

PARENT'S APPROVAL, STUDENT AND PARTICIPANT WAIVER

Grad Nite 2022 Sponsored by Monte Vista High School PTSA

>> SAVE A COPY OF THIS DOCUMENT FOR YOUR RECORDS <<

I request that my son/daughter be permitted to participate in ***Disney Grad Nite on Tuesday, June 7, 2022 to Wednesday, June 8, 2022.*** The parent or guardian assumes all risks in connection with the student's participation in Disney Grad Nite sponsored by Monte Vista High School PTSA.

Students need to be at Monte Vista on Tuesday, June 7, 2022 at 8:00am for search and inspection prior to boarding buses. Buses will depart promptly at 8:30am. **Students will return to Monte Vista Wednesday, June 8 at approximately 4:00am.**

As a reminder, Monte Vista's graduation is Friday, June 3, 2022. Grad Nite is **4 days after** graduation.

I understand that:

Tickets are \$250 per person (paypal/credit/debit card) and that all sales are final. NO REFUNDS will be issued.

The ticket includes Disney park-hopper admission (Disneyland Park and California Adventure Park) from 10am to 9pm, exclusive Grad Nite themed entertainment and use of selected rides and attractions at California Adventure Park 9pm-2am, and roundtrip transportation on a charter bus.

Students will be responsible for purchasing their own food and drinks while in the park and any souvenirs. Disney Grad Nite does NOT allow ANY food or drink to be brought into the park, so students will need to bring money to purchase food and drink for all meals (10am-2am) while in the parks.

ALL SALES ARE FINAL. NO REFUNDS. If after paying for Grad Nite you discover that you can no longer attend Grad Nite, you will be allowed to give your spot to another student ***between April 5 and June 3 by contacting Mr. Crabtree, Monte Vista teacher and Senior Class Advisor.*** At that time, the parent will be called to confirm/verify that the student is no longer attending Grad Nite and that the student will be getting payment from another student to take his/her place. PTSA will not issue any refunds.

What does Disney let you bring into the park for Grad Nite? No outside food, drink or snack items are permitted. Items not allowed in the park include radios, stereos, luggage, and large coolers (Larger than 1'x1'x1'). Wagons used as strollers are allowed. All guests, bags, parcels and other items are subject to inspection, including metal detection or other screening measures.

Any items not allowed in the park can be left on the charter bus. The charter bus will be locked, but the driver will not be on the bus. ***The bus company, Monte Vista High School, GUHSD, and Monte Vista PTSA are not responsible for the loss or theft of items left on the bus.***

*****Students ARE allowed to bring and eat food / breakfast on the charter bus.***

If your student is ejected from Disneyland or California Adventure, you will be contacted to come to Disneyland IMMEDIATELY to pick up your student. No refund will be given. The parent/guardian is expected to bear the costs of the consequences. Any illegal activity will be turned over to the local authorities per Disney's policy.

NO private transportation will be allowed. Students are not permitted to drive to the park themselves or to leave the event early. All students must use the charter bus transportation.

Only graduating MVHS Seniors may attend. To purchase tickets, students **MUST** be on track to graduate.

Students must bring ID with them to Grad Nite.

California law (Education Code 35330) provides that any person making a trip or excursion, waive all claims against the School District, Monte Vista High School and the State of California for injury, accident, illness, or death occurring during or by reason of the field trip or excursion. Accordingly, I/we hereby waive all claims which I/we might have against Grossmont Union High School District, Monte Vista High School, Monte Vista High School PTSA, and the State of California PTA, their officers, agents, and employees for injury, accident, illness or death occurring during or by reason of the described activity.

The parent or legal guardian of participant, do hereby, for my child, myself, my heirs, executors and administrators, release and forever discharge and hold harmless the California State PTA, the local PTA and all officers, directors, employees, agents and volunteers of the organizations, acting officially or otherwise, from any and all claims, demands, actions or causes of action which in any way arise from the participation in Grad Nite.

I attest and verify the student participant is physically fit and able to participate in this event and acknowledge that I am aware of the inherent risks in participating in **Grad Nite**.

I do hereby certify that to the best of my knowledge and belief that the participant is in good health and of sound mind. In the event that I cannot be reached in an emergency, I hereby give permission to secure proper treatment for the participant. I do hereby consent to whatever x-ray, examination, anesthetic, medical, surgical or dental diagnosis or treatment and hospital care are considered necessary in the best judgement of the attending physician, surgeon or dentist and performed by or under the supervision of the medical staff of the hospital or facility furnishing medical or dental services. It is further understood and agreed that the undersigned will assume full responsibility for any such action, including payment of costs.

