

Assumption of Risk, Waiver of Liability and Behavior Agreement, and Consent for Medical Treatment

I, the parent/legal guardian of named student below at Lynbrook High School, hereby grant permission for the aforementioned student to participate in the 2027 Senior Grad Night Party, commencing with bus boarding from Lynbrook High School at 7:30 p.m. on June 4, 2027, participating in activities at the Santa Cruz Beach Boardwalk, returning to Lynbrook High School by bus at 2:15 am on June 5, 2027, and culminating with a senior bonfire at 3:00 am on June 5, 2027 (all preceding activities, together, "Grad Night"). I represent and warrant that I am the parent or legal guardian of the student and have the full legal authority to execute this Assumption of Risk, Waiver of Liability and Behavior Agreement (the "Agreement") on behalf of the student and on behalf of any other parent or guardian of the student, thereby binding the student and both parents/guardians to its terms. If the student is 18 years or older, the student also signs below and agrees to be bound by this Agreement. The parent/guardian signature is required regardless of student's age.

I/we understand that participation in Grad Night involves inherent risks of illness, accident, and injury, including but not limited to, those associated with transportation by bus, activities at a public amusement park, and late-night events. These risks could result in minor injuries, serious injury, or even death. I/we acknowledge that participation is voluntary and I/we knowingly and freely assume all such risks, both known and unknown, even if arising from the ordinary negligence of the Released Parties.

I/we waive and release the Released Parties (defined below) from liability for death or any injury, illness, mishap, loss, damage, expense, action, claim, and/or liability arising out of or relating to participation in Grad Night. I/we understand that this prohibits me from filing any lawsuit against any of the Released Parties for any of the reasons identified in this paragraph, now or in the future, and from recovering any losses, damages, or expenses against any of the Released Parties. I/we further agree to defend, indemnify, and hold harmless the Fremont Union High School District, its Board of Trustees, officers, agents and employees; and the Lynbrook High School Grad Night Booster Organization, their officers, employees, volunteers, and agents (the "Released Parties"); individually and collectively from and against all costs, losses, claims, demands, suits, actions, payments and judgments, including legal and attorneys' fees and other expenses of litigation, arising from personal or bodily injuries, property damage or otherwise, regardless of and however caused, brought or recovered against any of the above that may arise for any reason from or during or alleged to be caused by the undersigned's participation in Grad Night, including claims brought by the student or on the student's behalf by any other party. I/we further understand that any student possessing weapons, alcohol, or drugs or involved in a disruption or in any way representing a danger to themselves or others, will be subject to removal from the premises and other appropriate action when necessary.

I/we understand that once the student boards the bus at Lynbrook, the student MAY NOT LEAVE designated Grad Night areas without signed parental consent (even if student is over 18) until the buses have returned to Lynbrook.

I/we understand that students will arrive NO LATER THAN 7:30 PM to allow time for bag checks and bus boarding prior to departure for the Boardwalk.

I/we understand that ALL bags will be searched prior to boarding the bus, and that the Boardwalk will also conduct its own bag check upon arrival. I/we hereby consent to such search.

The Lynbrook Grad Night Party is for the Class of 2027 LHS Seniors only - no guests (no other LHS grades allowed).

Medical Treatment Authorization: In the event of an injury or medical emergency, I/we authorize the chaperones and agents of the Lynbrook High School Grad Night Booster Organization to seek and obtain emergency medical treatment for the student, including transportation to a medical facility. I/we agree to be financially responsible for any and all costs incurred for such medical care and transport. This consent is given in advance of any specific diagnosis, treatment, or hospital care being required.

No refunds - unless the event is cancelled and refund will be at 75% of ticket admission price paid.

It is further understood that Grad Night is not a district function, nor a Lynbrook High School or PTSA function.

I/we agree that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of California and that if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

I/we agree that this Agreement shall be governed by the laws of the State of California, and any legal action relating to or arising out of this Agreement shall be brought only in the state or federal courts located in Santa Clara County, California.

I/we acknowledge that participation in Grad Night is completely voluntary.

Consent to Electronic Signature and Records. I/we agree that this Agreement may be executed and delivered electronically. I/we consent to transact business electronically and agree that my/our electronic signature—whether provided by typing my/our name, selecting a checkbox, clicking an "I Agree" or "Submit" button, or otherwise—constitutes a valid and binding signature with the same force and effect as an original handwritten signature. I/we acknowledge that I/we intend to be legally bound by this Agreement and that I/we have had the opportunity to review it in full before signing. I/we further consent to receive and retain this Agreement in electronic form. This provision is intended to comply with the federal ESIGN Act and the California Uniform Electronic Transactions Act.

I/WE HAVE CAREFULLY READ THIS ASSUMPTION OF RISK, WAIVER OF LIABILITY AND BEHAVIOR AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I/WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Parent Full Name:

Parent Signature: _____

Signature Date: _____

Parent Phone Number:

Student Full Name:

Student Signature: _____

Signature Date: _____

Student ID Number:

Student Phone Number: