

**2023 WAIVER AND RELEASE OF LIABILITY AGREEMENT FOR LOWDEN PARK POOL  
ALL PARTICIPANTS MUST SIGN – STUDENTS, TEACHERS, AIDES, VOLUNTEERS**

In consideration of being permitted to use the LOWDEN PARK swimming pool and/or participate in aquatic programs they offer to my child or myself (if applicable), my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, represent that I understand the nature of this activity, including the possible risks, including that of personal or bodily injury and that myself and/or my child is in good health, in proper physical condition to participate in this activity, I understand the importance of checking with my doctor prior to starting any recreational program.
2. HEREBY RELEASE, DISCHARGE, AND CONVEYANT NOT TO SUE Lowden Park Pool or any of its subsidiaries, agents, volunteers, promoters/sponsors, employees, including, but not limited to the County of Trinity, Lowden Aquatic Park Project, Douglas City Elementary School, Weaverville Elementary School, Trinity Alps Unified School District, Lewiston Elementary, Junction City Elementary, Weaverville/Douglas City Parks & Recreation District, (“Releasees”) for any injury caused or alleged to be caused in whole or in part by the negligence of any Releasee or otherwise in connection with my use of the swimming pool and/or participation in their aquatic programs and/or school program.
3. I further agree that if, despite this Waiver and Release of Liability Agreement, I, or anyone on my behalf, makes a claim against any of the Releasees, I will INDEMNIFY and HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.
4. I further agree that my child and I (if applicable) will abide by all the swimming pool rules, which are distributed prior to entry and posted in the pool area, written and/or orally issued by the lifeguard or any staff of LOWDEN PARK POOL.

**CONSENT TO TREATMENT – MUST BE SIGNED BY ALL TO ENTER FACILITY-INCLUDES  
TEACHERS/AIDES/VOLUNTEERS**

**Initials:** \_\_\_\_\_ In the event of sudden illness, accident or injury that may occur while participant is engaged in aquatic activities, the above representatives, agents or assignees, when a parent, guardian, spouse, or physician cannot be contacted, I hereby give my consent pursuant to California Civil Code #25.8 for emergency treatment when necessary, by a licensed physician in the State of California. Participant’s medical history (allergies, disabilities, etc.)

**Initials:** \_\_\_\_\_ *By signing below, I understand that my and/or my child’s participation in any LPP program is voluntary and that there is a potential risk of exposure to illness, including COVID-19. I also understand that LPP and/or WDCPRD cannot guarantee that me and/or my child will not be exposed or contract illness including COVID-19 while attending a LPP Program. I also agree that I will keep myself and/or my child home should me/he/she show any symptoms of illness including cough, fever, or similar flu-like symptoms in advance of any program day. Further, I will remove myself or pickup my child from the LPP program immediately upon notification that he or she is exhibiting any such symptoms.*

I have read and understand the above listed information, the Consent to Treatment, COVID-19 Release, the Lowden Park Rules and acknowledge my consent to the terms of the Waiver and Release of Liability for my child and myself (if applicable), by signing below.

X _____	X _____	X _____
<b>Child’s Name (Participant)</b>	<b>Name of School and Teacher</b>	<b>Grade</b>
X _____	X _____	X _____
<b>Signature of Parent/Guardian (If participant is child under 18)</b>	<b>Parent’s/Adult Printed Name</b>	<b>Date</b>
X _____	X _____	X _____
<b>Signature of Teacher/Aide/Volunteer (For Adult Individual Participant)</b>	<b>Printed Name</b>	<b>Date</b>

