

1. RELEASE FROM LIABILITY: In consideration of the acceptance of myself and or my dependent's application to be a participant in the Parks and Recreation program/class/trip (hereinafter referred to as "the program"), I hereby agree to assume all risks attendant upon myself and/or my dependent while participating in the program. I hereby waive, release, and discharge any and all claims for damages for death, personal injury or property damage which I or my dependent may have, or which may hereafter accrue to me or my dependent, as a result of my or my dependent's participation in the program. I agree to save and hold harmless from liability the City of Oceanside, all other city agencies and/or any of their agents, volunteers, or employees by reason of accident, death, injury or damages to persons or property, which my dependent or I may suffer while participating in the program. This release is intended to discharge in advance the City of Oceanside, all other city agencies and/or any of their agents, volunteers or employees by reason of any accident, death, injury or damages to persons or property which I or my dependent may suffer, from and against any and all liability arising out of or connected in any way with my dependent's participation in the program, even though that liability may arise out of negligence or carelessness on the part of the persons or entities mentioned above.

2. CODE OF CONDUCT: In consideration of the benefits of the program, I agree to abide by the Code of Conduct set forth in this section. I understand that this Code of Conduct ensures the quality and safety of the program, and that all program participants, staff, and volunteers are required to abide by this Code. The Code of Conduct states that: "All persons shall act with respect toward others, observing their privacy and safety. Physical or verbal abuse of any kind will not be tolerated and will result in the participant being asked to leave the program. All persons shall show respect to the property of others; intentional damage to, or theft of, such property or program equipment will result in the participant being asked to leave the program. Program rules and regulations shall be observed at all times. While staff is committed to having the participant enjoy the experience, inappropriate behavior may result in a participant being asked to leave." No refunds will be given in the event that a participant is asked to leave the program for violating the Code of Conduct.

3. VIDEO AND PHOTOGRAPH RELEASE: I understand and agree that the City of Oceanside reserves the right to take and use videos and photos of participants, free of charge, to be used for publicity purposes in the City's program guide and/or other media publications.

4. ELDER ABUSE MANDATED REPORTERS: I understand that City Parks and Recreation Department staff may be required by state law to report any suspected cases of elder abuse or neglect to the appropriate authority for investigation.

I, the undersigned, have read and understand the information listed above:

PARTICIPANT SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

(For Dependent Participants)

GUARDIAN SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_