

MAKAPO AQUATICS PROJECT

ADULT OUTRIGGER PROGRAM

2020 Season

AUTHORIZATION AND CONSENT TO TREATMENT OF A PARTICIPANT

The Participant or parent/guardian of the Participant named below has entrusted, for a temporary period of time, the Participant into the care of the Agent (Makapo Aquatics Project), for particular reasons and for the welfare of the Participant.

The Participant or parent/guardian of the Participant does hereby authorize the Agent (Makapo Aquatics Project) to consent, on behalf of the Participant, to any X-ray examination, anesthetic, medical or surgical diagnosis or treatment and hospital care which is deemed advisable by, and is to be rendered under the general or special supervision of, any physician and surgeon licensed under the provisions of the California Medical Practice Act or of the laws of the State or Country in which the medical care is being sought and on the medical staff of any hospital; or to consent to any x-ray examination, anesthetic, dental or surgical diagnosis or treatment to be rendered to the Participant by any dentist licensed under the California Dental Practice Act or the laws of the State or Country in which the dental care is being sought.

It is understood that this authorization is given in advance of any x-ray examination, anesthetic, medical or surgical diagnosis or treatment and hospital care being required and is given to provide authority and power on the part of the Agent (Makapo Aquatics Project) to give specific consent to any such examination, anesthetic, diagnosis treatment, or hospital care which such surgeon, physician and/or dentist, in the exercise of his/her best judgment, may deem advisable.

This authorization is given pursuant to the provisions of Section 25.8 of the Civil Code of California, and similar provisions of the laws of the State or Country in which the medical or dental care is being sought.

The Participant or parent/guardian of the Participant hereby authorizes any hospital that has provided treatment to the Participant to surrender physical custody of the Participant to the Agent (Makapo Aquatics Project) upon completion of treatment. This authorization is given pursuant to Section 1283 of the Health and Safety Code of California, and similar provisions of the laws of the State or Country in which the medical or dental care is being provided.

The Participant or parent/guardian of the Participant hereby agrees to pay in full all costs of medical or dental care incurred on behalf of the Participant by the Agent (Makapo Aquatics Project) under this Authorization.

EMERGENCY MEDICAL TREATMENT AUTHORIZATION

I hereby authorize the Makapo Aquatics Project to secure any emergency medical treatment that they determine, in their sole discretion, is appropriate for the above named participant.

PERMISSION TO BE TRANSPORTED

The Participant or parent/guardian of the Participant also gives permission for the Participant to be transported by employees of the Makapo Aquatics Project, or other teammates, or by commercial carrier, to and from events or practices away from the Makapo Aquatics Project premises.

These authorizations shall remain effective *for one year from date below*, unless sooner revoked in writing by the Participant or parent/guardian of the Participant and delivered to said Agent. (Sections of the quoted Codes available by request.)

Today's Date: _____/_____/2020

Participant Signature

Name (Printed)

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TERMS AND CONDITIONS OF PARTICIPATION IN THE 2020 OUTRIGGER PROGRAM

Responsibilities - The Makapo Aquatics Project / Newport Aquatic Center, are California Non-Profit, Public Benefit Corporations, provides instruction, equipment & facilities (the NAC premises) for the conduct of the Outrigger Programs to which these terms & conditions apply.

Conduct by participant- If it is determined by Makapo personnel that the program participant is acting in a manner which is illegal or which interferes with the rights, safety and enjoyment of other participants, then he/she may be immediately expelled from the program without refund from Makapo. Additional Responsibilities:

1. PAYMENTS ARE NON-REFUNDABLE AND NON-TRANSFERRABLE.
2. There is a \$25.00 charge for any checks that are returned.
3. The price quoted includes instruction, supervision and some travel – determined by Makapo staff. Makapo reserves the right to pass through any actual increases in the cost of these components that occur before the completion of the 2019 season.
4. PARTICIPANTS MUST HAVE MEDICAL AND HOSPITAL INSURANCE IN EFFECT THROUGHOUT THE PROGRAM THAT WILL COVER ANY MEDICAL EXPENSES. Makapo/NAC IS NOT RESPONSIBLE FOR ANY MEDICAL COSTS INCURRED.
5. PARTICIPANT'S POSSESSIONS ARE HIS/HER RESPONSIBILITY. Makapo/NAC OR "Owner" IS NOT RESPONSIBLE FOR MISLAID, DAMAGED, LOST OR STOLEN ARTICLES OF PERSONAL PROPERTY.
6. The below named Makapo/NAC participant and his/her legal representatives assigns the irrevocable and unrestricted right to use and publish photographs of the below named Makapo/NAC participant, or in which Makapo/NAC participant may be included, for editorial, trade, advertising and any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same. Photographer and his/her legal representatives assigns from all claims and liability relating to said photographs.

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

This agreement contains a release and waiver of important legal rights and constitutes an agreement to indemnify for certain losses. Please Read Carefully!

IN CONSIDERATION of being permitted to enter and utilize the facilities and equipment of the Newport Aquatic Center (NAC) and participate in various Makapo/NAC programs, I (the Participant or parent/legal guardian of the Participant if under 18 years of age), the undersigned, for myself, my personal representatives, assigns, heirs and next of kin, acknowledge, agree and represent that:

1. The Participant certifies that they can swim.
2. The Participant agrees to comply with all rules, regulations, instructions and safety regulations concerning Makapo/NAC.
3. The Participant is aware that certain risks exist in the performance or activities and programs at the Newport Aquatic Center. Among other things, these risks include adverse weather, exposure to the elements, capsizing, collision with other vessels, and drowning. Such risks, as well as unexpected or unforeseen events or conditions, could lead to physical injury or death. The Participant voluntarily participates in this program and utilizes various Makapo/NAC facilities and equipment with the knowledge of the risks involved, and agrees to accept any and all risk of injury or death.
4. The Participant or parent/guardian of the Participant hereby releases, waives and discharges Makapo/NAC, its directors, officers, employees, affiliates, agents or members herein after referred to as "releasees," from all liability to himself, their personal representatives, assigns, heirs, and next of kin for any and all loss, injury or damage, and any claim or demands thereon on account of injury to himself for their property or resulting from their death, whether caused by the negligence of the releasees or otherwise while they are in or about the facilities of the NAC or using equipment of Makapo/NAC or participating in Makapo/NAC activities or programs.
5. The Participant hereby assumes full responsibility for any risk of bodily injury, death or property damage due to the negligence of releasees or otherwise while they are in or about the facilities of the NAC, while they are using the equipment of Makapo/NAC, and while they are participating in activities or programs of Makapo/NAC. The Participant hereby assumes full responsibility for

any risk of damage to their personal property due to negligence of releasees, while stored or otherwise present at the Newport Aquatic Center.

6. The Participant hereby agrees to indemnify and save and hold harmless, the releasees and each of them from any and all liability, damage, or cost they may incur due to the presence of himself or their property on or about the facilities of the NAC, due to their use Makapo/NAC facilities or equipment, and due to their participation in activities or programs of Makapo/NAC and whether caused by the negligence of the releasees or otherwise. Further, the Participant agrees to assume full responsibility for any loss, liability, damage, or cost which results from their acts or omissions, including but not limited to, damage or loss of or to these facilities or equipment of Makapo/NAC.

7. The Participant expressly agrees that the foregoing release, waiver and indemnity 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. The Participant or the parent/legal guardian of the Participant has carefully read, and fully understands and voluntarily signs the release and waiver of liability and indemnity agreement and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made. The Participant is aware that this is a contract between himself and Makapo/Newport Aquatic Center, and signs this agreement of his/her own free will. (Sections of the quoted Codes available by request.)

