



The Spot Participant Information and Waiver of Liability Form 2017-2018

Participant name: _____

First

Last

Grade: _____ Date of Birth: ____ / ____ / ____ School: _____

Primary Guardian: _____

First

Last

Home Phone: (____) _____ Work/Cell Phone: (____) _____

Primary Guardian: _____

First

Last

Home Phone: (____) _____ Work/Cell Phone: (____) _____

Hold Harmless and Parent/Guardian Indemnify Agreement

I understand and agree that:

1. This release is intended to discharge in advance the city, its officers, employees and agents from and against any and all liability, except for their sole negligence or intentional acts, connected in any way with the participation of myself or my minor children in activities.
2. The described activity may be of hazardous, strenuous, and/or physical nature.
3. Participation in the described activity may occasionally result in injury, death or property damage.
4. Knowing the risk involved, nevertheless, I voluntarily request permission for myself or minor child to participate in the described activity.
5. I hereby assume any and all risks of injury, death or property damage and to release and hold harmless the city, its officers, employees & agents, except for their sole negligence or intentional acts.
6. This waiver, release and assumption of risk are to be binding on the heirs and assigns.
7. I will indemnify and hold the city harmless from any loss, liability, damage, cost or expense, including litigation, which they may incur as a result of any injury and/or property damage which myself or my minor children may sustain while participating in said activities.
8. I will make good any loss or damage or cost the city may have to pay if any litigation arises on account of any claim made by said minors or by anyone on said minor's behalf.
9. In the event that said minor requires medical or surgical treatments while under the supervision of said city personnel in connection with the described activity, such supervision may authorize treatment. I will pay all medical, hospital, or other expenses which I or my minor children may incur as a result of such treatment;
10. I will pay all medical, hospital, or other expenses which I or my minor children may incur as a result of such treatment.

11. I expressly permit said minor child to travel by private automobile to activities and events related to the described activity.
12. Activities are not child care as defined by the State of California.
13. I understand city staff may photograph or videotape me and/or my minor children and the city may use such photographs or videotapes to promote city programs and classes. I expressly allow, and hereby waive any objection to, the City's photographing and/or videotaping of me and/or my minor children when I and/or my minor children are participating in a city recreation program. I understand all photos and videotapes will remain the property of the City of Davis.
14. The City is not responsible for children following the dismissal of a program (except as otherwise noted in specific program areas).

Behavior Policy

It is the goal of the Community Services Division to provide safe, positive and fun experiences for all participants in our programs. In order to achieve this goal, the following program policies must be followed. Participants will:

- Be respectful of the feelings and properties of others
- Not interfere with the learning of other participants
- Follow instruction and rules as stated by your instructor or leader
- Not verbally or physically harm another person or property
- Use appropriate language

Consequences for misbehavior are usually progressive and reflect the severity of the unacceptable behavior. Listed below is a progression of discipline. Please note that discipline may not be sequential and one severe act could lead to dismissal from our programs.

- Warning
- Break time-time away from the group to think about things
- Phone call to the parent/guardian
- Removal of the child for the day or temporary suspension from the program
- Dismissal from the program

In/out Policy

The Spot is a drop in program provided free of charge by the City of Davis Parks and Community Services Department and the Mary L. Stephens Davis Branch Library. Participants may come and go at any time during the duration of the daily program. The Spot staff members are only responsible for supervising participants present in the Blanchard room of the Mary L. Stephens Library who have submitted a completed and signed Participant Information and Waiver of Liability form. Participants are responsible for notifying a staff member when they leave the program for the day.

I certify that I have custody or am the legal guardian of said minors by court order, and that I and my minor children are physically able to participate in the described activities. I have carefully read this Waiver of Liability and Indemnification Agreement and fully understand its contents. I am aware that this is a release of liability and a contract between myself and the City of Davis, and that I sign it of my own free will. The City may accept future phone-in registrations and these provisions.

Printed Name

Signature

Date

Printed Name

Signature

Date