



Trout Creek Child Drop-In Program

WAIVER FORM*

PARTICIPANT'S LAST NAME

(Do not use this form for Equestrian Center Camps)

*Please complete a separate form for each child.

MUST COMPLETE

Participant's Name: _____

Parent/Guardian: _____

Phone: _____

Email: _____

PHOTO RELEASE

MUST SIGN

I grant Tahoe Donner _____ sign
 permission to use, without _____
 liability, any photo for _____ name
 promotional materials _____
 or advertisements. _____ date

EMERGENCY INFO

Emergency Contact: _____ Phone: _____

Alternate Emergency Contact: _____ Phone: _____

REGISTRANT'S INFO

Participant's Name	Birthdate	Age	Male/Female

WAIVER OF CLAIMS & INDEMNITY AGREEMENT

I am aware of the nature of the program(s) for which I am registering my child(ren), and understand that accidents and injuries may occur as a result of participation in said program(s). ***I am also aware that I am required to be on premise (within the confines of Trout Creek Recreation Center) the entire duration of my child(s) participation.*** Knowing that risk, and in consideration for my child(ren) being permitted to participate, I hereby agree to assume all risks related to such participation. I hereby waive any claims against, and agree to release and discharge in advance, Tahoe Donner Association ("TDA"), its officers, employees and agents from any and all liability for personal injury, death or property damage which I or my child(ren) may have, or which may hereafter accrue to me or my child(ren) as a result of such participation, even though that liability may arise out of TDA's or its employee's negligence or carelessness. I further agree that this waiver, release and assumption of risk is to be binding upon me and my child(ren)'s heirs and assigns. I also hereby agree to indemnify and hold the entity and persons mentioned above harmless against all claims, damages, losses and expenses, including attorneys' fees, which they may incur as a result of my child(ren)'s participation in the program(s).

Signature of parent or legal guardian

Date

Printed name

AUTHORIZATION TO TREAT A MINOR

I, the undersigned parent, parents or legal guardian of the following participant _____, a minor, do hereby authorize and consent to any of the following for the above-named child: x-ray examination, anesthetic, medical or surgical diagnosis or treatment, and hospital care rendered under the general or special supervision and upon the advice of or to be rendered by a physician and surgeon licensed under the Medical Practice Act, or a dentist licensed under the Dental Practice Act. It is understood that this authorization is given in advance of any specific diagnosis, treatment, or hospital care being required, but is given to provide authority and power to render care which the aforementioned physician in the exercise of his or her best judgement may deem advisable. It is understood that reasonable efforts shall be made to contact the undersigned prior to rendering treatment to the minor, but that any of the above mentioned treatments will not be withheld if the undersigned cannot be reached.

This authorization and consent shall remain effective through December 31, 2017.

RELEASE AND WAIVER OF LIABILITY FOR MINOR

I, the undersigned minor and parent/guardian, as a condition of being permitted to utilize this facility, agree as follows:

There are risks inherent in any exercise program, including the use of exercise equipment, weight machines, and pools/spas, such as those provided at this facility, which may or may not be obvious, and which pose serious threats to my safety. Such risks include, but are not limited to (there may be other risks not known to me or reasonable foreseeable at this time), the possibility that the use of equipment provided will place too great a strain on my body causing injury or death, and the possibility that, due to misuse, inadequate knowledge related to its use, my pre-existing physical condition, equipment malfunction, or negligence in equipment maintenance or selection, I may suffer injury or death while using the exercise equipment/facilities.

It is strongly recommended that I undergo a complete physical examination by a qualified physician prior to my use of this equipment. Periodic follow-up examinations are also recommended. I will follow the advice of said physician as it relates to the use of the equipment/facility and to any physical limitations which are known to me, or which may be revealed by such an examination, since such information is vital to reducing the risks involved with the use of this equipment.

I hereby voluntarily assume all risk of personal injury, death, property damage, and social and economic loss that may occur as a result of my use of this equipment/facility. I hereby release, discharge, and promise not to sue Tahoe Donner Association, its officers, directors, employees, agents, or members for any loss, liability, damage, or cost whatsoever arising out of or related to any loss, damage, or injury (including death) to my person or property that may result from my use of this equipment/facility.

I agree to indemnify, and save and hold harmless Tahoe Donner Association, its officers, directors, employees, agents, and members from and against any loss, damage, liability, damage, or cost (including reasonable attorney's fees incurred in defending a lawsuit brought by me or on my behalf) they may incur arising out of, or in any way connected with, my use of this equipment/facility.

This agreement shall be binding upon myself, as well as my estate, successors, and assigns.

THIS AGREEMENT SHALL APPLY TO ANY TIME I USE THIS FACILITY AND SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL SUCH TIME AS I REVOKE IT IN WRITING AND GIVE NOTICE OF SUCH TO TAHOE DONNER ASSOCIATION.

I have read and understand this agreement.

Minor's Name _____ Signature _____ Date _____

Acting as parent or guardian of the above-named minor, I hereby affirm that I have read and understand this agreement, and understand that it is a release of all claims for injury, death, and property damage, and understand and consent to its terms on behalf of myself and on behalf of the minor, and agree to indemnify and save and hold harmless Tahoe Donner Association from any loss, liability, damage, or cost they may incur because of any defect in or lack of capacity to act on the minor's part in executing this agreement.

Parent/Guardian Name _____ Signature _____ Date _____