

# BRET HARTE HIGH SCHOOL GRAD NIGHT 2017

(please keep this page for your information)

- What:** Grad Night is a spectacular, all-night, safe, sober, and substance-free celebration for Bret Harte High Graduates and their guest. **Entertainment, games, food and prizes (seniors only) are all included in the admission fee.**
- When:** The evening of graduation, **June 2nd, 2017**. Admission will begin immediately after the Graduation ceremony until 10:00 pm. **No late arrivals unless accompanied by a parent.** Grad Night will conclude at approximately 3:00 am, June 3th, 2017.
- Where:** Bret Harte campus (Pool, Multipurpose Room, Upper Gym, Music Room & Quad Area)
- Cost:** The pre-sale admission fee is **\$25** for graduating seniors (**\$35 if paying at the door**). Each senior may invite *one* guest (under age 21); the pre-sale ticket price for the **guest is \$35 (\$45 if paying at the door)**. If paying by check please make payable to Grad Night Foundation of Calaveras County.

## What you have to do to participate:

1. Read the Rules and Procedures for Bret Harte Grad Night 2017.
2. Read and Sign the Student Behavior Agreement and Waiver.  
*Both the parent/guardian and student must sign form even if student is 18.*
3. Read and Sign Parent/ Guardian Waiver of Liability form.  
*Both parent/guardian must sign form even if student is 18.*
4. Make payment of \$25 pre-sale/\$35 paying at the door (seniors) or \$35 pre-sale/\$45 paying at the door (guest) by cash or check payable to Grad Night Foundation of Calaveras County.
5. **Turn in ALL your signed forms and payment**

**ALL COMPLETED PAPERWORK AND PAYMENT MUST BE TURNED IN TO BE ALLOWED ADMITTANCE TO GRAD NIGHT PARTY.**

# GRAD NIGHT RULES AND PROCEDURES

## (Please keep this page for your reference)

1. Consumption or possession of alcoholic beverages, illegal substances or paraphernalia by students or volunteers will absolutely not be tolerated. Those found in violation will be denied entry and immediately turned over to the police. (Strictly enforced.) Anyone arriving with detectable odor/physical symptoms of alcohol/drug usage will likewise not be admitted, and will be turned over to the police. Your entrance fee will be forfeited with no reimbursement.
2. All tobacco products are prohibited at Grad Night. Students found in possession will be asked to relinquish all products to Security Staff. If the offense is repeated, students will be required to leave and their parent(s)/guardian(s) will be notified.
3. Check-in begins at immediately after graduation until 10:00pm. **Payment in full and ALL signed permission forms must be on file with Grad Night in order for a student to check in.**
4. Wear comfortable clothing/bathing suit/towel. Do NOT bring purses, backpacks, money or other valuables. Students will be permitted to have a yearbook, camera and cell phone; all other personal belongings must be checked into the music room and held for the student for the duration of the event.
5. No visitors including friends or family will be permitted unless they are working as assigned volunteers and their names appear on the roster located at the volunteer center.
6. Students are required to remain at Grad Night until the conclusion of the event. The only exceptions to this policy that will be considered are medical situations. In the case of an emergency, parent(s)/guardian(s) will be contacted by Security Staff. If a student becomes ill at Grad Night the student will be treated at the First Aid Station (Music Room). If the medical staff determines that it is necessary for a student to leave Grad Night early, the parent/guardian will be notified. Any such student who leaves early **WILL NOT BE RE-ADMITTED. NEITHER THE GRAD NIGHT COMMITTEE NOR BRET HARTE HIGH SCHOOL NOR BRET HARTE UNION SCHOOL DISTRICT WILL BE RESPONSIBLE FOR ANY STUDENT WHO LEAVES EARLY.**
7. Students are required to wear their wristband at all times in order to verify their identity if asked to do so by a staff member.
8. Students are subject to search upon entry. Students may bring cell phones, yearbooks and cameras only. All other personal items should be left at home. Students do NOT need money, as the ticket price covers everything. Personal items must be checked in and will be placed in the student's personal bag located in the cubby room (music room). Students will not be allowed to return to their cars to retrieve personal items once admitted into Grad Night.
9. An attempt will be made to notify parents or guardians of any student paying for a ticket but not checking into Grad Night. This phone call may be midnight or later.
10. **PARENTS/GUARDIANS:** In case of an emergency, Grad Night staff must be able to reach you. If you are not going to be home for the evening, leave a phone number where you can be reached.
11. Student will **arrange to be picked up** by someone who has not been awake all night at the conclusion of the party at 3 am. Driving after being awake all night is extremely dangerous. I will not risk my safety by driving home at the conclusion of the party.