Preferred Physician: \_\_\_\_\_

Name of Emergency Contact \_\_\_\_\_ Emergency Contact # \_\_\_\_\_

# LOWDEN PARK POOL RULES

## READ BEFORE SIGNING

1. Always follow directions from the lifeguard and/or other staff members.
2. Rules apply to ALL who enter facility.
3. WALK around the pool deck – No running or jogging – EVER!
4. NO spitting
5. NO bad / inappropriate language.
6. NO chewing gum or eating seeds.
7. DO NOT jump into the pool backwards.
8. Flipping or spinning into pool is NOT allowed.
9. Look before you leap – check to make sure the area is clear of people BEFORE jumping into pool so you do not jump onto anyone.
10. Diving is allowed ONLY in the deep end of the pool (5 Feet or greater). Do not dive into shallow waters of less than 5 feet.
11. Keep your hands to yourself – Splashing, dunking, pushing, grabbing someone under water, carrying, piggy back rides, chicken fights, or other rough play is NOT allowed.
12. DO NOT push, throw or force anyone into the pool.
13. There is not any hot water - DO NOT play in the showers. Please turn showers off when done if you decide to rinse off.
14. Food and drinks must be consumed away from the pool. Food and drink is NOT allowed in the pool.
15. Glass containers will NOT be allowed in the facility.
16. NO open wounds or participants with infections are allowed in the pool. You might need to have a Doctors note to regain entry.
17. Parents who are attending the pool with a “non-swimming” child must remain within arms reach of the child AT ALL TIMES.
18. Lifejackets and foam noodles are the only floatation devices allowed at this facility. No arm floaties, blow-up rings, rafts, etc. (Except for special occasions – with GM’s approval)
19. The Lowden Park Pool is NOT a childcare facility. **The staff is NOT responsible for keeping your child within the facility if you leave. Staff is not responsible to keep your child within the facility.**
20. If you are a minor (under age 18) and are asked to leave due to disciplinary reasons, your parent(s) may need to read and sign the Discipline Report before you may return.
21. The pool is NOT A BATHROOM. If you need to use the “potty,” please use the restrooms located in the bath house. If someone poops in the pool, it is immediately shut down for a minimum of 12 to 24 hours for cleaning. Please be responsible and don’t ruin it for everyone else!
22. All Public Health Guidelines will be observed. You may be asked to leave the facility if you choose not to follow facility rules or guidelines.
23. **Rule from the State of California** – “NOTICE – PERSONS HAVING CURRENTLY ACTIVE DIAHRREA OR WHO HAVE HAD ACTIVE DIARRHEA WITHIN THE PREVIOUS 14 DAYS SHALL NOT BE ALLOWED TO ENTER THE POOL WATER”
24. **NO REFUNDS** will be given if a patron is asked to leave for disciplinary reasons.

\*ONLY TWO (2) VERBAL WARNINGS WILL BE ISSUED BEFORE YOU ARE ASKED TO LEAVE FOR THE DAY.\*

**Reminder:** The pool will close when thunder/lightening, extreme cold weather, or other severe weather is present. The pool also closes for facility maintenance conditions and annual scheduled events.

**I have read the rules listed above and I agree to follow them at all times while visiting Lowden Park pool.**

X \_\_\_\_\_ X \_\_\_\_\_ X \_\_\_\_\_  
Participant Name Parent/Guardian/Adult Signature Date

## **WAIVER AND RELEASE OF LIABILITY**

**IN CONSIDERATION OF** the risk of injury that exists while participating in RANCH VISIT (hereinafter the "Activity"); and

**IN CONSIDERATION OF** my desire to participate in said Activity and being given the right to participate in same;

**I HEREBY**, for myself, my heirs, executors, administrators, assigns, or personal representatives (hereinafter collectively, "Releasor," "I" or "me", which terms shall also include Releasor's parents or guardian if Releasor is under 18 years of age), knowingly and voluntarily enter into this WAIVER AND RELEASE OF LIABILITY and hereby waive any and all rights, claims or causes of action of any kind arising out of my participation in the Activity; and

**I HEREBY** release and forever discharge ONE THING RANCH/LEWISTON FLEECE DEPARTMENT, located at 4900/4361 Lewiston Rd, Lewiston, California 96052, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns (collectively "Releasees"), from any physical or psychological injury that I may suffer as a direct result of my participation in the aforementioned Activity.

**I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO: PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL TO AND FROM THE ACTIVITY, OR FROM CONDITIONS AT THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY.**

**I FURTHER AGREE** to indemnify, defend and hold harmless the Releasees against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs.

**I FURTHER ACKNOWLEDGE** that Releasees are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Releasees. In the event that I should require medical care or treatment, I authorize One Thing Ranch/Lewiston Fleece Department to provide all emergency medical care deemed necessary, including but not limited to, first aid, CPR, the use of AEDs, emergency medical transport, and sharing of medical information with medical personnel. I further agree to assume all costs involved and agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

**I FURTHER ACKNOWLEDGE** that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. I agree not to participate in the Activity unless I am medically able and properly trained, and I agree to abide by the decision of the One Thing Ranch/Lewiston Fleece Department official or agent, regarding my approval to participate in the Activity.

