



Dear AbilityFirst Pool Patron:

Thank-you for choosing the AbilityFirst Aquatics Program. Please read the following information carefully:

**REGISTRATION:** Please submit the following forms before or on your first day of class:

- a) Completed application (including warm water release and consent and agreement forms)

**ANNUAL UPDATES:** For your safety, you will be asked to update our full application, warm water release, and consent forms and pay the \$25.00 for the annual membership.

**ABSENCE OR ILLNESS:** It is not necessary to call if you will be missing a class or two. We may ask for an updated physical if you have been absent for longer than three (3) months or have changes in your medical condition.

**PAYMENT:** Pool Patrons must purchase an annual membership for \$25.00. Payments may be made by cash, checks or major credit cards. **There are NO refunds for unused classes and classes are non-transferable.** Our Aquatics staff will keep track of your attendance and class use.

**Aquatic Class Fees:**

- \$5.00 for an hour class
- \$35.00 for a monthly pass\* good for 8 classes
- \$50.00 for a monthly pass\* good for 12 classes
- \$70.00 for a monthly pass\* good for unlimited classes

**\*Monthly pass is only good for the 1<sup>st</sup> through 31<sup>st</sup> of that month. No carryovers to the next month.**

**WHAT TO BRING:** Please bring appropriate swim attire, your own towel and personal toiletries. We ask that our female swimmers wear one-piece suits. Water shoes and swim caps are optional.

**PERSONAL BELONGINGS:** Please note: AbilityFirst does NOT have lockers available for your use. Please do not bring valuables to class. AbilityFirst is NOT responsible for the loss or damage of any of your personal belongings.

**CLASS CANCELLATION:** In the event we need to cancel scheduled classes, we will attempt to notify you in advance, please make sure you keep an updated phone number and/or email on file. Cancellations are usually due to one of the two following reasons:

- 1) Attendance - NO one has shown up within the first 10 minutes of class
- 2) Hazards - this includes equipment or chemical issues, temperature, weather-related issues (lightning, thunder) etc.

\*We ask for your patience should it be necessary to cancel. We will re-open as soon as it is safely possible. You will be given credit if your class is canceled.

The AbilityFirst aquatic staff is here to ensure your overall health and safety. Your cooperation in following their instruction is necessary and appreciated. If you have any problems or concerns, please see the Aquatics Supervisor at the end of class. We will try to resolve any issues as quickly and as professionally as possible. We do reserve the right to refuse service.

AbilityFirst is a non-profit organization and we rely a great deal on donations and other support to keep our programs in operation. If you would like to make a donation, become a volunteer, or to get more information on other services that AbilityFirst offers, please see our Aquatics Supervisor or Center Director.



3770 E. Willow Street, Long Beach CA 90815  
(562) 426-6161 \* FAX (562) 426-6148  
[www.abilityfirst.org](http://www.abilityfirst.org)



Arthritis and Water Exercise Registration Form

Please Print Clearly in Black or Blue Ink

- Long Beach Center: 3770 E. Willow Street, Long Beach, CA 90815 (562) 426-6161
Harry A. Mier Center: 8090 Crenshaw Blvd, Inglewood, CA 90305 (323) 753-3101

NEW Renewal

Name: I am 18 years or older

Phone Number: E-mail Address:

Address/City/Zip:

DOB Age: Ethnicity:
\*optional for grant purposes only

Primary Medical Diagnosis:

Secondary Diagnosis or other Medical Conditions we should know about (Please include joint replacements, pacemakers, etc.)

Current Medications Prescribed:

Do you have Seizures? YES NO If yes, please describe:

Do you have Allergies? YES NO If yes, please list:

Physician's Name Physician's Phone Number:

In Case of an Emergency Please Contact

Name/Relationship: Phone Number:

Name/Relationship: Phone Number:

FOR OFFICE USE ONLY

Pool Patron Enrollment Date: Annual Update Due:



Long Beach Center  
3770 E. Willow Street  
Long Beach, CA 90815  
562-426-6161

## CONSENT AND AGREEMENT FORM

**POOL PATRON NAME:** \_\_\_\_\_

**EMERGENCY RELEASE:** In an emergency, I authorize *AbilityFirst* staff to administer first aid and to obtain emergency medical treatment for the person listed above and agree to indemnify and hold harmless AbilityFirst and its staff and other representatives from any and all injuries or wrongful death incurred in connection therewith, whether caused by negligence or otherwise. I accept responsibility for all fees incurred in the care and transportation by ambulance to the Hospital Emergency Room.

