

## **Coastal Kiddos Terms, Conditions and Release of Liability Waiver**

This Release and Waiver of Liability (the “Release”) is executed on this \_\_\_\_\_ (day) of \_\_\_\_\_ (month), 20\_\_ by \_\_\_\_\_ (“Guardian”) the Parent/Legal Guardian of \_\_\_\_\_ (“Child(ren)”). I attest that I am the Parent or Legal Guardian of the Child(ren) named in this Waiver and Release, and that I have the authority to execute this Waiver and Release on behalf of the Minor. In consideration for participating in Coastal Kiddos (“Program”), both Child(ren) and Parent/Legal Guardian hereby freely and voluntarily, without duress, execute this Release.

### **DEFINITIONS**

I understand that the term “Coastal Kiddos” as used in this document means and includes all current and former officers, directors, employees, agents, contractors, and affiliated or related entities of BD Industries L.L.C.; the term “I” means and includes any participant 18 years or older, or the parent or legal guardian of any participant who is younger than 18 years of age; “Child(ren)” refers to the Minor named in this Waiver and Release whom I have the authority to execute this Waiver and Release for. “Coastal Kiddos staff” refers to all people holding responsibility for a program whether employee, contractor, volunteer of Coastal Kiddos; and the term “Program” means the Coastal Kiddos program in which the Child(ren) has enrolled or joined.

Initial (\_\_\_\_\_)

### **ACKNOWLEDGMENT AND ASSUMPTION OF RISKS**

I understand that during my Child(ren)’s participation in this Program, my Child(ren) may be exposed to a variety of risks and hazards, foreseen or unforeseen, which cannot be eliminated without fundamentally altering the unique character of the Program. These inherent risks include, but are not limited to, risks and hazards including animals such as insects and spiders, falling, and drowning. I understand that this description of the risks involved is not complete, and that other unknown or unanticipated risks may result in property loss or injury. I acknowledge, agree and represent that I understand the nature of this Program and that my minor Child(ren) is qualified, in good health, and in proper physical condition to participate in such activities. I acknowledge that participation in this Program entails known, unknown and unanticipated risks, seen and unseen, which could result in physical or emotional injury, paralysis, death, and damage to property or third parties. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity.

As a condition of my Child(ren)’s participation in the Program, I agree to assume full responsibility for all the risks that such participation may entail. My Child(ren)’s participation in this Program is entirely voluntary, and I elect to participate with full knowledge of the inherent risks. I understand that Coastal Kiddos assumes no responsibility for any injury to my Child(ren) resulting from his/her/their participation in the Program, and I agree to assume all risk and bear full responsibility for any injury or damage my Child(ren) may suffer while participating. My Child(ren) has/have no physical or mental limitations which would preclude his/her/their safe participation of this Program and/or I assume all risks that may be created by such limitations.

I further certify that neither my Child(ren) nor I am currently mentally impaired or under the influence of drugs or alcohol; and I am otherwise legally competent to understand and enter into this Agreement for and on behalf of my Child(ren). I am assuming the hazard of this risk because my Child(ren) wishes to participate in this Program. The risks outlined in this Agreement are not exhaustive and I acknowledge that there may be other risks, hazards, and dangers that, based on the circumstances, are integral to this Program. I acknowledge that, by signing this document, I am releasing Coastal Kiddos and their representatives, agents, employees, volunteers, members, sponsors, promoters, and affiliates (collectively "releasees") from liability, and that I am giving up substantial legal rights. This form is a contract with legal and binding consequences and it applies to all activities in which my child engages during the Program, regardless of whether such activity is a part of a formal Program. I have read this release carefully before signing. I understand what this release means and what I am agreeing to by signing.

Initial (\_\_\_\_)

### **RELEASE AND INDEMNIFICATION**

In consideration of my Child(ren)'s participation in the Program and the services and amenities provided by Coastal Kiddos, I voluntarily agree to:

- (1) release, discharge, and hold harmless Coastal Kiddos, to the fullest extent permitted by law, from any and all claims, demands, damages, losses, or liabilities, including, but not limited to, claims for personal injury or death, even if caused by the negligence of Coastal Kiddos (but not its willful or wanton misconduct), arising out of or in any way connected to the program or my participation in the program; and
- (2) indemnify and defend Coastal Kiddos, to the fullest extent permitted by law, from and with respect to any and all claims, demands, liabilities, damages or costs, even if caused by the negligence of Coastal Kiddos (but not its willful or wanton misconduct), arising out of or in any way connected with the program, or my participation in the program, or occurring during the inclusive dates of my attendance at the program, and/or from any medical treatment I may receive during the program.