**STUDENT Behavior Agreement Waiver of Liability, Assumption of Risk and Indemnity Agreement  
(Return this form with payment)**

I, \_\_\_\_\_, understand that attending Grad Night is a privilege and agree to the following:

1. Hours are from immediately after graduation June 2, 2017 to approximately 3:00 am, June 3, 2017. **I agree to remain at the event for the duration and understand that upon entering the premises, I will not be permitted to leave unless the Medical staff determines that it is necessary or my parent or guardian arrives in person to sign me out.** In the event that I do leave, I will not be permitted to return. I understand and agree that the Grad Night Committee, Bret Harte High School, or Bret Harte Union School District are in no way responsible for me or any subsequent actions on my part should I leave the premises.
2. I understand that this is a drug free, alcohol free and tobacco free graduation party and that there will be a ZERO TOLERANCE POLICY. I agree to act as a responsible individual, in an acceptable and respectful manner, at all times, while a guest of Grad Night. I agree to arrive sober and to not bring any drugs, alcohol and/or tobacco products to Grad Night. I understand that should I appear to be under the influence of drugs or alcohol or be caught in possession of drugs or alcohol, I will be immediately banned from any further activity and my parents will be contacted to pick me up. Also, police and/or emergency medical personnel may be contacted at the sole discretion of Grad Night Committee personnel. I understand that Grad Night may require an inspection of all students and their belongings upon arrival.
3. I understand that I am responsible for any and all damages that may result to the premises, any other guest, the Grad Night Committee, from my actions.
4. I hereby RELEASE FROM ANY LEGAL LIABILITY AND AGREE NOT TO SUE OR BRING ANY LEGAL ACTION AGAINST the Bret Harte Union School District, Bret Harte High School, Grad Night, its organizers, volunteers, committee chairs, Grad Night Co-Chairs and their agents, officers directors and employees for any and all injuries sustained or caused by me.
5. I hereby grant permission to Grad Night Foundation of Calaveras County to use my photograph on its World Wide Web site or in other Bret Harte Grad Night printed publications without further consideration. I also understand that once my image is posted on Grad Night Foundation of Calaveras County's website, the image can be downloaded by any computer user on or off campus.
6. I also agree to defend, indemnify and hold harmless Bret Harte Union School District, Bret Harte High School, Grad Night Foundation of Calaveras County, its volunteers, committee chairs and Grad Night Coordinators and their agents, officers, and employees from any and all suits, claims, judgments, settlements, losses, costs (including attorney's fees), damages, expenses and liabilities of any nature (including statutory liability and liability under Workmen's Compensation or other similar laws) incurred by third parties in connection with any injury of any person or any property damage (including personal property) occurring on or about the premises or in route to, during or after Grad Night occasioned by me.
7. **I agree to arrange to be picked up by someone who has not been awake all night at the conclusion of the party at 3 am. Driving after being awake all night is extremely dangerous. I will not risk my safety by driving home at the conclusion of the party.**
8. I have read and agree to follow the Rules of Grad Night 2017. I agree to the provisions of this contract and am looking forward to a safe, fun-filled and memorable celebration.

Student Signature: \_\_\_\_\_ Printed Student Name \_\_\_\_\_

Parent Signature: \_\_\_\_\_ Printed Parent/Guardian Name \_\_\_\_\_

Date: \_\_\_\_\_ Student Birth date: \_\_\_\_\_ Parent's Phone # \_\_\_\_\_  
(Month - day - year of birth)

I AM A (CIRCLE ONE) GRADUATE Name of guest you are inviting \_\_\_\_\_

GUEST Name of Graduate whom invited you: \_\_\_\_\_

**PARENT/GUARDIAN agreement Waiver of Liability, Assumption of Risk and Indemnity Agreement  
(Return this form with payment)**

