PERMISSION TO ATTEND / HOLD HARMLESS AGREEMENT

Roosevelt HIGH SCHOOL CLASS OF 2013 GRADUATION

(FILL IN SCHOOL NAME)

Your senior has asked to attend our drug-and alcohol-free graduation event. The event is designed to provide a fun, memorable experience that celebrates the culmination of the seniors' hard work and scholastic success. The Parent Planning Committee is committed to keeping it safe, drug- and alcohol-free, and will take all reasonable steps to ensure that the conduct of all seniors is in keeping with this goal. All seniors and their personal belongings will be searched prior to their gaining entry to this event.

In consideration of the services provided by the parents who participated on the Parent Planning Committee, the Howard Group, Inc., d/b/a *Grad Nights®,* and its officers, owners, employees, agents, contractors, entertainers, volunteers and all other persons or entities acting in any capacity on its behalf 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:**

I _____ parent/guardian) give my permission for _____ my child/ward, to attend the Senior Graduation Celebration event.

Senior and parent/guardian, agree to 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.

The senior and their parent/guardian agree to pay the full replacement cost for any and all losses or damage to any property that is directly or indirectly caused by the senior while participating in the graduation event.

Senior and parent/guardian understand that the Graduation Party is not a school-sponsored event, and that the School assumes no legal liability associated with the event. The senior and their parent/guardian signing this agreement hereby assume all risks associated with attendance and participation at the graduation event and agree to release, covenant not to sue and hold each member of the Graduation Party Producers harmless from any and all claims of any nature which may arise in connection with the graduation event including claims relating to acts or omissions of Graduation Party Producers.

In case of emergency, we their parent/guardian of the senior class member named below authorize all medical, surgical, diagnostic, and hospital procedures as may be deemed necessary and performed by a treating physician.

CONTACT INFORMATION

Additional 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 above, and sign the reverse side of this form acknowledging your agreement to all terms set forth on both sides of this document.

Student Name: _____ Date of Birth: _____

Parent Names: _____ Address: _____

Home Telephone: _____ Email Address: _____

Emergency Contact, other than parent(s)/guardian(s): _____

Relationship to Student: _____ Phone Number(s) _____

Other household members who could be relied upon for information in the event of an emergency:

Adults, 18 and Over: _____

Young Adults, 14 – 18: (name): _____ | (name): _____

Please list ages of Young Adults so in the event other contacts cannot be reached, age appropriate questions can be directed to these individuals.

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.

Additional Provisions

1. The graduation party may include a variety of entertainment activities, athletic activities and activities utilizing Recreational Entertainment and Equipment provided by The Graduation Party Producers including but not limited to swimming pools, skating rinks, bowling centers, segways, bumper cars, go-karts, hypnotists, magicians, factor of fear shows, disc jockeys, sumo wrestling, bungee runs, obstacle courses, box and battles, velcro walls, and other inflatables, etc. hereinafter collectively referred to as Recreational Entertainment and Equipment.

2. Senior and parent/guardian acknowledge that participation in athletic activities and contests utilizing sports and recreation equipment provided by Graduation Party Producers entails known and inherent risks, as well as unknown, unanticipated risks, which could result in serious physical or emotional injury, falls, muscle strains, broken bones and other potential injuries, to senior or third parties. These risks include, but are not limited to, seniors failure or that 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 and senior's own acts or omissions; 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.

3. Senior and parent/guardian expressly agree and promise to accept and assume all of the risks relating to their participation in the graduation party including but not limited to their participation in any recreational or sporting activity and use of any of the Sports and Recreational Equipment. Senior and parent/guardian agree that senior's participation in the graduation party and the use of any Sports and Recreational Equipment is purely voluntary, and that any participation is done in spite of the risks.

4. Senior and parent/guardian warrant that senior will not engage in any activity or utilize any Sports and Recreational Equipment at the graduation party which is inappropriate for senior given any medical, physical or emotional condition of senior.

5. 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 knowingly, and voluntarily, expressly agree to indemnify, release, acquit, waive, forever discharge and covenant not to sue The Graduation Party Producers, their employees, agents, and any related affiliate and/or subsidiary entities from and against any and all liabilities, costs and expenses (including without limitations, any reasonable fees and expenses of their attorneys and consultants) relating to or arising out of any claims, demands or causes of action of every kind and character (including, without limitation, personal injury and property damage claims) as a result of the Senior consuming or handling of the food provided during the event. This waiver specifically includes, but is not limited to, any claims made by you arising from the alleged negligent acts of The Graduation Party Producers, their employees, agents, volunteers and any related parent and or/subsidiary entities.

6. Should Graduation Party Producers or anyone acting on their behalf incur attorneys' fees and costs to enforce this Agreement, senior and parent/guardian agree to indemnify and hold them harmless from 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.

7. Senior and parent/guardian certify that senior has insurance to cover injury or damage senior may cause or suffer while participating, or else senior and parent/guardian agree to bear the costs of such injury or damage themselves. Senior and parent/guardian further certify that senior has no medical or physical conditions which could interfere with senior's safety in the graduation party or the use of any Sports and Recreational Equipment, or else Senior and parent/guardian are willing to assume, and bear the costs of, all risks that may be created, directly or indirectly, by any such condition.

8. Seniors give full consent to *Grad Nights®* to make and use photographs, videos, or likeness of any student engaged during this event for the purpose of advertising, publicizing, promoting, etc.

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