**RELEASE OF INFORMATION:** To the extent permitted by law, I/we give consent to *AbilityFirst* to release any necessary information or documentation to agencies/organizations on behalf of the above-named Pool Patron in response to an appropriate request therefore and appropriate assurances of privacy and confidentiality from the agency or organization requesting the information.

**PERSONAL PROPERTY:** I understand that *AbilityFirst* is not responsible, nor liable for personal property, lost or stolen, including theft or damage to vehicles parked on premises, while swimmers, program participants and/or guests are using the *AbilityFirst* facilities or on *AbilityFirst* premises. I hereby discharge, release and waive *AbilityFirst* and its staff and representatives from any and all responsibility in connection therewith.

**PHOTOGRAPHIC RELEASE:** By marking "I DO" below, I hereby give my consent to *AbilityFirst* to photograph and/or make video or audio recordings of the above named person without limitation and to use such photographs, videotapes or audiotapes and my name, likeness and voice and/or any related stories ("Likeness") in connections with any of the work, programs, projects, fundraising or other endeavors of *AbilityFirst* in any and all media, including without limitation, electronic or digital media, whether known or unknown at this time, forever worldwide and without restriction, without consideration or compensation of any kind. I release, discharge and hold harmless *AbilityFirst* and its staff, representatives, and affiliates, including, without limitation, its officers, directors, shareholders, employees, agents and contractors ("Released Parties") from any and all claims and demands arising out of or in connection with the use of my Likeness, including slander, libel, invasion of privacy or publicity, and/or copyright infringement ("Release"). This Release applies to me and my heirs, legal representatives and assigns and I do hereby release, discharge and hold harmless the Released Parties from any claim or demand whatsoever arising out of or in connection with such use. I hereby represent that I have the authority to grant the rights referenced herein.

**I DO**    **DO NOT** give permission to be photographed or filmed for any of the above said purposes.

Name (printed): \_\_\_\_\_

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

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



## Warm Water Aquatics Program

### **VOLUNTARY RELEASE, ASSUMPTION OF RISK/AGREEMENT NOT TO SUE**

**PLEASE READ CAREFULLY. BY SIGNING THIS DOCUMENT YOU CHOOSE TO WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.**

I, \_\_\_\_\_ wish to participate in the AbilityFirst Warm Water Aquatics Program located at **3700 E. Willow Street, Long Beach, CA** where I may participate in warm water exercise classes, warm water arthritis classes, free swim sessions, and other pool-related activities (“Activities”).

I understand that my participation in the Activities will be voluntary and that these Activities may involve certain risks and dangers. Certain aspects of the Activities, and swimming in general, are physical and may be dangerous. In addition, the hazards and risks of the Activities may include, but are not limited to, the following: injury from exercise or drowning, latent or apparent defects or problems in equipment provided by AbilityFirst, its staff or representatives, other sponsors or outside service providers; acts of AbilityFirst or other participants in the Activities (including from the failure of other participants to follow instructions or obey safety regulations); weather conditions (including unforeseen, inclement or intemperate weather); consumption of food and drink; fire; first aid, emergency treatment or other services rendered. In consideration of being allowed to participate in these Activities, I hereby voluntarily on behalf of myself and my heirs, executors, guardians, legal representatives, administrators, insurers and assigns (collectively, “Releasers”):

#### **PLEASE INITIAL NEXT TO EACH NUMBERED ITEM**

\_\_\_\_ 1. Certify that I am fully capable of participating in the Activities as authorized by me on the Consent and Agreement Form. I know of no reason, health-related or otherwise, why I am not capable of participating in the Activities. I accept full responsibility for any injuries or illnesses that I may suffer during the Activities, including, but not limited to, those resulting from any pre-existing medical condition. In the event I am under the care of a healthcare practitioner, I have consulted that practitioner and obtained his or her consent to my participation in the Activities and hereby confirm to AbilityFirst that my practitioner approved my participation in the Activities.