1. \_\_\_\_\_ has my permission to attend Grad Night 2017 and to remain on the premises until the conclusion of the event at approximately 3:00 am the following morning. I have reviewed the Student Behavior Agreement and Waiver of Liability with my child and have signaled my full agreement by my signature.
2. I understand Grad Night is a parent-sponsored event and is not under the jurisdiction, control, or supervision of Bret Harte High School or the Bret Harte Union School District. I understand that it is the intention of Grad Night to provide a safe, sober celebration for my child. I am also aware that my child's participation in this event and related recreational and/or entertainment activities involve some risk of injury and I FREELY ASSUME THOSE RISKS ON BEHALF OF MY CHILD.
3. Every effort is made to provide participants with a safe, enjoyable, and memorable experience. I attest and verify that my child is physically able to participate in all activities offered at the Grad Night Party organized by the Grad Night Foundation of Calaveras County. I understand, however, that there are inherent risks in activities organized, and, knowing the risks, nevertheless, I agree to ASSUME ALL RISKS OF PERSONAL INJURY, PERMANENT, TEMPORARY, TOTAL OR PARTIAL DISABILITY, DISFIGUREMENT, PARALYSIS AND ANY OTHER LOSSES OR DAMAGE TO PERSON OR PROPERTY OR DEATH, sustained while my child participates in, attends, prepares for or travels to and the Grad Night Party, including the risk of negligence of the Grad Night Foundation of Calaveras County staff, or hidden, latent or obvious defects in the facilities or equipment used.
4. I hereby RELEASE FROM ANY LEGAL LIABILITY AND AGREE NOT TO SUE OR BRING ANY LEGAL ACTION AGAINST the Bret Harte Union School District, Bret Harte High School, Grad Night Foundation of Calaveras County, its organizers, volunteers, committee chairs, Grad Night co-coordinators and their agents, officers and directors for any and all injuries caused by or resulting from any participation by my child in Grad Night whether or not such injury was caused by negligence.
5. I also agree to defend, indemnify and hold harmless Bret Harte Union School District, Bret Harte High School, Grad Night Foundation of Calaveras County, its volunteers, committee chairs and Grad Night co-coordinators and their agents, officers, and employees from any and all suits, claims, judgments, settlements, losses, costs (including attorney's fees), damages, expenses and liabilities of any nature (including statutory liability and liability under Workmen's Compensation or other similar laws) incurred by third parties in connection with any injury of any person or any property damage (including personal property) occurring on or about the premises during Grad Night or any occurrence in route to, during or after Grad Night 2017 occasioned by any action of my child.
6. I assume full financial responsibility for any and all damages that may result to the premises, any other guest, the Grad Night Committee, from any actions on the part of my child.
7. I hereby, for my child, myself, my heirs, executors and administrators, release and forever discharge Bret Harte Union School District, Bret Harte High School, Grad Night Foundation of Calaveras County, its volunteers, committee chairs and Grad Night Coordinators and their agents, officers, and employees acting officially or otherwise, from any and all claims, demands, actions or causes of action which in any way arise from my child's participation in the Grad Night events.  
I hereby certify to the best of my knowledge and belief that my child is in good health. Should my child need to have medical treatment while participating in Grad Night, I hereby give the Bret Harte Grad Night Committee personnel permission to use their judgment in obtaining medical services for my child. I give permission to the physician selected by the Bret Harte Grad Night Committee personnel to render medical treatment deemed necessary and appropriate by the physician. I understand that any medical or hospital costs incurred for such treatment shall be my sole responsibility.
8. I understand that this waiver and release is intended to be as broad and inclusive as permitted by the laws of this state and that if any portion of this waiver and release is held invalid, the balance shall continue in full legal force and effect. The undersigned confirms that he/she has read and understands this Grad Night Release and Waiver of Liability, Assumptions of Risk and Indemnity Agreement and acknowledges and agrees to its terms, and signs it freely and voluntarily.
9. I AM AWARE THAT I AM RELEASING LEGAL RIGHTS BY SIGNING THIS WHETHER OR NOT MY CHILD HAS REACHED THE AGE OF 18 YEARS.

Date: \_\_\_\_\_ Parent/Guardian Signature \_\_\_\_\_ Student Signature: \_\_\_\_\_

Phone number where parent/guardian can be reached during the Grad Night Party. \_\_\_\_\_