

## THE FOLLOWING FORMS ARE REQUIRED TO BE FILLED OUT AND SIGNED IN ORDER TO ATTEND THE ALL NIGHT GRAD PARTY. NO EXCEPTIONS!

#### Please turn in forms ASAP

# Return to IHS Main Office NO LATER THAN MAY 1<sup>ST</sup>

STUDENT'S NAME
STUDENT'S PHONE NUMBER
STUDENT'S EMAIL
PARENT/GUARDIAN NAME
PARENT/GUARDIAN PHONE
PARENT/GUARDIAN EMAIL

#### 2022 SENIOR RELEASE FORM

#### RELEASE, ASSUMPTION OF RISK AND INDEMNIFICATION

(FILL IN FULL SCHOOL NAME)	

### Please fill in the name of your school above, then complete your Contact Information section below, and finally sign at the bottom of the 2<sup>nd</sup> page after reading this agreement.

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.

#### **CONTACT INFORMATION**

Senior Name:	Dat	te 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 Numbe	
Does Senior have a life-threatening allergy or condition	n? □ NO	☐ YES — You will also need to complete, at a later date, an Emergency Care Plan ("ECP").  The Parent Planning Committee will have ECP

FOOD ALLERGIES: Graduation Party Producers cannot guarantee that custom meals for special dietary will be available. In addition, there is no guarantee that cross-contamination has no occurred in the preparation of any food provided. If you have any special dietary needs, you will be responsible for providing your own food – please notify the party chairperson of your special needs and that you will be providing your own meal.

The signature page (next page) must be attached or printed on the back side of this form.

#### **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, Segway's, bumper cars, go-karts, hypnotists, factor of fear shows, disc jockeys (possibly with lights which can have a strobe-like effect, as well as non-toxic fog machines), 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 exposure to or contracting of Covid-19, participation in and use of Recreational Entertainment and Equipment (REE). Senior and parent/guardian agree that senior's participation in the Graduation Event, and participation in and use of any REE 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, exposure to or contracting of Covid-19, 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, exposure to or contracting of Covid-19, and property damage, and attorney's fees and costs incurred to defend against indemnified claims.
- 4. LIFE-THREATENING CONDITIONS: 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 condition or 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.

#### Parents & Seniors to Sign at Any Time:

By signing this Agreement Senior and parent/guardian ar	e affirming that Senior and parent/guardian have had sufficier	nt opportunity to thoroughly read
both sides of this document, and that they fully understan		at opportunity to alloroughly read
Senior's Signature	Senior's Printed Name	Date
Parent/Guardian's Signature	Parent/Guardian's Printed Name	Date
Seniors to Sign the Night of the Party:		
	ty (eighteen years of age), between the time that this docume	, ,
	agreement to the terms of this agreement by re- reading, sig	gning and dating the line entitled
"Adult Senior's Signature Reaffirming Agreement".		
Adult Senior's Signature Reaffirming Agreement	Date	

#### 2022 Emergency Care Plan (ECP)

		Student 1	nformati	on		
Senior Name:			Emerge	ncy Contact 1 (l	Full Name &	<b>&amp; Phone</b> #):
School:			Emerge	ncy Contact 2 (1	Full Name &	& Phone #):
DOB:	Night-of-Event Bus Onsite help to enter day of eve					
Authorization for Use	or Disclosure of Prot	ected Health				
Required by the Health	h Insurance Portabilit	y and Accour	ntability A	Act, 45 C.F.R.		
I,			_, hereby a	authorize employe	es of the scho	ool listed on this
	olunteers, Grad Nights			•		
	ease my child's protecte nedical need or emergen					
	ittee of any changes to					
G' ( C.1 T.1')	11 1011 411 4 41	· ,·		D .		
Signature of the Indivi	idual Giving this Auti	norization		Date		
Please list all life-threa	atening conditions:		or be bring	ging any of the fol	lowing	Who will carry?
☐ Allergy (Please speci	fv)·	onsite?  □ Allergy N	ledication 1	(Please specify):		(Senior or Chaperone)
<ul><li>□ Asthma</li><li>□ Diabetes</li></ul>		☐ Epi Pen☐ Inhaler	(3mg	g) (15mg)		
□ Cardiac Issues		□ Insulin / 0				
<ul><li>□ Seizures</li><li>□ Other (Please specify)</li></ul>	):	□ Other Me	dications (	Please specify):		
				TIP C		
Will the senior be brin (Allergy) Senior to sh			gens:	□ YES	□ NO	
(Asthma) Senior to a	void contact with thes	se Asthma tri	ggers:			
( <b>Seizures</b> ) Senior to a			ggers:			
Please list side effects	of any carried medica	ation.				
In the spaces below, p	lease detail vour Acti	on Plan for e	ach appli	cable life-threate	ening condit	ion. Make sure to
include who to contact	•			3	O	
		Immediate 1	Response	Plan		
Applicable life-threa	tening condition(s):_					
Detail here:						
Please use the back of	this sheet for addition	nal space if r	eeded	More details or	n the other	side?

