMATION

Child's Name: _____ Date of Birth: _____ G

Home Address: _____ Phone Number: _____

Physician's Name: _____ Physician's Phone #: _____

Physician's Address: _____

Allergies: _____

Medical Condition: _____

Please let us know if there is any additional information that would be helpful to ensure your child is able to fully enjoy a positive experience in our program.

PARENT/GUARDIAN INFORMATION

Parent / Guardian: _____ Relationship: _____

Home Address: _____

Phone #(s): _____ Email Address: _____

Parent / Guardian: _____ Relationship: _____

Home Address: _____

Phone #(s): _____ Email Address: _____

Emergency Contact

1. Name: _____ DOB: _____

Relationship: _____ Phone#(s): _____

2. Name: _____ DOB: _____

Relationship: _____ Phone#(s): _____

The Town of Medley is a public entity that is subject to Florida's Public Records Act. As such, most written communications to or from Town officials regarding Town business, including this application, are public records, and are available to the public and media upon request unless the information requested is exempt or confidential under the law. If you believe any of the information provided in this application is exempt from disclosure under the Public Records Act, please indicate it by filling out the information requested below.

I, _____, qualify for an exemption under the Public Records Act because _____, and, as such, I am requesting that the following information be removed from public disclosure in accordance with Florida law: _____

I _____, certify that the information I have provided is accurate. I understand that all information will be verified and if it is found that I have knowingly provided false information, all Town of Medley services and privileges will be revoked indefinitely for the entire household.

Parent / Guardian Signature: _____ Date: _____

FOR OFFICE USE ONLY

☐ Swimming Registration: _____

☐ Residency Verification: _____

Processed by & Date: _____

Notes: _____

RELEASE OF LIABILITY, HOLD HARMLESS & INDEMNIFICATION AGREEMENT, & PHOTO RELEASE

This Release of Liability, Hold Harmless and Indemnification Agreement, and Photo Release ("Agreement") is executed by the below-named person, individually or as the parent and/or legal guardian (the "Guardian") of the below-named minor child, (in either case, the "Participant"), in favor of the **Town of Medley, Florida** and its elected/appointed officials, directors, employees, officers, and agents (the "Town"). The Participant is participating in recreational activities and programming sponsored/hosted by the Town Social Services and Parks and Recreation Department. The Participant, and if the Participant is a minor, the Guardian on behalf of Participant, acknowledges and agrees that:

1. Participant is willingly and voluntarily participating in the Town's recreational activities and programming with knowledge of the dangers involved. Participant acknowledges that participation in these activities may involve risk to Participant's personal safety and carries with it the potential for injury, death, and property loss. Participant understands that the Town makes no guarantees that the Town's recreational activities and programming are free of hazards, including by way of example and not limitation, those associated with terrain, facilities, equipment, weather, Participant's personal health, or the actions of others, and makes no guarantee ensuring Participant's personal safety. Participant hereby agrees to expressly assume and accept any and all risks of injury, illness, or death which in any way arise out of such recreational activities and programming.
2. Participant hereby assumes all of the risks of participating in all activities sponsored by the Town or visiting Town facilities, including but not limited to risks that are both known and unknown, human and environmental, even if such risks arise from Participant's own negligence or the negligence of the Town or the negligence of others.
3. Participant understands that participating in the Town's recreational activities and programming is voluntary and that the Participant is not required to participate. Participant agrees to abide by the Town's safety policies and procedures, criteria and requirements in addition to all safety instructions and directions provided by Town personnel during recreational activities and programming.
4. Participant, for himself/herself and on behalf of his/her beneficiaries, heirs, assigns, personal representatives, and next of kin hereby releases and holds harmless and covenants to defend and indemnify the Town with respect to any and all injury, illness, disability, death, loss or damage to Participant or Participant's property arising out of or in any way connected to Participant's participation in Town activities or programming or visiting Town facilities, whether resulting from Participant's negligent act or omission or the act or omission of any other person or any act or omission of the Town, including, but not limited to the negligent acts or omissions of the Town.
5. Participant declares himself/herself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent participation in Town's recreational activities and programming. Participant hereby acknowledges that it is recommended that a physician's approval be obtained in advance of participation in an exercise/fitness activity or in the use of exercise equipment and machinery. Participant also acknowledges that it is recommended that Participant have a yearly or more frequent physical examination and consultation with Participant's physician as to physical activity, exercise, and use of exercise and training equipment so that Participant might have recommendations concerning these fitness activities and equipment use. Participant acknowledges that Participant has either had a physical examination or has been given a physician's permission to participate, or that Participant has decided to participate without the approval of Participant's physician and does hereby assume all responsibility for Participant's participation in Town programming and activities.
6. In case of emergency, the Town is authorized to seek medical treatment and transportation for Participant from such physicians, hospitals and ambulance services as may be chosen by Town in its reasonable discretion (note: the physician(s), hospital(s), and ambulance service(s) selected by the Town may not be the Participant's preference). Participant acknowledges that the Town has no obligation to seek such treatment or transportation. Participant hereby consents to receive medical treatment, which may be deemed advisable in the event of injury, accident and/or illness during the Program. Participant understands that Participant is responsible for furnishing health insurance in case of injury or illness and accepts full financial responsibility for payment of any and all medical services. Participant hereby releases and forever discharges the Town from any claim whatsoever that arises or may arise on account of any first aid, treatment or service rendered to Participant in connection with the Town, its Social Services Department and Parks and Recreation Department, and related programming and activities.
7. Participant also acknowledges that the Town and its contractors, partners and/or sponsors may use photographs, video or film for educational, informational or promotional purposes, and Participant hereby grants the Town and its contractors, partners and sponsors permission to include images of Participant or Participant's likeness for any purpose with no compensation or liability.
8. Participant agrees to defend, indemnify, and hold the Town harmless from and against any and all claims, demands and causes of action of whatsoever kind or nature sustained by the Town arising out of, or by reason of, or resulting from the activities and programming contemplated by this Agreement, and from and against any and all resulting losses, costs, expenses, attorney's fees, liabilities, damages, orders, judgments, and decrees in connection with this Agreement and the activities contemplated herein, regardless of Town's negligence or the negligence of Town's agents, servants or employees.
9. Participant understands that this Release and Waiver is intended to be as broad and inclusive as permitted by the laws of the state of Florida and agrees that if any clause or provision of this Release and Waiver shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect the remaining provisions of this Release and Waiver.

NOTICE TO THE MINOR CHILD'S NATURAL OR LEGAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN THOUGH THE TOWN USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM, YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE TOWN IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE TOWN HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

I HAVE READ, FULLY UNDERSTAND, AND ACCEPT THIS RELEASE OF LIABILITY, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT, AND PHOTO RELEASE, AND I SIGN THIS FORM ON MY OWN FREE WILL.

READ, UNDERSTOOD, AND AGREED TO this _____ day of _____, 20____.

Child's Name _____

Parent/Guardian Name: _____ Parent or Guardian's Signature: _____