

**CITY OF COSTA MESA  
PARKS AND RECREATION  
PARTICIPANT AGREEMENT AND WAIVER AND RELEASE OF LIABILITY  
DOWNTOWN AQUATIC CENTER**

I, \_\_\_\_\_ (Full legal name), desire to swim and/or otherwise undertake activities at the City of Costa Mesa's Downtown Recreation/Aquatic Center I am fully aware of the rules and regulations imposed by the State of California, the County of Orange, and the City of Costa Mesa relating to the COVID-19 pandemic, including the requirement that I must maintain social distancing of at least six feet from others, that I must wear a face mask, except while in the pool, and that I must follow all required Facility rules while on the premises of the Facility. I represent that:

- I am aware that persons over age 65 and persons with underlying health conditions are at greater risk of contracting COVID-19 and becoming ill, potentially risking death.
- I am not experiencing symptoms of COVID-19, such as a dry cough, fever, shortness of breath or difficulty breathing, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of sense of smell and/or taste.
- I have not been advised by a physician that I am COVID-19 positive.
- I am physically able to Participate in the Activity(ies) while following all rules of the City of Costa Mesa, including but not limited to:
  - Reserving lap swim time prior to entering the facility to swim
  - Providing my own swim equipment (i.e. kickboard, fins, paddles, etc.)
  - Limiting one person per lane.
  - Encouraged to arrive ready to swim as locker rooms are closed at this time.
  - Use designated entrance and exit in the facility, as the facility is one way traffic only.

In consideration for being permitted to Participate in the Activity(ies), I agree as follows:

1. **Assumption of Risk.** I fully understand that there are dangers, inherent and otherwise, in participating in the Activity(ies) and in engaging in participating during the COVID-19 pandemic. I further understand that my participation in the Activity(ies) may expose me to the risk of personal injury or death and/or causing me to acquire COVID-19 and transmit it to others. I hereby acknowledge that I am participating of my own free will in the Activity(ies) and I agree to assume the full risk of any injuries and/or damages and/or losses of any kind, regardless of severity and including death, that may occur if I Participate in the Activity(ies).
2. **Medical Release.** I authorize the City of Costa Mesa to provide or cause to be provided such medical treatment to me as may be necessary or appropriate if any injury occurs while I Participate in the Activity(ies).
3. **Waiver and Release of Liability.** I, intending to be legally bound for myself and my heirs, personal representatives, next of kin, and anyone who might make a claim on my behalf, hereby waive, release, and discharge the City of Costa Mesa, and its elected officials, officers, agents, employees, and volunteers from any and all claims for damages and/or liability, whether caused by any active or passive negligent act or omission of the City of Costa Mesa, or its elected officials, officers, agents, employees, and/or volunteers, or otherwise related to my participation and promise not to sue the City of Costa Mesa, or its elected officials, officers, agents, employees, and/or volunteers for any damages I incur in connection with my participation in the Activity(ies). This release and waiver extends to all claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown.
4. **Compliance with All Rules.** I agree to obey all rules and regulations applicable to the Activity(ies) and instructions provided by the Costa Mesa staff and volunteers during my participation in the Activity(ies).
5. **Miscellaneous.** I acknowledge and agree that this Agreement is binding upon my heirs, assigns and legal representatives. I agree that this Agreement is intended to be as broad and inclusive as is permitted by California law. I further agree that this Agreement is severable and that if any clause is found invalid, the balance of the Agreement will remain in effect, valid, and enforceable.

**I HAVE READ THIS AGREEMENT AND WAIVER AND RELEASE OF LIABILITY, KNOW, UNDERSTAND AND AGREE TO BE BOUND BY ITS CONTENTS, AND SIGN IT OF MY OWN FREE WILL.**

**Participant's Full Legal Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

If Participant is under the age of 18, a parent or legal guardian must read and sign this Agreement, agreeing to be bound by its terms and verifying that he/she is the parent and/or legal guardian of the minor.

**Parent/Legal Guardian Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_  
**Date:** \_\_\_\_\_



**AQUATIC PASSES**

**PLEASE PRINT AND FILL OUT COMPLETELY**

*Returning participants check here if address or phone numbers are new.*

**ADULT NAME:** \_\_\_\_\_ **Birthday (MM/DD/YY):**     /     /

**PHONE:**     **Primary:** (     )     **Secondary:** (     )     **Emergency:** (     )

**ADDRESS:** \_\_\_\_\_ **CITY:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

# VISITS	ADULT		SENIOR/JUNIOR		NON-RESIDENT FEE (PER PASS)		SUB-TOTA	TOTAL FEES
	QTY	FEE	QTY	FEE	QTY	FEE		
1	@	\$4 =	@	\$2 =	@	\$5 =		
10	@	\$38 =	@	\$18 =	@	\$5 =		
20	@	\$70 =	@	\$34 =	@	\$5 =		
30	@	\$90 =	@	\$42 =	@	\$5 =		

**Tax-deductible donation to Costa Mesa Foundation:** \_\_\_\_\_

**TOTAL DUE:** \_\_\_\_\_

By signing this, I hereby consent to treatment and all medical care deemed necessary as a result of accident or injury. I further agree to pay any and all costs incurred as a result of said treatment. By signing this I also agree to waive and release the Recreation Division and the City of Costa Mesa, its officers, agents, and employees from and against any and all claims, costs, liabilities, expenses or judgments, including attorney's fees and court costs arising out of my participating in CITY'S PROGRAMS or any illness or injury resulting therefrom, and hereby agree to indemnify and hold harmless CITY from and against any and all such claims, except for illness and injury resulting directly from gross negligence or willful misconduct on the part of CITY or its employees. Participants in programs are subject to being photographed and such photographs may be used to publicize future City programs. I understand I will not receive any compensation for such use.

*The City of Costa Mesa Recreation Division "Civility Conduct Policy" provides a safe, friendly and comfortable environment for our participants and staff to recreate together by "treating others as you want to be treated." I understand as a participant and/or my children as a participant who violates the "Civility Conduct Policy" and depending on the severity the following actions will apply: verbal warning; immediate removal from a program/event; denied future participation.*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**OFFICE USE ONLY**

Check #:	Check Amt :	Cash Amt:	Processed By:	Date:
Credit (circle): MC VISA AMEX DIS	Amt:		Entered By:	Date:
		I.D. Checked By:	Receipt #	