I hereby indemnify, hold harmless and release Coastal Kiddos, its shareholders, directors, officials, representatives, agents and employees from any and all loss, claims, damage, or liability which might arise out of my Child(ren)'s participation in the Program. This release is binding on his/her/their heirs, assigns and agents.

**THIS IS A VOLUNTARY RELEASE OF ALL CLAIMS. PLEASE READ CAREFULLY BEFORE SIGNING.** I have read this Waiver of Liability, Acknowledgement and Assumption of Risk, and Indemnity Agreement and understand that I have given up substantial rights by signing it and have signed it freely and voluntarily.

Initial (\_\_\_\_)

### **RULES AND BEHAVIOR GUIDELINES AND AGREEMENTS**

I understand that my Child(ren)'s behavior at Coastal Kiddos must comply with all rules and regulations of Coastal Kiddos, the laws of California, and the United States of America and I, as the guardian of my Child(ren), am responsible for my Child's behavior at Coastal Kiddos. I and my Child(ren) acknowledge and will abide by the guidelines established for the program in order to participate. My Child(ren) will comply with ALL Coastal Kiddos rules, both written and as stated to him/her/them by Coastal Kiddos staff during his/her/their participation in the Program. My Child(ren) will obey Coastal Kiddos staff in regard to those rules as they affect his/her/their safety, other participants and observers, the property of Coastal Kiddos, and all resources used in conjunction with the Program. The general guidelines of conduct are:

1. Participants must take responsibility for their safety by carefully listening to rules and following instructions. Unsafe behavior, failure to follow instructions, or extremely disruptive behavior may result in dismissal from the program without a refund.
2. Use and/or possession of weapons, firecrackers, drugs, alcohol, tobacco, matches, lighters or other items deemed dangerous is strictly forbidden.
3. Participants may not damage Coastal Kiddos property or the personal property of others. I agree my Child(ren) understand and will abide by the following codes of conduct:
  1. My Child(ren) will wear closed toed shoes while at Coastal Kiddos and will wear the appropriate attire to protect him/her/themselves from the sun and elements (hat, long sleeves, sunscreen, sunglasses, etc.)
  2. My Child(ren) will drink sufficient liquid to keep hydrated and I will send my Child(ren) to Coastal Kiddos with a water bottle.
  3. My Child(ren) will eat sufficient food to keep energized and I will send my Child(ren) to Coastal Kiddos with a sufficient snack/lunch.
  4. My Child(ren) will only use tools, supplies or materials that he/she/they have been instructed to use and will do so in a safe manner.
  5. My Child(ren) will follow any other instructions of Coastal Kiddos staff.
  6. My Child(ren) will walk and not run unless running is explicitly permitted as part of an activity
  7. Myself and my Child(ren) will be held responsible for any lost or damaged personal property he/she/they brought to Coastal Kiddos and my Child(ren) will not steal or damage another Child(ren)'s personal property.

Initial (\_\_\_\_)

### **FOOD RELEASE**

I hereby give permission for my child to be given food during scheduled snack times. I also agree that Coastal Kiddos is not responsible for any physical or adverse reaction that may result from food or beverage consumed at Coastal Kiddos by my Child(ren), and therefore agree not to hold Coastal Kiddos responsible in the event of any adverse reactions.. I will note all of my Child(ren)'s food allergies or intolerances on the ***Health and Medical Release Form***.

***Note: Not all programs will be participating in eating items from Coastal Kiddos. Additional food items will request permission as appropriate.***

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I give permission for my child to be given organic packaged produce during scheduled snack times.

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I DO NOT give permission for my child to be given organic packaged and/or organic farm produce during scheduled snack times.

Initial (\_\_\_\_)

## PHOTO RELEASE

I grant and convey unto Coastal Kiddos all right, title, and interest in all photographic images and video or audio recordings made by Coastal Kiddos during the minor's participation in the Program.

I authorize Coastal Kiddos to capture the name, likeness, identity, voice, photographic image, video graphic image and oral or recorded statements, or to permit other to do so, of my Child(ren) for use by Coastal Kiddos in printed or electronic marketing and promotional materials, including Coastal Kiddos and affiliated website and social media.

I waive and release Coastal Kiddos and its officers, agents and employees, from any claim or liability relating to the use of my Child(ren)'s name, likeness, identity, voice, photographic image, video graphic image and oral or recorded statements.

