

Lesson Registration and User Agreement Adult Form
Silicon Shores Corporation
Shoreline Aquatic Center

Please print clearly.

__ Update file.

Name: _____ Start Date: _____

Address: _____

City: _____ State: _____ Zip: _____

Home Phone: (_____) _____ Work Phone: (_____) _____

Cel Phone: (_____) _____ E:mail: _____

How did you hear about us? __ Friends __ Taken Class Before __ Internet __ Rec.Dept. __ Referral __ Other: _____

Birthdate: (Month/Date/Yr) _____ Can you swim? __ YES __ NO

Emergency Contact Name: _____ Phone: (_____) _____

Fill out just for the class you are enrolled in:

Windsurfing: __ Level I __ Level II __ Level III

Have you ever windsurfed before? __ YES __ NO Can you dive under water? __ YES __ NO

Sailing: __ Level I __ Level II __ Level III

Have you ever sailed before? __ YES __ NO

Kayaking: __ Level I __ Level II

Stand Up Paddleboarding __Introductory __SUP Yoga

Instructor's Name: _____

PARTICIPANT AGREEMENT, RELEASE, AND ACKNOWLEDGMENT OF RISK

In consideration of the services of Shoreline Aquatic Center, Silicon Shores Corporation, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "SAC") and the City of Mountain View and its officials and agents, I hereby agree to release, indemnify, and discharge SAC, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in water activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to me, to property or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things: board capsize; collision with objects or other water craft; prolonged exposure to cold water, hypothermia, accidental drowning; illness in remote areas; exposure to sun, strong wind, cold, storms, and lightning; aggressive and/or poisonous marine life; wrist, arm, shoulder, and/or back injuries; slips and falls while walking; and rapidly changing adverse weather and water conditions. Furthermore, SAC employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. The undersigned hereby certifies that s/he is a proficient swimmer and agrees to be tested for swimming proficiency if requested. Undersigned agrees to wear a PFD (life vest) if requested to do so by SAC staff or instructors.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless SAC, Silicon Shores Corporation and the City of Mountain View from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of SAC equipment or facilities, including any such claims which allege negligent acts or omissions of SAC.

**** Turn over to Sign ****

4. Should SAC, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

6. In the event that I file a lawsuit against SAC, I agree to do so solely in the state of California, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect.

7. Participants of said recreational activity or likeness thereof may be captured on film, print or other media and used for promotional purposes including but not limited to newsletters, press media, flyers, social media and brochures. Authorization is hereby given to the Shoreline Aquatic Center/Silicon Shores Corp. to use photographs taken of me or my children in classes offered by the Shoreline Aquatic Center. I hereby understand and waive any and all claims in relation to this matter and am not entitled to compensation nor benefits.

BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT IF ANYONE IS HURT OR PROPERTY IS DAMAGED DURING MY PARTICIPATION IN THIS ACTIVITY, I MAY BE FOUND BY A COURT OF LAW TO HAVE WAIVED MY RIGHT TO MAINTAIN A LAWSUIT AGAINST SAC ON THE BASIS OF ANY CLAIM FROM WHICH I HAVE RELEASED THEM HEREIN. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of Participant: _____ Date: _____

**PARENT/S' OR GUARDIAN'S ADDITIONAL INDEMNIFICATION
(Must be completed for participants under the age of 18)**

In consideration of (print minor's name) _____ Minor being permitted by SAC to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless SAC from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: _____ Date: _____

Print Name: _____