\_\_\_\_ 2. Release, discharge, covenant not to sue, and waive any and all causes of action against AbilityFirst, their respective affiliates, directors, officers, staff, insurers, volunteers, agents and assigns (such organizations and persons, and its respective representatives are hereinafter collectively referred to as the “Released Parties”) from any and all liability or expense (including, but not limited to, attorneys’ fees) to the Releasers for any and all harm, loss, personal injury, property damage, or death, and any and all claims, actions, causes of action or demands therefore, that may arise during, or develop in the future as a result of my participation in or attendance at the Activities, whether caused by the negligence of the Released Parties or otherwise. I agree that this release and waiver shall apply to any incident, injury, accident or death arising out of or in any way relating to the Activities.

\_\_\_ 3. Agree that under no circumstances will the Releasors prosecute, present or otherwise pursue any claim against or sue for personal injury, property damage, theft of property or wrongful death against any of the Released Parties arising from or relating to my travel to and/or participation in the Activities.

\_\_\_ 4. Understand that my participation in the Activities is entirely voluntary. I have been given the opportunity to talk to AbilityFirst about the Activities. With knowledge of the risks and dangers, which may include property damage, serious injury or death, I hereby agree to accept any and all such risks and dangers. Any injuries or other harm that I incur during or as a result of the Activities are my responsibility to be claimed through my health plan or paid by me in the absence of a plan or plan coverage.

\_\_\_ 5. Agree that if any claim for my personal injury, property damage or wrongful death shall be prosecuted against any of the Released Parties resulting from or related to the Activities, I shall indemnify and hold harmless the Released Parties, and each of them, from any and all claims, actions, causes of action, loss, liability or expense (including, but not limited to, attorneys' fees) by whomever and wherever made or presented in connection with my personal injuries, property damage or wrongful death.

\_\_\_ 6. I am not an agent of the Released Parties and no oral representations or promises have been made to me to sign this document. This document is governed by California law; if any portion of this document is held invalid, it is agreed that the balance of it shall continue in full force. This document may be altered only by a writing signed by both parties; it may not be altered orally.

**I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PARTS OF THIS DOCUMENT. I UNDERSTAND IT IS A LEGALLY BINDING CONTRACT AND IT IS A RELEASE AND WAIVER OF CLAIMS OR RIGHTS TO FILE A LAWSUIT OR OTHERWISE RECOVER FROM THE RELEASED PARTIES, INCLUDING CLAIMS OF ANY SORT FOR BODILY INJURY, PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR OTHERWISE. I ASSUME ALL RISKS INHERENT IN THE ACTIVITIES I WILL PARTICIPATE IN; INCLUDING THE TRANSPORTATION RELATED TO THE ACTIVITIES AND ANY ACTIVITIES AS AN ADJUNCT THERETO. I HAVE VOLUNTARILY SIGNED MY NAME EVIDENCING MY ACCEPTANCE OF ALL THE TERMS CONTAINED IN THIS VOLUNTARY RELEASE, ASSUMPTION OF RISK/AGREEMENT NOT TO SUE ON BEHALF OF MYSELF AND ALL RELEASORS.**

I further understand that by signing this release, I am waiving any and all claims, of any kind arising out of or attributable to my participation in the Activities, including those claims that may be unknown to me, or which I do not suspect to exist at this time. WITH THE INTENTION OF WAIVING ALL UNKNOWN AND UNSUSPECTED CLAIMS, I HEREBY EXPRESSLY WAIVE ALL RIGHTS, BENEFITS, AND PROTECTIONS I MAY HAVE UNDER CALIFORNIA CIVIL CODE SECTION 1542, WHICH READS AS FOLLOWS:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Name (printed) \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_