

# Cougar Swim School

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## APPLICATION FOR ADMISSION 2010 COUGAR AQUA CAMP

**Camp Location: San Lorenzo Valley High School 7105 Highway 9 Felton CA. 95018**

(One per camper)

Name of Camper (First, Middles, Last) \_\_\_\_\_

Age of Camper (\_\_\_\_), Gender of Camper (Male) (Female)

Name of Parent/Guardian \_\_\_\_\_

For Session Number (1) (2) (3) (4) (5) Date Selected: \_\_\_\_\_

Dep / Pymt \$ \_\_\_\_\_ Date received \_\_\_\_\_

Street \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_

Parent/Guardian Home phone \_\_\_\_\_, Cell Phone \_\_\_\_\_

Parent Email: \_\_\_\_\_

Camper Email : \_\_\_\_\_

(This is important! We send the majority of our correspondence via email!)

Grade \_\_\_\_\_ School \_\_\_\_\_ Year DOB (mo/day/yr) \_\_\_\_\_

Parent's/Guardian's Name \_\_\_\_\_

Relationship to camper \_\_\_\_\_

Person to be contacted in the event of an emergency \_\_\_\_\_

Secondary Parent/Guardian's \_\_\_\_\_

Billing Contact Name (if different from parent/guardian) Relationship \_\_\_\_\_

Address: \_\_\_\_\_

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

Name of Camper: \_\_\_\_\_

Who has legal custody of camper? \_\_\_\_\_

Who may pick up the camper at the end of each camp day; \_\_\_\_\_

Other individuals who may pick up the child

<p>Name and Phone Number:</p> <p>(1) _____</p> <p>(2) _____</p>	<p>Name and Phone Number:</p> <p>(3) _____</p> <p>(4) _____</p>
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Names and ages of camper siblings attending Cougar Swim Schools this summer

\_\_\_\_\_

If you are mailing in your application for the Aqua camp please provide the following

Make Check Payable to "Cougar Swim School" Number of enclosed check # \_\_\_\_\_

**Please Read and Sign: We cannot process your application until you sign and date below.**

Deposit and Refund Policy: PLEASE READ

Cougar Swim School has limited enrollment and can only accept a certain number of campers in each age group. Every application must be accompanied by the appropriate deposit: Please send full payment with all applications submitted after May 31st. All Cancellations must be submitted in writing.

**Day Camp Refund Policy.**

Cancellation of the selected session

Cancellation if received one week before the start of the selected session

Starting July 1st we reserve the right to retain the entirety of the tuition, but at our discretion we can give the following refund options:

Cancellation for Medical issue with documentation from a physician \$50 fee

Cancellation for Personal issue;

1) Rollover all tuition to the next session, less a cancellation fee of \$100

2) Receive a 50% refund, camp retains 50%

Name of Camper: \_\_\_\_\_

In every program /session offered by Cougar Swim School, **you will receive no refund if:**

- 1) Your camper is dismissed from camp. We reserve the right to ensure the safety and well being of all campers and to dismiss a camper, without refund, for misconduct or unsociable behavior as determined by the Owner/Directors.
- 2) You choose to withdraw a camper for any reason before he / she has completed the entire session they were enrolled for.

Camp is a wonderful experience for boys and girls and teaches them a great deal about themselves and the world around them. Part of the magic of camp is that the activities take place in the out of doors and campers are invited to explore new challenges. Obviously, with these challenges comes risk. Our purpose in this disclosure is not to worry you, but to point out that there are risks connected with the fun, excitement and adventure of a camp experience.

Cougar Swim School and Aqua Camp is operated at San Lorenzo Valley High School 7105 Highway 9 Felton, California. I do hereby give my permission to allow the above mentioned student/child to take part in Cougar Swim School, Cougar Aqua Day Camp offered by the Cougar Swim School at the SLV High School with the consent of the SLV Unified School District. Cougar Swim School is neither approved, carried out, nor supervised by the District, and Kurt Edwards, (Contractor) is solely responsible for the Cougar Swim School programs

Waiver of Liability, Assumption of Risk, and Indemnity Agreement Waiver: In consideration of permission to use, today and on all future dates, the property, facilities of the San Lorenzo Valley Unified School District, Cougar Swim School staff, equipment and services of Cougar Swim Schools, I, for myself, my heirs, personal representative or assigns, do hereby release, waive, discharge, and covenant not to sue, Cougar Swim Schools, The San Lorenzo Valley Unified School District, all officers, directors, shareholders, employees, agents, representatives, successors, assigns, and heirs (collectively, "related parties"), from liability from any and all claims including the negligence of related parties, resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in activities, classes, observation, and use of facilities, premises or equipment.

Assumption of Risks: Physical activity, by its very nature, and the use of San Lorenzo Valley High School property, facilities, and Cougar Swim School staff, equipment, and/or services carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. San Lorenzo Valley High School and Cougar Swim School has facilities for and provides for activities such as, but not limited to, hiking, swimming, diving, water polo, introduction to scuba (pool only) etc., I acknowledge that swimming and other aquatic sports are dangerous activities that may result in serious spinal injury or death and even with careful supervision. I agree to release, indemnify, hold harmless Kurt Edwards, his employees, agents, volunteers, & waive all claims, liability, (including attorney's fee) for property damage, bodily injury, & death arising from my/child's negligence or willful misconduct relating to my or my child's participation in the swimming program

Some of these involve situations, environments or activities that may lead to illness, physical injuries, psychological stress or damage. The specific risks vary from one activity to another, but the risks range from

- 1) Minor injuries such as scratches, bruises, strains, sprains, contact with poisonous plants, heat exhaustion, dehydration and embarrassment
- 2) Major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions
- 3) catastrophic injuries including paralysis and death.

Name of Camper: \_\_\_\_\_

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in the activities made possible by Cougar Swim Schools I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD HARMLESS Cougar Swim Schools, the San Lorenzo Valley Unified School District and related parties from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement at Cougar Swim Schools and to reimburse them for any such expenses incurred.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Choice of Law; Jurisdiction. All questions with respect to the construction of this agreement and the rights and liabilities of the parties shall be determined in accordance with the applicable provisions of the laws of the state of California.

Acknowledgement of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Cougar Swim School cannot accept responsibility for any personal items lost or damaged.

Cougar Swim School may use any pictures or videos taken of campers and families during camp time. This includes digital images, which may be posted on our web site. We may transfer the rights to use images of campers to third parties.

It is essential that any pertinent information, including any social, emotional or physical problems that might limit a camper's active participation in camp activities be discussed with the director/owner prior to acceptance and attendance at camp. We want this to be a successful experience for the camper and the camp. This confidential information may be sent by letter, telephone, fax, or personal visit.

I have read and understood all of the above conditions and having enrolled a camper at Cougar Swim School agree to be bound by them.

Signature of parent or legal guardian \_\_\_\_\_ Date \_\_\_\_\_