



# TAHOE DONNER

## SWIM STICKER APPLICATION WAIVER

(Please complete a separate application for each minor)

PARTICIPANT'S LAST NAME

### MUST COMPLETE:

Participant's Name: \_\_\_\_\_ Preferred Name: \_\_\_\_\_

D.O.B. \_\_\_\_\_ Age: \_\_\_\_\_

Parent/Guardian: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_

Alternate Phone: \_\_\_\_\_ Email: \_\_\_\_\_

### FOR OFFICE USE ONLY

**APPROVED** Manager's Signature: \_\_\_\_\_

### SWIM TEST:

**RECOMMENDED**  
Lifeguard Name: \_\_\_\_\_ Signature \_\_\_\_\_

**NOT RECOMMENDED**  
Comments \_\_\_\_\_

### CONTACT INFO:

*These privileges will be revoked, and the parent/guardian contacted immediately if any behavior problems are encountered.*

Primary Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Alternate Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

### SWIM STICKER PROGRAM RULES

The Tahoe Donner Swim Sticker program is applicable to children ages 9-18 only. All children under the age of 9 must be accompanied by a parent or guardian over the age of 18. A swim test administered by a certified lifeguard will be required for all Swim Sticker applicants. Applicants must be able to swim 100 yards continuously and unassisted in under four minutes in any competitive stroke or combination thereof. Swim Sticker facility privileges include the Northwoods Pool and outdoor locker rooms and the Trout Creek Recreation Center Recreation Pool, Family Spa, outdoor restrooms, and poolside locker rooms. No one under 14 may be left unsupervised in other areas of the Trout Creek Recreation Center facilities.

*These privileges will be revoked, and the parent/guardian contacted immediately if any behavior problems are encountered.*

### SWIM RULES:

- Any person between the age of 9-18 must have a swim sticker if unaccompanied by an adult.
- All children under the age of 9 must be accompanied by a parent or guardian over the age of 18.
- Use of the Lap Pool is restricted to lap swimming only. Lap swimming is defined as swimming continuously from one end of the the pool to the other.
- Swim diapers and/or tight-fitting rubber pants are required for all children who are not potty trained. Swim diapers are available at the Trout Creek Recreation Center front desk. Lifeguards may require a 10-minute potty break up to once per hour. In the event of a potty-accident in the pool, at most a mandatory 24-hour pool closure will be required.
- Must swim laps in lap pool during designated lap swim time.
- Only Coast Guard-approved life jackets are allowed in the pool. No other flotation devices are allowed.
- No running on pool deck.
- No diving.
- No loud obnoxious noises, screaming, shoving or pushing in or around pool, or breath holding games.
- No chewing gum.
- No hanging on lane lines.
- No alcohol and/or smoking is allowed.
- No glass is allowed.
- Only those 18 years and older are admitted in the steam room and sauna.
- Tampering with any facility equipment other than its intended use is absolutely prohibited and will result in immediate loss of privileges (i.e., Swimsuit spinner, sauna heater, lockers, ping pong table, etc.).

## 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 in effect until minor reaches the age of 18.*

## AUTHORIZATION TO TREAT A 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.

**COVID-19 and COMMUNICABLE DISEASES** (hereinafter, "Disease"): Participation in the Activity contains the risk of exposure to Disease, which cannot be eliminated by Tahoe Donner Association despite the preventative measures put in place by Tahoe Donner Association. **I AGREE** that reducing the risk of exposure to Disease is a responsibility to be shared by guests/participants, including myself, and Tahoe Donner Association. **I AGREE** to read and follow all posted warnings, signs, and guidelines at Tahoe Donner Association related to Disease and to abide by any/all governmental directives which may be in place. **I AGREE** that should I experience any symptoms of Disease (for example, fever, cough, shortness of breath, dizziness, loss of sense of taste and/or smell), or otherwise feel ill, I will refrain from coming to Tahoe Donner Association. **I FURTHER AGREE** to practice physical distancing of at least six (6) feet from other guests/participants, including while in lessons and lines; to wear a face covering over my mouth and nose when in when inside the facility, including while using the gym, locker room and lobby, and to wash/sanitize my hands frequently while at Tahoe Donner Association. **I FURTHER AGREE** to wear a face covering over my mouth and nose while working out, in lines, class, inside the building, including but not limited to: the lobby gym, hallways and locker room.

**I FREELY AND VOLUNTARILY** assume any/all risks associated with my participation in the Activity, including the risk of exposure to Disease, even if arising from the alleged NEGLIGENCE of Tahoe Donner Association.

**I FREELY AND 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: \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_