

ID # _____
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**— Lifeguard Applicant Swim Test —**

*To be used for Applicants for all Open Water Lifeguard Classifications (Permanent and Seasonal)*

**Not to be used for Current Department Employees**

**EXPRESS ASSUMPTION OF THE RISKS, RELEASE FROM LIABILITY AND INDEMNITY AGREEMENT**

**This document affects the participant's legal rights. The participant (and parent or legal guardian if participant is a minor) must read and understand this document before signing. This waiver, even if signed, shall not apply to any current Department employee taking the swim test.**

LOCATION OF LIFEGUARD SWIM TEST		TEST DATE	TEST TIME
PARTICIPANT NAME <i>(Last, First, MI)</i>	CELL PHONE NO.	E-MAIL ADDRESS	
MAILING ADDRESS			
CONTACT PERSON IN CASE OF EMERGENCY		CONTACT PHONE NO.	ALTERNATE PHONE NO.
CHECK ONE <input type="checkbox"/> I am 18 years of age or older. <input type="checkbox"/> I am under 18 years of age. Name of parent or legal guardian: _____			

<b>PERMISSION TO PARTICIPATE</b>	
<i>(Parent or legal guardian must sign this section if participant is a minor under 18 years of age.)</i>	
<p>I hereby declare that I am the parent or legal guardian of the above-named participant, and that I give him/her permission to participate in the Lifeguard Swim Test. I also declare that I am signing the following "Express Assumption of the Risks, Release from Liability and Indemnity Agreement" on behalf of myself and my child for his/her participation in the Lifeguard Swim Test.</p>	
PARENT OR LEGAL GUARDIAN SIGNATURE	TEST ADMINISTRATOR INITIALS <i>(Administrator must initial to certify witnessing of Parent/Guardian signature.)</i>
▶	▶

<b>EXPRESS ASSUMPTION OF THE RISKS, RELEASE FROM LIABILITY AND INDEMNITY AGREEMENT</b>
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I understand and acknowledge that the Personnel Board of the State of California has prescribed minimum qualifications for the classifications of Lifeguard I (Seasonal), Lifeguard II (Seasonal), Lifeguard Cadet, Lifeguard, and Lifeguard Supervisor I, II and III, which include, but are not limited to, skills in open water swimming and the use of rescue equipment. I also understand and acknowledge that the State of California, Department of Parks and Recreation (hereinafter referred to as "State") requires all applicants for the above positions to demonstrate the physical strength, endurance, agility, swimming skills and skills in the use of rescue equipment that are necessary and applicable to such positions, and has therefore scheduled the above time and place for the Lifeguard Swim Test.

I understand and acknowledge that the Lifeguard Swim Test in which I (or my child, if participant is a minor) will be participating, conducted by the State, inherently bears known and unknown risks of personal injury, illness, death and property damage for the participant as well as others, including, but not limited to, (a) accidental injury or death from the activity itself; (b) contact with plants or animals; (c) adverse weather conditions; (d) latent or apparent defects or conditions in equipment or property used; (e) the negligent or careless acts or omissions of the State, its officers, employees, servants and/or agents.

**EXPRESS ASSUMPTION OF THE RISKS, RELEASE FROM LIABILITY AND INDEMNITY AGREEMENT**

*(Lifeguard Applicant Swim Test) (Continued)*

My (or my child's) participation in the above-named event or activity is voluntary, based on an independent assessment of the risks and without reliance on any representations or advice by employees or representatives of the State or any other person. Therefore, I (and my child) hereby expressly agree to assume all risk of injury, wrongful death and/or property damage that I (and/or my child) might suffer as a result of or in connection with participation in the above-named event or activity, even if it occurs as a result of the negligence of the State and/or its officers, employees, servants and/or agents.

In consideration for being accepted to be a participant in the above-named event or activity, I (and my child) do hereby expressly waive, release, relinquish and discharge any and all claims and legal actions for personal injury, wrongful death or property damage against the State, its officers, employees, servants and/or agents, arising from or in connection with my (or my child's) voluntary participation in the above-named event or activity, including but not limited to, claims and legal actions related to incidental activities such as emergency rescue actions. **I (and my child) expressly agree that this waiver, release, relinquishment and discharge of liability applies even if the State, its officers, employees, servants and/or agents are negligent or otherwise at fault.**

I (and my child) also agree to protect, defend and indemnify the State, its officers, employees, servants and/or agents, and hold them harmless from all claims and legal actions, including those of third parties, for personal injury, death or property damage arising from or in connection with my (or my child's) conduct, negligent or otherwise, while participating in the above-named event or activity. These indemnities shall apply even if the State, its officers, employees, servants and/or agents are negligent or otherwise at fault.

**I understand that by initialing and/or signing this document on behalf of myself (and my child), I (and my child) are giving up important legal rights and possible claims that I (and/or my child) might otherwise assert or make against the State, its officers, employees, servants and/or agents. I also understand that by signing this document on behalf of myself (and my child), I (and my child) assume responsibility and legal liability for claims or other legal actions that may be asserted against me (and/or my child), and/or the State, its officers, employees, servants and/or agents as a result of my (or my child's) conduct, negligent or otherwise, in connection with the above-named event or activity.**

I understand that the event or activity in which I (or my child) wish to participate requires certain minimum physical and mental capabilities, and may involve strenuous and/or dangerous activities. I warrant that I (or my child) have no known physical or mental conditions that would prevent me (or my child) from safely participating in the above-named event or activity without any restrictions. I also certify that I (or my child) have the ability and experience, and the visual and hearing acuity, necessary to perform this Lifeguard Swim Test without risk to myself (or himself/herself) or others.

I hereby execute this agreement on behalf of myself (and my child). I declare that I am executing this agreement voluntarily, and that the State made no representations to induce or coerce me to sign this document. I agree that the terms of this document are binding on me (and my child), my heirs, legal representatives and assigns (and the heirs, legal representatives and assigns of my child).

PARTICIPANT SIGNATURE

DATE

PARENT/LEGAL GUARDIAN SIGNATURE IF PARTICIPANT IS A MINOR

DATE