

CITY OF SAN DIEGO
Walk, Talk, Create: pARTners in Creativity Program
**WAIVER AND RELEASE OF LIABILITY, AUTHORIZATION FOR MEDICAL TREATMENT, AND
EMERGENCY CONTACT INFORMATION**

Walk, Talk, Create: pARTners in Creativity is a program provided by the San Diego Central Library ("Library") that allows children, each accompanied by an adult, to visit the Library and New Children's Museum ("Museum") for free. Library staff will guide the group (children and parent/legal guardian/designated adult are collectively "Participants") from the Library to the Museum, sharing historical and East Village facts. At the Museum, there will be a one-hour creative art session, followed by a guided tour. Participants can stay longer in the Museum independently. After Museum activities, Participants can choose to join Library staff for a collective walk back, stay longer in the Museum, or leave independently.

Participation eligibility: Children must be 17 years of age or younger, with children younger than 16 being accompanied by an adult. No persons 18 years of age or older may participate in the Program alone if they are not accompanying a child under the age of 18.

In consideration of participating in the Walk, Talk, Create: pARTners In Creativity ("Program") offered by the San Diego Public Library, I acknowledge and agree that my child's and my participation in all Program activities is voluntary. I choose to enroll us under the following terms:

1. **I acknowledge that participating in the Program and related activities may involve certain risks, including bodily injury, paralysis, dismemberment, death, and property damage. I willingly accept and assume full responsibility for any potential harm or loss that may arise from my child's and my participation in the Program, including but not limited to personal injury, disability, illness, death, property damage, loss or expense.**
2. **I voluntarily release, discharge, and promise not to sue the City of San Diego, its officers, agents, and employees for any injury, illness, paralysis, dismemberment, property damage, death, loss, liability, claims, actions, damages, costs, or expenses resulting from our involvement in the Program, except in cases of injury or loss caused by the City's gross negligence or willful misconduct.**
3. I understand that the activities for this Program will not be supervised and that it is my sole responsibility to either accompany/supervise my child or arrange for a designated adult ("Designated Adult") at least 18 years of age to accompany/supervise him or her. I understand that I, or the Designated Adult, assumes full responsible for my child at all times throughout the entire duration of the Program and its activities.
4. I agree that the City of San Diego and the San Diego Public Library are not responsible for any of Participants' personal items or property lost or stolen during the Program and related activities.
5. I agree that, to the best of my knowledge, my child's current physical and health condition is satisfactory for taking part in the Program and that he/she is free from any health conditions that would affect his/her ability to take part in the Program.
6. I understand and agree that neither the City of San Diego nor the San Diego Public Library maintains health insurance or medical coverage for injuries to the Participants that may arise out of involvement or activities in relation to the Program.
7. I agree to inform my child that he/she must follow all safety rules, as well as any instructions given during participation in the Program.
8. My child and I will abide by all the Program's rules and regulations including:
 - a. Children under 16 must be accompanied by an adult caregiver in the Museum.
 - b. Leaving a child under the age of 8 unattended, in the Library, is not permitted.
 - c. Strollers, wheelchairs, and service animals, but not pets, are allowed throughout the Museum and Library.
 - d. Smoking, vaping, sleeping, eating or bringing open containers of food or drink is not permitted in the Library or Museum. Beverages with a lid are permitted in the Library.

- e. Shirt and shoes must be worn inside the Museum (except installations where noted) and Library.
 - f. Offensive or threatening language or physical behavior toward the staff or other visitors is not tolerated in the Library or Museum.
 - g. Participants not adhering to the Library or Museum rules will be subject to removal from the Library or Museum.
 - h. No firearms or weapons of any kind are allowed in the Library or Museum.
 - i. For a full list of rules and regulations, see the Library's website at <https://www.sandiego.gov/sites/default/files/rules-of-conduct-covid-19.pdf> and the Museum's website at <https://thinkplaycreate.org/safer-play-policy/>.
9. I give permission to the City of San Diego, its officers, employees, agents, legal representatives, and assigns to use photographs featuring me or my child, either entirely or partially, in any form or style, without any restrictions on changes or alterations. This includes the right to copyright, reuse, publish, and republish these photographs, along with my name, whether real or fictitious, and to reproduce them in color or any other format through any medium, now known or later developed. I also agree to the use of any accompanying printed materials, I waive the right to inspect or approve the final products, including any printed materials, and release the City, its officers, employees, agents, legal representatives, and assigns from any liability arising from any blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or unintentional, during the photograph session or subsequent processing, including publication. This release covers potential claims of libel or invasion of privacy. Regarding Section 9, I waive any claims for compensation that I or my child may otherwise be entitled to.
10. I have read and understand the authorization, release, and agreement above before signing it. **I CONFIRM THAT I AM OVER THE AGE OF 18 AND AM THE PARENT, LEGAL GUARDIAN, OR HAVE BEEN DESIGNATED THE ADULT IN CHARGE OF THE MINOR. I HAVE THE LEGAL AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE MINOR. I ACKNOWLEDGE THAT THIS AGREEMENT APPLIES TO MY HEIRS, PERSONAL REPRESENTATIVES, NEXT OF KIN, SPOUSE, AND ASSIGNS.**

Child's Name (Print): _____

Child's Date of Birth (Print): _____

Designated Adult, if not parent/legal guardian (Print): _____

Designated Adult, if not parent/legal guardian (Signature): _____

The following is to certify that as a Parent or Legal Guardian of the child, I consent to his/her waiver and release as set forth above.

Parent or Legal Guardian (Signature): _____ **Date:** _____

AUTHORIZATION FOR MEDICAL TREATMENT OF A MINOR

AUTHORIZATION FOR MEDICAL TREATMENT OF A MINOR: If the child participant is 17 years of age or younger, in accordance with California Family Code section 6910, I understand that by signing below, I certify that I am the child's parent or legal guardian, and I hereby authorize my child to receive any necessary medical care in an emergency situation when I cannot be contacted during the Program.

Child's Name (Print): _____ **Date of Birth:** ___/___/___

Parent or Legal Guardian Name (Print): _____ **Relationship:** _____

Parent or Legal Guardian (Signature): _____ **Date Signed:** _____

EMERGENCY CONTACT INFORMATION

Name: _____ **Relationship:** _____

Phone Number: _____