**GROSSMONT UNION HIGH SCHOOL DISTRICT
HOLD HARMLESS, RELEASE AND WAIVER OF LIABILITY
AGREEMENT RELATED TO COVID-19
FOR EXTRACURRICULAR ACTIVITIES**

The student named below has requested permission to participate in extracurricular activities sponsored by the Grossmont Union High School District (GUHSD). For the purposes of this Agreement extracurricular activities are optional non credit activities, where the activities include, but are not limited to, conditioning, training sessions, ASB activities, clubs, ASSETS activities, bands, choirs, JROTCs, engaging in projects, meetings, or games, tournaments, and other competitive endeavors (when allowed), any related GUHSD transportation to and from the foregoing, and entering and remaining in premises leased or owned by GUHSD at the time when the extracurricular activity is being held (collectively, "Activity").

In consideration for being permitted to participate in the Activity, I hereby acknowledge, affirm and agree to the following:

1. I am familiar with the Centers for Disease Control and Prevention ("CDC") and County of San Diego (CSD) guidelines regarding the Novel Coronavirus Disease ("COVID-19"). I acknowledge and understand that the circumstances and symptoms regarding COVID-19 are changing from day to day and that, accordingly, the CDC and CSD guidelines are regularly modified and updated, and I agree to accept full responsibility for familiarizing myself with the most recent CDC and CSD modifications and updates.
2. I affirm that neither I, nor any person residing in my household, have been diagnosed with, demonstrated any symptoms of, or have in any way knowingly been exposed to COVID-19, within the past fourteen (14) calendar days. I further affirm that I have not been notified within the past fourteen (14) calendar days that I, nor any person residing in my household, has been exposed to COVID-19.

3. I agree that if I, or any person residing in my household, begin to experience symptoms similar to COVID-19, or if I, or any person residing in my household, are notified that I/they have been exposed to or infected with COVID-19 that I will immediately cease participating in the Activity. Furthermore, if I, or any person residing in my household, are notified that I/they have been diagnosed with COVID-19 and I have participated in the Activity within the last fourteen (14) calendar days from the date of diagnosis, that I will immediately notify GUHSD of the diagnosis.

4. I acknowledge that I am aware that by participating in the Activity that there is a risk of being exposed to COVID-19, and/or any mutation or variation thereof. I am also aware that such an exposure can occur either directly or indirectly whether or not a mask and/or gloves are worn and that GUHSD cannot guarantee that by participating in the Activity that there will be no exposure to COVID-19. I further acknowledge that while certain individuals are more susceptible to becoming seriously ill if they contract COVID-19 (such as people over 65, people with serious underlying health conditions, and those with compromised immune systems), anyone, including a healthy person, is susceptible to contracting COVID-19. I have independently evaluated and reviewed the risks of being exposed to or infected by COVID-19 and have determined to participate in the Activity with full knowledge and acceptance of the risks.

5. I understand and acknowledge that GUHSD cannot eliminate the risk of exposure to COVID-19 and by signing this **HOLD HARMLESS, RELEASE AND WAIVER OF LIABILITY AGREEMENT**, I fully and knowingly agree to ASSUME ALL RISKS associated with participating in the Activity and the exposure to or the infection of COVID-19, including any risk of illness, bodily injury, permanent disability and/or death related, directly or indirectly, to COVID-19.

6. I hereby voluntarily and knowingly agree to RELEASE, WAIVE, DISCHARGE and COVENANT NOT TO SUE GUHSD, including its officers, directors, employees, agents, and/or volunteers, (hereinafter "Releasees") for any and all losses or damages resulting from illness, bodily injury, temporary or permanent disability, and/or death, whether caused by negligence of Releasees or which might occur as a result of my participation in the Activity that are related, directly or indirectly, from exposure to or infection with COVID-19.

7. To the maximum extent allowed by law, I hereby agree to INDEMNIFY AND HOLD HARMLESS the Releasees from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys' fees, costs and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, my exposure to or the infection of COVID-19, or arising from or out of, or relating to, directly or indirectly, me exposing or infecting others with COVID-19.

8. I agree that this **HOLD HARMLESS, RELEASE AND WAIVER OF LIABILITY AGREEMENT** is to be binding upon my spouse, children, heirs and assigns, and that the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of California.

9. I ACKNOWLEDGE THAT THIS **HOLD HARMLESS, RELEASE AND WAIVER OF LIABILITY AGREEMENT** WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT FOR THE PERMISSION GRANTED BY GUHSD TO PARTICIPATE IN THE ACTIVITY.