

2016 GRAD NIGHT POLICIES & PROCEDURES – RELEASE FORM

OBJECTIVE: The intent of Grad Night is to provide a fun-filled environment for our graduating seniors that will allow them to safely celebrate one of the most exciting events of their lives.

THREE REQUIRED FORMS (No student will be admitted without the signed agreements on file.): Each participating student and the parents/guardians of each participating student shall sign an **Authorization Form** which includes three agreements: 1) Code of Conduct Agreement, including a Consent to Search all property and clothes which the student seeks to wear into Grad Night; 2) Medical Authorization Form; 3) Release and Waiver of Liability Form. All three agreements are found on the Authorization Form. In addition, students need to submit the **Umigo Kart Racing Waiver** and a **Plan It Waiver**.

INAPPROPRIATE BEHAVIOR: Any conduct that interferes with the enjoyment of others at Grad Night is inappropriate behavior. Such behavior includes, but is not limited to: fighting, roughhousing, taunting, defacing or destroying property or refusing to comply with the instructions of the Grad Night Committee. Any participant whom the Grad Night Committee believes to be engaging in an inappropriate behavior will be first asked to stop, and if the behavior persists or is repeated, the participant will be asked to leave. The participant's parent/guardian or the designated alternate adult on the permission slip will be called to pick up the student.

PERSONAL PROPERTY: Students are responsible for any personal property taken to the venue. We suggest that only a cell phone and closed toe shoes (needed if your child wears non-closed toe shoes, such as flip-flops, to the event) come with your student. **Please leave any valuables at home.**

ADMISSION AND DEPARTURES:

- At 5pm on Friday, June 10, 2016 prior to graduation, students check in to Grad Night in front of the cafeteria. After check in, students proceed to graduation. After graduation, students assemble at the front of the cafeteria for a light snack and bus transportation. The departure process begins at 7:45 pm and continues until 8:15 pm. Buses depart for Umigo, located in Livermore, at 8:30pm.
- If your child signed up for Grad Night and does not check in, an attempt will be made to notify parents (phone and text). Each participating student and the parents/guardians of each participating student agree that once checked in, the student shall remain at Grad Night until the conclusion at approximately 4:00 AM on Saturday, June 11, 2016. In case of illness, the student will only be released to a parent or guardian.
- Buses plan to leave Umigo at 3:00am on Saturday, June 11 and should arrive at Acalanes by approximately 3:45 am.

ALCOHOL, TOBACCO, WEAPONS, VAPE PENS, AND DRUGS - ZERO TOLERANCE POLICY:

- The use and/or possession of alcohol, drugs, or weapons, shall not be allowed at Grad Night. This policy applies to all students as well as to all other participants, parent volunteers, vendors and contractors. Any alcohol, drugs, or weapons found on any student or in their clothing will be confiscated and turned over to the Lafayette Police.
- Any person observed to be using alcohol, tobacco, or drugs, or believed to have been using alcohol or drugs at Grad Night will be asked to leave Grad Night.
- Any participant asked to leave Grad Night will be required to remain at Umigo in Livermore until a parent, guardian or the person designated in the Medical Emergency Authorization, can pick up the student. They will not be allowed to return.

Please sign and complete the attached 3 forms:

FORM 1: AUTHORIZATION FORM- Grad Night 2016 (1 page form)

FORM 2: PLAN IT FORM (1 page) Parent/Guardian must sign this form.

FORM 3: (UMIGO WAIVER FORM) EXPRESS ASSUMPTION OF RISK, COMPLETE WAIVER AND AGREEMENT NOT TO SUE AND INDEMNITY AGREEMENT FORM (3 page form) Parent/Guardian must sign (UMIGO WAIVER FORM) even if your student is 18 years of age or older.

MAIL FORMS TO: Janet Supple, 377 Shire Oaks Court, Lafayette, CA 94549

Any questions – email me at JPTBSupple@aol.com or call my cell 925-286-2210

This page is blank on purpose – please print ALL forms double sided if possible.

