2015 SENIOR CLASS GRADUATION PARTY AGREEMENT

RELEASE, ASSUMPTION OF RISK AND INDEMNIFICATION

_____

(FILL IN FULL SCHOOL NAME)

Your senior has asked to attend our drug-and alcohol-free graduation event (the "Graduation Event" or "Event"). The purpose of the Graduation Event is to provide a fun, memorable experience that celebrates the seniors' hard work. The Parent Planning Committee is committed to keeping it safe, drug- and alcohol-free, and to ensure that the conduct of all seniors is in keeping with this goal. As a condition of participation and in consideration of the services provided by the parents on the Parent Planning Committee; the Howard Group, Inc., d/b/a *Grad Nights,* and its officers, owners, employees, agents, contractors, entertainers, and volunteers; and all other persons or entities acting in any capacity with respect to the event, including the venues who host and provide services at the graduation event (hereinafter collectively referred to as the "Graduation Party Producers"), **the senior and parent/guardian agree as follows**:

RULES AND PROHIBITED ITEMS SEARCH: All seniors and their personal belongings will be searched prior to their gaining entry to this event. Senior and parent/guardian will abide by the rules and directions established by the Graduation Party Producers. Any senior who is engaging in prohibited or undesirable behavior may be removed from the event, at the sole discretion of the Graduation Party Producers, whereupon the parent/guardian will be contacted and must pick up their senior from the graduation event location. No refunds will be granted.

SENIOR'S DAMAGE TO PROPERTY: The senior and their parent/guardian will pay the full replacement cost for any and all losses or damage to any property that are directly or indirectly caused by the senior while participating in the Graduation Event.

AUTHORIZATION FOR MEDICAL CARE: In case of emergency, the senior and the parent/guardian of the senior named below authorize all medical, surgical, diagnostic, and hospital procedures as may be deemed necessary and performed by a treating health care provider.

USE OF LIKENESS: Senior and parent/guardian give full consent to *Grad Nights* to make and use photographs, videos, or likeness of any senior attending this event for the purpose of advertising, publicizing, promoting, etc.

Additional important provisions and signature lines are on the reverse side of this document. Please read all the terms of this agreement, provide the information requested in the contact information section below, and sign the reverse side of this form acknowledging your agreement to all terms set forth on both sides of this document.

CONTACT INFORMATION

Senior Name: _____ Date of Birth: _____

Senior Cell Phone: _____ Senior Email: _____

Address: _____

Parent/Guardian Name(s): _____

Parent/Guardian Phone(s): _____

Parent/Guardian Email: _____

Emergency Contact Name: _____

Relationship to Student: _____ Phone Number(s) _____

Medications: _____

Chronic Illnesses/Allergies: _____ Date of Last Tetanus Shot: _____

Insurance Provider: _____

Does your senior have a life-threatening food allergy? □ NO □ YES – You will also need to complete, at a later date, an Emergency Care Plan ("ECP"). The Parent Planning Committee will have ECPs available.

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Important Additional Provisions

1. ACTIVITIES AND ASSOCIATED RISKS: The Graduation Event may include a variety of entertainment, recreational, athletic and sporting activities including activities using equipment provided by Graduation Party Producers including but not limited to swimming pools, skating rinks, bowling centers, segways, bumper cars, go-karts, hypnotists, factor of fear shows, disc jockeys, sumo wrestling, bungee runs, obstacle courses, pounce and bounces, velcro walls, climbing walls, henna, bungee/mechanical bull, joust, slide, zip line, and other inflatables, and such activities and equipment are collectively referred to as "Recreational Entertainment and Equipment". Senior and parent/guardian acknowledge that participation in and use of Recreational Entertainment and Equipment involve known, unknown, inherent and unanticipated risks, which could result in serious physical or emotional injury, falls, muscle strains, broken bones and other potential injuries. These risks include, but are not limited to, senior's failure or failure of other participants to follow the safety guidelines or instructions of Graduation Party Producer's personnel; improper use of equipment; inadequate repair or maintenance of Graduation Party Producer's facilities and equipment; manufacturing or other defects, both apparent and latent, in the equipment supplied or used by Graduation Party Producers; senior's or other participants' attempts to exceed their skills and/or act in a reckless manner; senior's physical condition; improper first-aid, emergency treatment or other attempted rescue services; the unavailability of medical services or immediate medical attention in the case of injury; and acts or omissions of Graduation Party Producers, including insufficient instruction or assistance.

