

STUDENT'S LAST NAME: _____ STUDENT'S FIRST NAME: _____

**GRAD NIGHT PARTICIPANT RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

The undersigned hereby certifies that I am the legal parent/guardian of _____, a graduate (hereinafter the "PARTICIPANT") participating in GRAD NIGHT activities at an undisclosed location (hereinafter the "FACILITY"). In consideration of being permitted to enter the FACILITY'S premises and being granted access to the FACILITY'S amenities and services, and being permitted to participate in any of the GRAD NIGHT activities at the FACILITY, the undersigned:

1. Agrees that he/she will instruct the PARTICIPANT that he or she must adhere to the FACILITY'S Rules of Conduct and may not be under the influence of, or use, illegal drugs, tobacco or alcohol prior to or during the event.
2. Agrees that any damages caused by the PARTICIPANT will be paid by the undersigned to the owner(s) of the damaged item(s).
3. Represents that the PARTICIPANT has medical coverage and has been released to participate in the activities conducted during GRAD NIGHT by his/her personal physician and understands that in the event of a medical emergency, the undersigned or the listed emergency contact person will be notified immediately, and if neither are available for consultation, grants permission to the FACILITY to obtain medical treatment as deemed necessary.
4. Hereby releases, waives and discharges the FACILITY, including its officers, agents, employees, managers, independent contractors, parent organizations, subsidiaries, affiliates and personnel ("Releasees") from, and agrees and covenants not to sue Releasees for, any claim, liability, or demand of any kind or on account of any personal injury, temporary or permanent disability, death, property damage, or other damages to PARTICIPANT or the undersigned, whether caused by the negligence of Releasees or otherwise, resulting from or in any way associated with the PARTICIPANT or undersigned's entry on the FACILITY'S premises or use of the FACILITY'S amenities and services, or participation in any of the GRAD NIGHT activities at the FACILITY. Further, the undersigned agrees and covenants to indemnify Releasees for, and hold Releasees harmless, from any such claims, liabilities or demands.
5. HEREBY VOLUNTARILY ASSUMES ALL RISKS of personal injury, including temporary or permanent disability or death, property damage, economic losses, and/or other damages to PARTICIPANT and/or undersigned resulting from or in any way associated with the PARTICIPANT or undersigned's entry on the FACILITY'S premises or use of the FACILITY'S amenities and services, or participation in any of the GRAD NIGHT activities at the FACILITY.
6. Acknowledges and agrees that this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT is intended to be, and is, a complete release of any responsibility of Releasees for personal injuries and/or temporary or permanent disability or death and/or property loss/damage sustained by the PARTICIPANT or undersigned while on the FACILITY'S premises or while using the FACILITY'S amenities and services, or while participating in any of the GRAD NIGHT activities at the FACILITY; and undersigned further acknowledges and agrees that it is specifically intended to and does include release, waiver, assumption of risk and indemnity as to premises liability claims such as (by example, not limitation) slip & falls and/or trip & falls at the FACILITY.
7. Understands 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, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT and acknowledges and agrees to its terms, and signs it freely and voluntarily.

Signature of Graduate (PARTICIPANT) _____ Date _____

Signature of Parent/Guardian _____ Date _____

Parent/Guardian Name _____ Graduate's Name _____

Home Number _____ Cell Number _____

Name of Emergency Contact _____ Phone Number _____

Allergies, or any other health conditions, if any _____