I acknowledge that Coastal Kiddos will rely on this consent and release in producing broadcasting, and distributing materials containing the use of my child's name, likeness, identity, voice, photographic image, video graphic image and oral or recorded statements, and that I will receive no money or remuneration of any kind from Coastal Kiddos related to this consent and release or the materials covered by this consent and release.

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I hereby give permission to Coastal Kiddos staff to take pictures of my child for purposes of printed and/or electronic marketing and promotional materials, including website, Facebook Live, and other social media.

☐

I DO NOT give permission to Coastal Kiddos staff to take pictures of my child for purposes of printed and/or electronic marketing and promotional materials, including website, Facebook Live, and other social media.

Initial (\_\_\_\_)

## COVID-19 SAFETY AND PROTOCOLS

**Please check off the boxes beside each statement confirming that you have read and understood:**

- ☐ I confirm my child(ren) and I will abide by the most current guidelines of the County of San Diego Public Health Order.
- ☐ I acknowledge that my child(ren) and I have reviewed the attached document that identifies ways to prevent the Spread of COVID-19.
- ☐ I agree to not send my child(ren) to Camp if their temperature is above 100.4° F or if they have COVID-19 symptoms based on CDC guidelines. <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>
- ☐ I agree that if my child(ren) display COVID-19 symptoms, I will not allow them to return to Camp until they have tested negative for COVID-19 or I provide a medical professional's clearance; or at least 10 days have passed since the onset of symptoms, and at least 3 days (72 hours) have passed since recovery (no fever without the use of fever reducing medication).
- ☐ Participants that are not from the same pod should not carpool to and from Camp.
- ☐ My child(ren) will sanitize hands at the beginning, during and end of Camp. The Camp will provide sanitation stations, and encourage each camper to bring their own bottle of hand sanitizer.
- ☐ Camper bags and backpacks must be kept within the designated area for each "pod."
- ☐ If a camper develops a fever of 100.4F or while at camp, they will not be allowed at camp for the remainder of the day.
- ☐ If a camper shows any symptoms related to COVID-19, Coastal Kiddos administration will decide whether to send that child, and/or the associated pod they belong in, home for the remainder of the session.
- ☐ If a camper is absent from Camp, the parent/guardian will be contacted to clarify if the camper is experiencing any symptoms. If symptoms indicate a possibility of COVID-19, Coastal Kiddos administration will decide whether to send that child, and/or the associated pod they belong in, home for the remainder of the session.

In the case of potential COVID-19 exposure or symptom related illness of a staff, campers, or family member, the following communication will take place:

1. All camp families will be notified if a camper is sent home due to showing symptoms of COVID-19. The camper's name will be kept confidential; however, the camper's bubble will be specified.
2. The 6 camper "bubble" in which this camper is in will not be allowed to return to camp for the duration of the session, and will be given the choice of prorated refund or credit for future camp sessions.
3. If a camper is sent home and suspected to have COVID-19, it will be recommended that the child be tested for COVID-19; staff associated with this camper's bubble will be required to be tested for COVID-19 and to show the results before returning to work.
4. If camper or associated staff tests positive for COVID-19, Coastal Kiddos will carry out "contact tracing" immediately to determine the confirmed case's contacts with other campers or staff over the previous two or more days.
5. Any staff that tests positive for COVID-19 will be required to stay home for at least 14 days as per CDC guidelines.

Initial (\_\_\_\_)

## CONSENT TO MEDICAL TREATMENT

I understand that if my Child(ren) becomes ill or injured during the course of the Program and I am unable to give my consent to any medical treatment that a licensed physician deems necessary, Coastal Kiddos will make a reasonable attempt to obtain consent for treatment from the Emergency Contact(s), that I have provided, before such treatment is commenced, unless my child's condition is such that treatment cannot be delayed for that purpose. If treatment cannot be delayed, I specifically, give my permission for necessary and emergency care to be given to my Child(ren) by emergency service providers and other medical treatment providers and that my Child(ren) should be transported to an ER by emergency service providers if it is deemed necessary. I attest that my Child(ren) has had a physical within the last twelve months and that the physical disclosed no medical conditions, other than those listed above, that would make participation in this Program a risk. I hereby acknowledge that participation in this Program and related activities is at the sole discretion and judgment of the parent or guardian and involves an inherent risk of personal injury. I, on behalf of my son(s)/daughter(s), hereby assume all such risk.