2022 Emergency Care Plan (ECP)

#### EVENT ATTENDEE COVID WAIVER AND RELEASE OF LIABILITY FORM

The novel coronavirus, COVID-19, is a recognized pandemic and federal, state, and local governments along with federal and state health agencies are creating or modifying regulations regarding events and social gatherings as the pandemic landscape changes.

The parent planning committee continues to monitor policy and procedures during the COVID-19 pandemic. The safety and well-being of event attendees, including seniors, chaperones, vendors, and employees is our top priority. As Event Hosts, we are collaborating with the Howard Group, Inc., d/b/a Grad Nights, vendors and venues collectively known as the Graduation Party Producers to implement practices and comply with regulations aimed at managing the spread of COVID at social events.

We have worked to put in place preventative measures to reduce the spread of the COVID-19 virus; however, neither we as the Event Hosts (Parent Planning Committee), or any member of The Graduation Party Producers is able to guarantee that any event attendee will not become infected with the virus while participating in or attending the graduation party.

Monitoring and enforcement of the event policies and safety guidelines and CDC recommendations will be handled by the parent planning committee, parent chaperones, and the venue staff. Please review the agreement below. Additionally, your signature will be required as a confirmation of your intent and commitment to abide by policies put in place to protect senior attendees, volunteer chaperones, venue and vendor staff, other volunteers, and event staff.

As a condition of participation and in consideration of the services provided by the parents on the Parent Planning Committee who are the event hosts; 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:

**SAFETY RULES:** Senior must follow the safety protocols that have been implemented by the Graduation Party Producers while attending the graduation party which may include social distancing, vaccination/testing requirements, wearing masks, etc. The Graduation Party Producers intend to adhere to all federal, state, and local regulations for COVID safety protocols.

**COVID SYMPTIONS:** Senior is not experiencing or exhibiting any COVID-19 related symptoms as outlined by federal and Washington State, or the Center for Disease Control and Prevention (CDC) such as fever, dry cough, or shortness of breath.

**TRAVEL & COVID EXPOSURE:** Senior has complied with CDC and Washington State requirements regarding travel internationally or to a highly impacted COVID-19 area within the United State. Senior is not aware, nor do they believe they have been recently exposed to a person or animal with a positive and confirmed case if COVID-19.

**REMOVAL FROM EVENT & PARENT/GUARDIAN RESPONSIBILITY**: Senior may be removed from an event or asked to leave the event venues by the Graduation Party Producers I should senior exhibit any behavior that violates the event guidelines and safety measures. Parent agrees to provide transportation home for senior if they are removed from the event.

**INCREASE RISK OF CONTRACTING COVID:** Senior and parent acknowledge the contagious and evolving nature of COVID-19 and voluntarily assumes the risk that they may be exposed to virus and become affected as a result. Senior understands and voluntarily assumes the risk that attending this graduation party could increase the possibility of contracting COVID-19 for them, their friends and family, and others with whom they associate and that such exposure or infection may result in personal injury, illness, permanent disability, and death. Senior and parent understands that the risk of becoming exposed to or infected by COVID-19 at the graduation party may result from the actions, omissions, or negligence of others, including, but not limited to Graduation Party Producers and other event attendees and seniors.

ASSUMPTION OF RISK AND HOLD HARMLESS: Senior and parent voluntarily agrees to assume all of the foregoing risks and accept sole responsibility for any expense, liability, illness, injury, disability or death related to contracting the COVID virus while attending the graduation party and releases, discharges, covenants not to sue, and holds harmless Graduation Party Producers from any and all claims related in any way to COVID-19 and the graduation party. Senior and parent understands that this release of liability includes any claims including any claims based on the actions, omissions, or negligence of Graduation Party Producers, volunteer chaperones, and other event participants whether a COVID-19 infection occurrence exists before, during, or after attendance and participation at the graduation party.

MINOR CHILD: If senior is a minor child under the age of eighteen years, said senior's adult parent(s) or legal guardian(s) shall be jointly and severally liable for the senior's performance of this event attendee COVID waiver and release of liability form and represent and warrant to Graduation Party Producers that they have full authority to enter into this event attendee COVID waiver and release of liability form on behalf of such minor.

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. If 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 exclusively by the laws of the State of Washington and the courts in King County.

Parents & Seniors to Sign at An	v iime
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Adult Senior's Signature Reaffirming Agreement

Senior's Signature	Senior's Printed Name	Date
Parent/Guardian's Signature	Parent/Guardian's Printed Name	Date
eniors to Sign the Night of the Party:		

Date