I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE One Thing Ranch/Lewiston Fleece Department AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST One Thing Ranch/Lewiston Fleece Department FOR PERSONAL INJURY OR PROPERTY DAMAGE.

To the extent that statute or case law does not prohibit releases for ordinary negligence, this release is also for such negligence on the part of One Thing Ranch/Lewiston Fleece Department, its agents, and employees.

I agree that this Release shall be governed for all purposes by California law, without regard to any conflict of law principles. This Release supersedes any and all previous oral or written promises or other agreements.

In the event that any damage to equipment or facilities occurs as a result of my or my family's or my agent's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any such actions of neglect or recklessness.

THIS WAIVER AND RELEASE OF LIABILITY SHALL REMAIN IN EFFECT FOR THE DURATION OF MY PARTICIPATION IN THE ACTIVITY, DURING THIS INITIAL AND ALL SUBSEQUENT EVENTS OF PARTICIPATION.

**THIS AGREEMENT** was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both Participant, \_\_\_\_\_ and One Thing Ranch/Lewiston Fleece Department agree that this agreement is clear and unambiguous as to its terms, and that no other evidence shall be used or admitted to alter or explain the terms of this agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

In the event of an emergency, please contact the following person(s) in the order presented:

**Emergency Contact**

**Contact Relationship**

**Contact Telephone**

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I, THE UNDERSIGNED PARTICIPANT, AFFIRM THAT I AM OF THE AGE OF 18 YEARS OR OLDER, AND THAT I AM FREELY SIGNING THIS AGREEMENT. I CERTIFY THAT I HAVE READ THIS AGREEMENT, THAT I FULLY UNDERSTAND ITS CONTENT AND THAT THIS RELEASE CANNOT BE MODIFIED ORALLY. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND THAT I AM SIGNING IT OF MY OWN FREE WILL.

Participant's Name:

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Participant's Address:

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Signature:

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Date:

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PARENT / GUARDIAN WAIVER FOR MINORS

In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian, as follows:

**I HEREBY CERTIFY** that I am the parent or guardian of \_\_\_\_\_,  
named above, and do hereby give my consent without reservation to the foregoing on behalf of  
this individual.

**Parent / Guardian Name:** \_\_\_\_\_

**Relationship to Minor:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Six Rivers Rafting Participant Release of Liability and Assumption of Risk Agreement**

*\*Read before signing\**

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

In consideration of being allowed to participate in any way in the program, related events, and/or activities, I the undersigned, acknowledge, appreciate and agree that:

1. The risk of injury for the activities involved in this program is significant, including the potential for permanent paralysis and death.
2. I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the releases or others and assume full responsibility or my participation.
3. I willingly agree to comply with terms and conditions for participation. If I observe any unusual significant hazard during my presence or participation I will removed myself from participation and bring such to the attention of the nearest official immediately.
4. By participation in or attending any activity in the connection with this program, whether on or off the premises, I consent to the use of any photographs, pictures, film or video taken of m or provided by me for the publicity, promotion, websites or any other use, and expressly waive any right of privacy, compensation, copyright, or other ownership right connected to same.
5. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release, indemnify, and hold harmless the Six Rivers Rafting, its officers, officials, agents and or employees, other participants, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event (Releases), from any and all claims, demands, losses, and liability arising out of or related to any injury, disability, or death I may suffer, or loss or damage to person or property, whether arising from negligence of the Releases or otherwise, to the fullest extent permitted by law.

I have read this release of liability and assumption of risk agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement.

Participant's Signature: \_\_\_\_\_ Age: \_\_\_\_\_ Date: \_\_\_\_\_

Participant's Signature: \_\_\_\_\_ Age: \_\_\_\_\_ Date: \_\_\_\_\_

Participant's Signature: \_\_\_\_\_ Age: \_\_\_\_\_ Date: \_\_\_\_\_

Email: \_\_\_\_\_ Emergency Phone Number: \_\_\_\_\_

**For parents/guardians of participant of minor age (under age 18 at time of registration)**

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release and provided above of all the Releases, and for myself, my heirs, assigns, and next of kin. I release and agree to indemnify and hold harmless the Releases from any and all liability incidents to my minor child's involvement or participation in these programs and provided above, even if arising from the negligence of the releases, to the fullest extent permitted by law.