Initial (\_\_\_\_\_)

## MEDICAL EXPENSES

By initialing my name I understand that in case of accident or emergency, Coastal Kiddos shall not be liable for any costs that may occur due to medical treatment of any kind.

Initial (\_\_\_\_\_)

By signing my name, I acknowledge that I have read and understood the terms and conditions of sending my Child(ren) to Coastal Kiddos Camp.

Name(s) of Child(ren) \_\_\_\_\_

Name(s) of Child(ren) \_\_\_\_\_

Name of Parent/Legal Guardian (please print) \_\_\_\_\_

Signature of Parent/Legal Guardian \_\_\_\_\_

Date \_\_\_\_\_

**\*Only fill this out if you DO NOT WANT medical treatment for your child:**

**I DO NOT want any type of medical treatment provided to my child.**

Name(s) of Child(ren) \_\_\_\_\_

Name(s) of Child(ren) \_\_\_\_\_

Name of Parent/Legal Guardian (please print) \_\_\_\_\_

Signature of Parent/Legal Guardian \_\_\_\_\_

Date \_\_\_\_\_

# Ways to prevent the spread of COVID-19

## How to Protect Yourself & Others

### Know how it spreads:

- There is currently no vaccine to prevent coronavirus disease 2019 (COVID-19).
- **The best way to prevent illness is to avoid being exposed to this virus.**
- The virus is thought to [spread mainly from person-to-person](#).
  - Between people who are in close contact with one another (within about 6 feet).
  - Through respiratory droplets produced when an infected person coughs, sneezes or talks.
  - These droplets can land in the mouths or noses of people who are nearby or possibly be inhaled into the lungs.
  - Some recent studies have suggested that COVID-19 may be spread by people who are not showing symptoms.

### Everyone Should:

#### Wash your hands often

- [Wash your hands](#) often with soap and water for at least 20 seconds especially after you have been in a public place, or after blowing your nose, coughing, or sneezing.
- If soap and water are not readily available, **use a hand sanitizer that contains at least 60% alcohol**. Cover all surfaces of your hands and rub them together until they feel dry.
- **Avoid touching your eyes, nose, and mouth** with unwashed hands.

#### Avoid close contact

- **Avoid close contact with people who are sick, even inside your home.** If possible, maintain 6 feet between the person who is sick and other household members.
- **Put distance between yourself and other people outside of your home.**
  - Remember that some people without symptoms may be able to spread virus.
  - [Stay at least 6 feet \(about 2 arms' length\) from other people](#).
  - Keeping distance from others is especially important for [people who are at higher risk of getting very sick](#).

#### Cover your mouth and nose with a cloth face cover when around others

- You could spread COVID-19 to others even if you do not feel sick.
- Everyone should wear a [cloth face cover](#) when they have to go out in public, for example to the grocery store or to pick up other necessities.
  - Cloth face coverings should not be placed on young children under age 2, anyone who has trouble breathing, or is unconscious, incapacitated or otherwise unable to remove the mask without assistance.
- The cloth face cover is meant to protect other people in case you are infected.
- Do NOT use a facemask meant for a healthcare worker.
- Continue to keep about 6 feet between yourself and others. The cloth face cover is not a substitute for social distancing.

#### Cover coughs and sneezes

- **If you are around others and do not have on your cloth face covering, remember to always cover your mouth and nose** with a tissue when you cough or sneeze or use the inside of your elbow and do not spit.
- **Throw used tissues** in the trash.
- Immediately **wash your hands** with soap and water for at least 20 seconds. If soap and water are not readily available, clean your hands with a hand sanitizer that contains at least 60% alcohol.

#### Clean and disinfect

- **Clean AND disinfect [frequently touched surfaces](#) daily.** This includes tables, doorknobs, light switches, countertops, handles, desks, phones, keyboards, toilets, faucets, and sinks.
- **If surfaces are dirty, clean them.** Use detergent or soap and water prior to disinfection.
- **Then, use a household disinfectant.** Most common [EPA-registered household disinfectant](#)<sup>external icon</sup> will work.

#### Monitor Your Health

- **Be alert for symptoms.** Watch for fever, cough, shortness of breath, or [other symptoms](#) of COVID-19.
  - Especially important if you are [running essential errands](#), going into the office or workplace, and in settings where it may be difficult to keep a [physical distance of 6 feet](#).
- **Take your temperature** if symptoms develop.
  - Don't take your temperature within 30 minutes of exercising or after taking medications that could lower your temperature, like acetaminophen.
- Follow [CDC guidance](#) if symptoms develop.

The following is taken from: <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/prevention.html>