AUTHORIZATION FORM – Grad Night 2016

Student name (print clearly): _____

(1) STUDENT/PARENT CODE OF CONDUCT AND CONSENT TO SEARCH AGREEMENT

STUDENT: I have read and understand the Acalanes Class of 2016 Grad Night Policies and Procedures.

As a condition of my participation at Grad Night, I agree to abide by such policies and procedures. I agree not to use drugs and/or alcohol prior to or during Grad Night (Friday June 10, through Saturday June 11, 2016). I agree to remain at Grad Night for the entire night (starting after graduation on Friday June 10, 2016 to 4:00am Saturday June 11, 2016 when the bus brings me home). I consent to let the Grad Night Committee breathalyze and search me.

PARENT/GUARDIAN: As a parent/guardian of the above-named student, I have read and understand the 2016 Grad Night Policies and Procedures. As a condition of my student's participation at Grad Night, I agree to such policies and procedures and to the specified actions that will be taken if my student violates or does not fully comply with such policies and procedures. I consent to let the Grad Night Committee search any clothes or property my student desires to wear or take into Grad Night. I agree my student will remain until Grad Night's conclusion at approximately 4:00 am, Saturday, June 11, 2016. The phone numbers below will be reachable from 8:00pm June 10 thru 4:00am June 11, 2016.

Student signature: _____

Parent/Guardian (signature): _____

Mother's name (print) _____ **Father's name (print)** _____

Mother Cell Phone: _____ **Father Cell:** _____

Mother Home Phone: _____ **Father Home Phone:** _____

(2) MEDICAL EMERGENCY AUTHORIZATION

If parents/guardians unavailable **-Alternate Contact Name (print)** _____

Alternate Contact Home Phone: _____ **Alternate Contact Cell:** _____

Is there any medical information or allergies that the Grad Night Committee should be aware (list below)?

If any prescription medication will need to be administered to the student on Grad Night please specify. (This medication will need to come in a plastic bag to the event with instructions and given to a committee member to administer.)

If requested, the Grad Night Committee has my permission to administer Tylenol/Advil to my student. Sign below if you agree.

Parent/Guardian Signature: _____

(3) RELEASE AND WAIVER OF LIABILITY

The undersigned student and parents/guardians of the student participating in the 2016 Grad Night do hereby fully and forever release the Grad Night Committee, each member thereof, each parent volunteer at Grad Night, the Acalanes Union High School District, and their respective agents, employees, contractors, vendors, and invitees, of and from all liability for injury to person or property, however defined or denominated, arising out of or related to the student's participation in Grad Night or from any act, omission, event, condition or other occurrence which occurs at Grad Night.

Student signature: _____

Parent/Guardian signature: _____ **Date:** _____

Plan-It Interactive

Acknowledgement of Risks, Assumption of Risks, & Responsibility of Liability for Organizations and Individuals

Warning: There are significant elements of risk in any adventure, sports or activity associated with the indoor or outdoor use of games and activities incidental thereto (referred to herein as "activity"). Although we have taken reasonable steps to provide you with appropriate equipment and/or skilled staff, this activity is not without risk. Certain risks cannot be eliminated without destroying the unique character of the activity. For your safety, and that of other participants, we think it is important for you to know in advance what to expect and to be informed of the inherent risks.

Acknowledgment of Risks: I acknowledge that the following describes some, BUT NOT ALL, of those risks: risks of personal injury, accidents and/or illness, including but not limited to sprains, torn muscles and/or ligaments, fractured or broken bones, eye damage, cuts, wounds, scrapes, abrasions and/or contusions, dehydration, oxygen shortage (anoxia), and/or exposure, head, neck, and/or spine injuries, allergic reaction, shock, paralysis or death. I/We understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death.

Express Assumption of Risk and Responsibility: I/we agree to assume responsibility for the risks identified herein and those risks not specifically identified. My/our participation in these activities is purely voluntary. No one is forcing me/us to participate. I verify that I am physically fit, not under the influence of alcohol or drugs at this time, and sufficiently qualified and trained and capable to participate in these activities. I/we elect to participate in spite of the risks.