Printed Name of Participant

Signature of Participant

_____/_____/2020
Date

Signature of Parent /Legal Guardian

2020 MAKAPO OUTRIGGER DUES BREAKDOWN

FACILITY & RACE RELATED FEES**

MAKAPO

	<i>blind</i>	<i>sighted</i>	
Race Related:			
SCORA Race Fees	\$ 60.00	\$ 60.00	4 races at \$15 each
SCORA Insurance	\$ 25.00	\$ 25.00	
	<u>\$ 85.00</u>	<u>\$ 85.00</u>	
Makapo Club Dues:			
Canoe/trailer/launch/etc	\$ 75.00	\$ 75.00	based on 4 races
Makapo Insurance	\$ 42.50	\$ 42.50	
Maintenance	\$ 50.00	\$ 50.00	
Coaches Stipend	\$ 110.00	\$ 110.00	
	<u>\$ 277.50</u>	<u>\$ 277.50</u>	

NAC Membership/Facility Fees

ALL Makapo participants (non-racing & racing) MUST be NAC members

6 month Season (March - August)	in kind	\$ 288.00	\$418 family
Yearly (March - February)	in kind	\$ 575.00	\$835 family

MAKAPO TEAM MEMBER DUES - 6 MONTH . MAR 1 - AUG 31

	<i>blind</i>	<i>sighted</i>	<i>family</i>
Makapo Club Dues (Non-race Member)	\$ 277.50	\$ 565.50	based on
Non-race Member monthly (over 6 months)	\$ 46.25	\$ 94.25	the participants
Makapo Race Related Costs	\$ 85.00	\$ 85.00	
Makapo Club Dues (Race Member)	\$ 362.50	\$ 650.50	
Race member monthly (over 6 months)	\$ 60.42	\$ 108.42	

MAKAPO TEAM MEMBER DUES - YEARLY . MAR 1 - FEB 28

	<i>blind</i>	<i>sighted</i>	<i>family</i>
Makapo Club Dues (Non-race Member)	\$ 277.50	\$ 852.50	based on
Non-race Member monthly (over 12 months)	\$ 23.13	\$ 71.04	the participants
Makapo Race Related Costs	\$ 85.00	\$ 85.00	
Makapo Club Dues (Race Member)	\$ 362.50	\$ 937.50	
Race member monthly (over 12 months)	\$ 30.21	\$ 78.13	

**subject to change upon season beginning

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PROGRAM PAYMENT FORM

Paddler First Name: _____ Last Name: _____

AMOUNT DUE

	Blind	Sighted	Family
6 MONTH			
3. 2020 Season Non-race Member:	\$ 277.50	\$565.50	TBD
4. 2020 Season Race Member:	\$ 362.50	\$650.50	
YEARLY			
1. 2020 Season Non-race Member:	\$ 277.50	\$852.50	TBD
2. 2020 Season Race Member:	\$ 362.50	\$937.50	

Payment Options

- Option 1: Pay In Full today
(if paid AFTER May 1, 2019 – include a \$50 late fee)

Payment method (Choose One)

Cash Check # _____ PayPal (paypal@makapo.org)

- Option 2: Pay in 6 OR 12 equal installments via auto-debit from your checking account OR PayPal
(CIRCLE 6 OR 12 / Check OR PayPal)

Please read carefully and initial below. If paying by check, you must attach voided check to this form.

This option is a 6 OR 12-month Contract. If paying by check, we will automatically deduct each payment from your checking account on the 25th of each month beginning March 2020. If your payment is ever returned NSF (Non-Sufficient Funds), your account will be immediately placed ON HOLD. Amount + \$25

NSF fee will be due **within 5 days** via cashier's check or money order, and account will be

Reinstated. If second NSF occurs, your account will be in DEFAULT and balance will become due in full immediately.

If paying via PayPal, payment must be made no later than the 25th of each month beginning March 2020.

Participation of athlete in Outrigger program may be affected (suspended) until payment is received in full. **To**

indicate agreement, please initial here: Your Initials _____

Signature _____

Date _____ / _____ / 2020

