

## EVENT ATTENDEE COVID WAIVER AND RELEASE OF LIABILITY FORM

The novel coronavirus, COVID-19, is a recognized pandemic and federal, state, and local governments along with federal and state health agencies are creating or modifying regulations regarding events and social gatherings as the pandemic landscape changes.

The parent planning committee continues to monitor policy and procedures during the COVID-19 pandemic. The safety and well-being of event attendees, including seniors, chaperones, vendors, and employees is our top priority. As Event Hosts, we are collaborating with the Howard Group, Inc., d/b/a Grad Nights, vendors and venues collectively known as the Graduation Party Producers to implement practices and comply with regulations aimed at managing the spread of COVID at social events.

We have worked to put in place preventative measures to reduce the spread of the COVID-19 virus; however, neither we as the Event Hosts (Parent Planning Committee), or any member of The Graduation Party Producers is able to guarantee that any event attendee will not become infected with the virus while participating in or attending the graduation party.

Monitoring and enforcement of the event policies and safety guidelines and CDC recommendations will be handled by the parent planning committee, parent chaperones, and the venue staff. Please review the agreement below. Additionally, your signature will be required as a confirmation of your intent and commitment to abide by policies put in place to protect senior attendees, volunteer chaperones, venue and vendor staff, other volunteers, and event staff.

As a condition of participation and in consideration of the services provided by the parents on the Parent Planning Committee who are the event hosts; the Howard Group, Inc., d/b/a Grad Nights, and its officers, owners, employees, agents, contractors, entertainers, and volunteers; and all other persons or entities acting in any capacity with respect to the event, including the venues who host and provide services at the graduation event (hereinafter collectively referred to as the "Graduation Party Producers"), **the senior and parent/guardian agree as follows:**

**SAFETY RULES:** Senior must follow the safety protocols that have been implemented by the Graduation Party Producers while attending the graduation party which may include social distancing, vaccination/testing requirements, wearing masks, etc. The Graduation Party Producers intend to adhere to all federal, state, and local regulations for COVID safety protocols.

**COVID SYMPTIONS:** Senior is not experiencing or exhibiting any COVID-19 related symptoms as outlined by federal and Washington State, or the Center for Disease Control and Prevention (CDC) such as fever, dry cough, or shortness of breath.

**TRAVEL & COVID EXPOSURE:** Senior has complied with CDC and Washington State requirements regarding travel internationally or to a highly impacted COVID-19 area within the United State. Senior is not aware, nor do they believe they have been recently exposed to a person or animal with a positive and confirmed case if COVID-19.

**REMOVAL FROM EVENT & PARENT/GUARDIAN RESPONSIBILITY:** Senior may be removed from an event or asked to leave the event venues by the Graduation Party Producers I should senior exhibit any behavior that violates the event guidelines and safety measures. Parent agrees to provide transportation home for senior if they are removed from the event.

**INCREASE RISK OF CONTRACTING COVID:** Senior and parent acknowledge the contagious and evolving nature of COVID-19 and voluntarily assumes the risk that they may be exposed to virus and become affected as a result. Senior understands and voluntarily assumes the risk that attending this graduation party could increase the possibility of contracting COVID-19 for them, their friends and family, and others with whom they associate and that such exposure or infection may result in personal injury, illness, permanent disability, and death. Senior and parent understands that the risk of becoming exposed to or infected by COVID-19 at the graduation party may result from the actions, omissions, or negligence of others, including, but not limited to Graduation Party Producers and other event attendees and seniors.

**ASSUMPTION OF RISK AND HOLD HARMLESS:** Senior and parent voluntarily agrees to assume all of the foregoing risks and accept sole responsibility for any expense, liability, illness, injury, disability or death related to contracting the COVID virus while attending the graduation party and releases, discharges, covenants not to sue, and holds harmless Graduation Party Producers from any and all claims related in any way to COVID-19 and the graduation party. Senior and parent understands that this release of liability includes any claims including any claims based on the actions, omissions, or negligence of Graduation Party Producers, volunteer chaperones, and other event participants whether a COVID-19 infection occurrence exists before, during, or after attendance and participation at the graduation party.

**MINOR CHILD:** If senior is a minor child under the age of eighteen years, said senior’s adult parent(s) or legal guardian(s) shall be jointly and severally liable for the senior’s performance of this event attendee COVID waiver and release of liability form and represent and warrant to Graduation Party Producers that they have full authority to enter into this event attendee COVID waiver and release of liability form on behalf of such minor.

**SEVERABILITY/ATTORNEYS FEES AND COSTS/APPLICABLE LAW:** Should Graduation Party Producers or anyone acting on their behalf incur attorneys’ fees and costs to enforce this Agreement, senior and parent/guardian further agree the prevailing party shall be entitled to recovery of any such fees and costs. If any portion of this Agreement is deemed invalid or unenforceable, all other portions of this Agreement shall remain in full force and effect to the maximum extent allowed by law. This Agreement is governed by exclusively by the laws of the State of Washington and the courts in King County.

**Parents & Seniors to Sign at Any Time:**

By signing this Agreement Senior and parent/guardian are affirming that Senior and parent/guardian have had sufficient opportunity to thoroughly read both sides of this document, and that they fully understand and agree to the terms set forth therein.

_____	_____	_____
Senior’s Signature	Senior’s Printed Name	Date
_____	_____	_____
Parent/Guardian’s Signature	Parent/Guardian’s Printed Name	Date

**Seniors to Sign the Night of the Party:**

If the senior has attained the age of majority (eighteen years of age), between the time that this document is initially signed and the date of the graduation party, senior hereby reaffirms senior’s agreement to the terms of this agreement by re-reading, signing and dating the line entitled “Adult Senior’s Signature Reaffirming Agreement”.

_____	_____
Adult Senior’s Signature Reaffirming Agreement	Date