Authorization: I/we hereby authorize any medical treatment deemed necessary in the event of any injury while participating in the activity. I/we agree to any film or photographs of me/us as a participant becomes your property and may be used for promotional purposes.

Release: In consideration of services or property provided, I, for myself, my employees, and/or any minor children for which I am parent, legal guardian, group leader, or otherwise responsible, any heirs, personal representatives or assigns, agree that **Plan-It Interactive**, its principals, directors, officers, agents, employees and volunteers, their insurers and each and every land owner, municipal and/or governmental agency upon those property an activity is conducted and their insures, if any, shall have no liability except for its sole negligence.

I have read the Acknowledgment of Risks, Assumption of Risks and Responsibilities, and Release of Liability.

Students name (print) _____

Parent/Guardian name (print) _____

Parent/Guardian (signature) _____ Date: _____

UMIGO GO-KART RACING WAIVER

**EXPRESS ASSUMPTION OF RISK, COMPLETE WAIVER AND AGREEMENT NOT TO SUE AND
INDEMNITY AGREEMENT**

IN CONSIDERATION of being permitted to compete, officiate, work for, use the property, its facilities and/or services (the "FACILITIES"), and/or participate in any way in the RENTAL AND OPERATION OF A GO-KART AT UMIGO RACING, INC. ALSO DOING BUSINESS AS UMIGO INDOOR KART RACING, or being permitted to enter for any purpose any RESTRICTED AREA (defined any area requiring special authorization, credentials, or permission to enter any area to which admission by the general public is restricted or prohibited), THE UNDERSIGNED, for himself or herself, his personal representatives, heirs, and next of kin:

_____(initial) 1) Acknowledges, agrees, and represents that he/she have and will immediately upon entering any such RESTRICTED AREAS, and will continuously thereafter, inspect the RESTRICTED AREA which he/she enters, and he/she further agrees and warrants that, if at any time, he/she is in or about the RESTRICTED AREAS and he/she feels anything to be unsafe, he/she will immediately advise the official of such and if necessary will leave the RESTRICTED AREAS and/or refuse to participate further in the RENTAL AND OPERATION OF A GO-KART.

_____(initial) 2) HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE: UMIGO RACING, INC., the track operators, the track owners, the corporate officers of UMIGO RACING, INC., the share owners of UMIGO RACING, INC., the employees of UMIGO RACING, INC., the owners and lessees of FACILITIES and premises used to conduct the RENTAL AND OPERATION OF A GO-KART, the officials, the vehicle owners, the drivers, the pit crews, the rescue personnel, any persons in any RESTRICTED AREA, the promoters, the participants, the racing associations, the sanctioning organizations, the sponsors, the advertisers, the manufacturers of the equipment utilized in the FACILITIES and in the RENTAL AND OPERATION OF A GO-KART, the premises inspectors, the event inspectors, the surveyors, the underwriters, the consultants, and others who give recommendations, directions, or engage in risk evaluation or loss control activities regarding the premises, FACILITIES or the RENTAL AND OPERATION OF A GO-KART and each of them, their directors, officers, agents and employees, or any subdivisions thereof, all for the purposes herein referred to as "Releasees," FROM ALL LIABILITY TO THE UNDERSIGNED, his personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE RENTAL AND OPERATION OF A GO-KART OR USE OF THE FACILITIES, WHETHER CAUSED BY NEGLIGENCE OR THE RELEASEES OR OTHERWISE.

_____(initial) 3) HEREBY AGREES TO INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS the Releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST they may incur directly or indirectly arising from any action or other proceeding brought by or prosecuted for my benefit contrary to the release extended to all claims of every kind and nature what-so-ever whether known or unknown and expressly waive any benefits I may have under Sect. 1542 of California Civil Code relating to the release of unknown claims.

_____(initial) 4) HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the RENTAL AND OPERATION OF A GO-KART, whether caused by the NEGLIGENCE OF RELEASEES or otherwise.

_____(initial) 5) HEREBY acknowledges that the ACTIVITY OF RENTING AND OPERATING A GO-KART IS VERY DANGEROUS and involves the risk of serious injury and/or death and/or property damage. THE UNDERSIGNED, also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED

BY THE NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES. THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY THE WEARING OF EYEGLASSES BY THE UNDERSIGNED.

_____(initial) 6) HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasees, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the Province or State in which the RENTAL AND OPERATION OF A GO-KART is conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in the full legal force and effect.

_____(initial) 7) Acknowledges and agrees to PAY for any and all damages to the facilities caused by the UNDERSIGNED, negligently, willfully, accidentally or otherwise; and

_____(initial) 8) HEREBY AGREES that participating in events or the utilization of FACILITIES of UMIGO RACING, INC., I acknowledge that I fully understand the significant inherent dangers of driving and/or racing the vehicles offered to the UNDERSIGNED and I further acknowledge that I will read and comply with the safety rules provided to me in writing for driving such vehicles (and if I do not understand any point or part of the safety rules, I will advise an official of UMIGO RACING, INC and request further assistance so that I may fully understand them before using the FACILITIES).

I hereby represent and warrant to Umigo Racing, Inc. that each of the following are true:

- 1) I have read this release and waiver of liability, assumption of risk and indemnity agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and have signed it freely and voluntarily without any inducement, assurance or guarantee being made to me and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.
- 2) **I am at least 58 inches tall. I am not pregnant. I have not consumed alcohol or drugs which may affect my ability to rent and operate a go-kart in a safe manner.**
- 3) I do not suffer from ANY health conditions which may be aggravated by driving a go-kart including, but not limited to, heart conditions, high blood pressure, carbon monoxide allergies, back, neck, or other skeletal or muscular or joint problems.
- 4) I will wear a helmet and eye protection while operating a go-kart and while I am in or around the race track area.
- 5) I will attend the required driver's briefing meeting; obey all rules, regulations and instructions from Umigo Racing, Inc. personnel.
- 6) I will drive slowly until familiar with the track and equipment. I will not willfully crash my go kart or bump the other go-karts.
- 7) I understand that Umigo Racing, Inc. personnel have the right to cease the operation of the go-karts at any time and for any reason. Umigo Racing Inc. personnel can remove me from the FACILITIES at any time for any reason.

Date: _____

Name: _____ Address: _____

Drivers Signature: _____

Email: _____ Birth Date: _____

THIS SECTION (MINOR RELEASE) NEEDS TO BE FILLED OUT BY EVERY PARENT/GUARDIAN, EVEN IF YOUR STUDENT IS OVER 18.

Minor Release (Required if under 18 years old)

IN THE EVENT THE UNDERSIGNED IS A MINOR, the parent or legal guardian of the minor must also sign this agreement and, by so signing, acknowledges and agrees to the terms of this agreement. In addition to this, the parent or legal guardian of the minor acknowledges and agrees to release and defend, indemnify and hold harmless Umigo Racing Inc, its officers, directors, employees, agents and legal representatives from any loss, liability, damage or costs they incur, or on any claim or lawsuit filed against them, on account of, arising out of or in connection with any and all injuries, losses, damages to the person or property, or resulting in the death of the minor, whether or not caused by the active negligence or fault, passive negligence or fault, or sole negligence or fault of Umigo Racing, Inc., its officers, directors, employees, agents and legal representatives, while the minor is on the property, or is using the property, or the facilities or services thereon, or is participating in any way in any of the activities thereon.

Name of Parent or Guardian _____

Relationship _____

Signature of Parent/Guardian _____

Date _____

Address: _____

City/State/Zip: _____

Phone: _____

***Please note that closed toe shoes are required to participate in Go-Kart racing. Your child may wear other shoes to the event and bring closed toe shoes with them to participate. (Please be aware, however, that students are responsible for their own belongings during the event.)