

Grad Nite Celebration 2022 at Disneyland – June 11, 2022

Student/Participant Name _____

Parent/Guardian Name _____

Waiver, Release, Indemnification & Covenant Not to Sue

In consideration of my student participating at Grad Nite at Disneyland Resort, sponsored, planned, and directed by the Yorba Linda High School PTSA, for any purpose, including, but not limited to, observation, use of various facilities, or equipment, or participation in any way, in my legal capacity as parent/guardian of the student, I agree on behalf of myself and student to the following:

- I hereby release, waive, discharge, and covenant not to sue the California State PTA, Yorba Linda High School PTSA, Yorba Linda High School, Placentia Yorba Linda Unified School District, or any of their officers, directors, agents, employees, volunteers, insurers, and representatives (“Releasees”). Releasees will not be liable for any personal injury, property damage, disability, death, sickness or disease incurred by the student, however occurring including, but not limited to, the negligence of Releasees. I understand that the student and I will be solely responsible for any loss or damage, including personal injury, property damage, disability, death, sickness or disease sustained from participation in Grad Nite at Disneyland Resort.
- I further agree, in my legal capacity as the parent/guardian of my student, on behalf of the student, myself, and any and all legal successors and proxies, to release and HEREBY DO RELEASE, WAIVE AND COVENANT NOT TO SUE Releasees from any causes of action, claims, suits, liabilities or demands of any nature whatsoever including, but in no way limited to, claims of negligence, which my student, myself, and any and all legal successors and proxies may have, now or in the future, against Releasees on account of personal injury, property damage, disability, death, sickness, disease or accident of any kind, arising out of or in any way related to participation in Grad Nite at Disneyland Resort whether that participation is supervised or unsupervised, however the injury or damage occurs, including, but not limited to, the negligence of Releasees.
- In further consideration of participation in Grad Nite at Disneyland Resort, I, in my legal capacity as parent/guardian of my student, agree on behalf of myself and student to INDEMNIFY AND HOLD HARMLESS Releasees from any and all causes of action, claims, demands, losses, suits, liabilities or costs of any nature whatsoever, including claims of negligence, arising out of or in any way related to participation in Grad Nite at Disneyland Resort.

Assumption of Risk

- I, in my legal capacity as parent/guardian of the student named below, acknowledge and agree that participation in Grad Nite at Disneyland Resort comes with inherent risks including, but in no way limited to: (1) moderate and severe personal injury, (2) property damage, (3) disability, (4) death, and (5) sickness or disease including, without limitation,

COVID-19. I voluntarily, for myself and my student, accept and assume full responsibility for these risks as well as any and all other risks of and participation at Grad Nite at Disneyland. I agree that I have full knowledge of the nature and extent of all such risks and am not relying on all such risks being described in this document.

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Risks of Exposure to COVID-19

An inherent risk of exposure to COVID-19 exists in any public place where the public is present. COVID-19 is an extremely contagious disease. The CDC advises that older adults and people of any age who have serious underlying medical conditions are at a higher risk for severe illness from COVID-19. It is the responsibility of everyone to adhere to social distancing guidelines. By visiting Disneyland Resort you voluntarily assume all risks related to exposure to COVID-19. Although we are taking precautions to try to reduce the risk of COVID-19, it is impossible to guarantee our students protection from all risks of COVID-19 exposure.

Student and Parent/Guardian Responsibility:

In light of the ongoing spread of COVID-19, individuals who fall within any of the categories below should not attend the YLHS PTSA events. Participants agree not to attend Grand Night at Disneyland if they fall into any of the following categories on the date (June 11, 2022) of the event:

1. Individuals who currently or within the past fourteen (14) days have experienced any symptoms associated with COVID-19, which include fever, cough, and shortness of breath among others;
2. Individuals who have traveled at any point in the past fourteen (14) days either internationally or to a community in the U.S. that has experienced or is experiencing sustained community spread of COVID-19; or
3. Individuals who believe that they may have been exposed to a confirmed or suspected case of COVID-19 or have been diagnosed with COVID-19 and are not yet cleared as non-contagious by state or local public health authorities or the health care team responsible for their treatment.

Duty To Self-Monitor

Participants and their parents/guardians agree to self-monitor for signs and symptoms of COVID-19 (symptoms typically include fever, cough, and shortness of breath) and, contact YLHS PTSA at ylgradnight@gmail.com if he/she experiences symptoms of COVID-19 within 14 days after participating or volunteering with YLHS PTSA.

By signing this event attendee waiver and release of liability form, I acknowledge the contagious and evolving nature of COVID-19 and voluntarily assume the risk of exposure to the virus and becoming infected as a result. I understand the risk of becoming infected may impact members of the community, event guests, and event attendee's families or personal contacts. (Page 2 of 3)

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I do hereby certify, to the best of my knowledge and belief that the student is in good health. In case of illness or accident, permission is granted for emergency treatment to be administered. I do hereby consent to whatever x-ray, examination, anesthetic, medical, surgical, or dental diagnosis or treatment and hospital care that are considered necessary in the best judgment 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 undersigned will assume full responsibility for any such action including payment of costs.

I hereby advise that the student participant has the following allergies, medications, reactions, or unusual physical condition which should be known to a treating physician, or which limits their participation at Grad Nite. Please describe:

I further expressly agree that the foregoing Waiver, Release, Indemnification, and Covenant Not to Sue is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

We agree to be bound by all terms of this event attendee waiver and release of liability form, as indicated by our signatures below. We have read this acknowledgement and agreement form, understand, and agree to allow the student to participate:

Student's Printed Name _____ Student Signature _____

Date _____ ID# _____ Student's cell phone# _____

Student's email _____ Parent/Guardian Name _____

Parent/Guardian phone# _____

Date _____ Parent/Guardian Signature _____

Name & phone number of the person to contact in case of an emergency:

Student: I understand that I will pass through a brief, noninvasive security screening for dress code violations, illegal drugs, alcohol, and unacceptable items.

Student Signature _____

Student Printed Name _____