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

For official use only

Trip Date: \_\_\_\_\_ Full Day / Half Day /Overnight      Number of Adults: \_\_\_\_\_ Number of Youths: \_\_\_\_\_

Section of River: PP/ TT/ Hayden-Cedar/ Klamath / Other: \_\_\_\_\_      Guide: \_\_\_\_\_

Payment Type: Cash / Card / Check / Gift Certificate      Amount Paid: \$ \_\_\_\_\_

Credit Card Number: \_\_\_\_\_ Ex: \_\_\_\_\_ CVS: \_\_\_\_\_ Zip: \_\_\_\_\_

\*If the guest is paying with an alternative credit card (other than the card they reserved the trip with) at Big Flat a receipt will be emailed to them.



## General Release Right of Publicity

1. I grant Glaxo Group Limited, GlaxoSmithKline Plc and all subsidiaries of GlaxoSmithKline Plc and its affiliates (together "GSK") the right to use, copy, synchronize, edit, distribute, publish, display and exhibit all video, photographs, recordings/sounds, statements and any other media (together, "Media") that GSK records or obtains of, about, or including me or my property, in accordance with this General Release.
2. The Media may be used for any purpose and without limit in time or form of media on a worldwide basis.
3. I understand and agree that the Media may or may not contain attributions specifically identifying me or any of my property. GSK shall be under no obligation to submit to me the final edit of the Media for my approval prior to distribution or use thereof.
4. GSK may reproduce, display or otherwise disseminate the Media in whole or in part.
5. I acknowledge that I will receive no compensation from GSK other than any goodwill and publicity that I may receive relating to the publication, distribution or other use of the Media as set forth in this General Release.
6. I acknowledge that either GSK or its licensees are the sole and exclusive owners of all right, title, and interest in and to the copyright and any and all other intellectual property rights, worldwide, in the Media and the individual components thereof. Any copyright, rights in product and brand names including trade mark rights and/or design rights, and/or any other intellectual property rights featured in the Media that belong to GSK, shall remain the exclusive property of GSK and TFI.

***I represent and warrant that I am over the age of eighteen (18) years and have read and understood the content of this General Release.***

Signature: .....

***\*Parent/guardian must sign for model/subject under 18 years of age.***

Name (print): .....

Date: .....





## Liberación de Responsabilidad General Derecho de Publicidad

1. Otorgo a Glaxo Group Limited, GlaxoSmithKline Plc y a todas las subsidiarias de GlaxoSmithKline Plc y sus afiliadas (en conjunto, "GSK") el derecho a usar, copiar, sincronizar, editar, distribuir, publicar, mostrar y exhibir todos los videos, fotografías, grabaciones/sonidos, declaraciones y cualquier otro medio (en conjunto, "Medios") que GSK registre u obtenga de, sobre o incluyéndome a mí o a mis pertenencias, de acuerdo con esta Liberación de Responsabilidad General.
2. Los Medios se pueden utilizar para cualquier propósito y sin límite de tiempo o forma de medios a nivel mundial.
3. Entiendo y acepto que los Medios pueden o no contener atribuciones que me identifiquen específicamente a mí o a cualquiera de mis pertenencias. GSK no tendrá la obligación de enviarme la edición final de los Medios para mi aprobación antes de su distribución o uso.
4. GSK puede reproducir, mostrar o difundir los Medios en su totalidad o en parte.
5. Reconozco que no recibiré ninguna compensación de GSK que no sea la buena voluntad y publicidad que pueda recibir en relación con la publicación, distribución u otro uso de los Medios como se establece en esta Liberación de Responsabilidad General.
6. Reconozco que GSK o sus licenciatarios son los propietarios únicos y exclusivos de todos los derechos, títulos e intereses sobre los derechos de autor y todos los demás derechos de propiedad intelectual, en todo el mundo, en los Medios y los componentes individuales de los mismos. Todos los derechos de autor, derechos sobre productos y nombres de marcas, incluidos los derechos de marcas comerciales y/o derechos de diseño, y/o cualquier otro derecho de propiedad intelectual que aparezca en los Medios que pertenezcan a GSK, seguirán siendo propiedad exclusiva de GSK y TFI.

***Declaro y garantizo que soy mayor de dieciocho (18) años y que he leído y comprendido el contenido de esta Liberación de Responsabilidad General.***

Firma: .....

***\*El padre/madre/tutor legal debe firmar para el modelo/sujeto menor de 18 años.***

Nombre (en letra de imprenta): .....

Fecha: .....