2. ASSUMPTION OF RISKS: Senior and parent/guardian expressly and freely accept and assume all of the risks relating to their participation in the Graduation Event including but not limited to participation in and use of Recreational Entertainment and Equipment. Senior and parent/guardian agree that senior's participation in the Graduation Event and participation in and use of any Recreational Entertainment and Equipment is purely voluntary, and that any participation is done in spite of the risks.

3. RELEASE OF LIABILITY/INDEMNIFICATION: Senior and parent/guardian each hereby release and covenant not to sue each of the Graduation Party Producers, their owners, employees, agents, and any related affiliate and/or subsidiary entities (collectively "Released Parties) from any and all claims, damages and liabilities of any nature arising out of the Graduation Event, including, without limitation, personal injury, property damage, and claims of negligence based on acts or omissions of Released Parties, but not including gross negligence or intentional misconduct or other liabilities not releasable by law. Senior and parent/guardian each further agree to indemnify, defend and hold harmless Released Parties against any claims released in Section 3, against senior and parent/guardian's acts or omissions, and against any other claim or damage arising from senior's participation in the Graduation Event, including, without limitation, personal injury and property damage, and attorney's fees and costs incurred to defend against indemnified claims.

4. FOOD ALLERGIES: Senior and parent/guardian agree to abide by the *Grad Nights* life threatening food allergy policy and will provide an Emergency Care Plan if senior has a life threatening food allergy. Additionally, senior and parent/guardian agree and acknowledge that the Release of Liability and Indemnification provisions of this Agreement include claims and damages arising out of senior's consuming or handling of the food provided during the Graduation Event.

5. SEVERABILITY/ATTORNEYS FEES AND COSTS/APPLICABLE LAW: Should Graduation Party Producers or anyone acting on their behalf incur attorneys' fees and costs to enforce this Agreement, senior and parent/guardian further agree the prevailing party shall be entitled to recovery of any such fees and costs. In the event that any portion of this Agreement is deemed invalid or unenforceable, all other portions of this Agreement shall remain in full force and effect to the maximum extent allowed by law. This Agreement is governed by the laws of the State of Washington.

6. OTHER: Senior and parent/guardian certify that senior has insurance to cover injury or damage senior may cause or suffer while participating in the Graduation Event, and further agree that senior and parent/guardian will bear any uninsured costs of such injury or damage themselves. Senior and parent/guardian further agree and warrant that senior has no medical or physical conditions which could interfere with senior's safe participation in the Graduation Event including participation in and use of any Recreational Entertainment and Equipment and that senior will not engage in any activity which is inappropriate for senior given any medical, physical or emotional condition of senior. In the event such conditions exist, senior and parent/guardian agree the risk of senior's participation in the Graduation Event and participation in and use of Recreational Entertainment and Equipment with such condition is included in their assumption of risk under this Agreement and any damages and claims arising from participation with such a condition are included within their commitments to release, indemnify, defend and hold harmless under this Agreement.

By signing this Agreement Senior and parent/guardian are affirming that Senior and parent/guardian have had sufficient opportunity to thoroughly read both sides of this document, and that they fully understand and agree to the terms set forth therein.

Senior's Signature Date

Parent/Guardian Signature Date

At Time of Party:

In the event that the senior has attained the age of majority (eighteen years of age), between the time that this document is initially signed and the date of the graduation party, senior hereby reaffirms senior's agreement to the terms of this agreement by re-reading, signing and dating the line entitled "Adult Senior's Signature Reaffirming Agreement".

Adult Senior's Signature Reaffirming Agreement Date

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