

# DRAKE FUND

## 2021 Grad Night Code of Conduct

Grad Night 2021 (the "Event") is organized and sponsored by the Drake Fund. Student and Student's Parent/Guardian agree and acknowledge each of the following requirements of the Code of Conduct:

1. The Event is for HS 1327 / Drake Seniors only.
2. "Social distancing" must be practiced and face coverings must be worn at all times except when eating or drinking to reduce the risks of exposure to COVID-19.
3. All students must ride the buses to AND from the Event venue. Students will not be allowed to leave the Event early or on their own.
4. No food or drinks of any kind (including water bottles) are allowed. If you bring any of these items, they will be confiscated and discarded as part of the check in process.
5. The Event is a drug-free, alcohol-free and tobacco-free event. The Drake Fund volunteers and chaperones will not allow students who are impaired or who possess drugs or alcohol to board the buses or participate in this Event. Student and Parent/Guardian understands that seniors will be subject to bag search. If a student is suspected or caught by security or chaperones under the influence or in possession, the Parent/Guardian will be called and the Student will need to be picked up immediately. If a Student needs to bring medication to the event, this must be organized with the Drake Fund before Friday, June 4th. Please email drakefund@gmail.com to arrange for this.
6. All students are required to arrive and depart for the Event on buses to/from the HS 1327 / Drake parking lot. Students must arrive by 8:00pm. Buses will NOT be held for late arrivals.
7. Late arrivals and early departures from the Event will not be permitted. If a Student needs to be picked up prior to the end of the event, this must be organized with the Drake Fund before Friday, June 4th. Please email drakefund@gmail.com to arrange for this.
8. Inappropriate, loud, offensive, abusive, profane, or bothersome behavior to fellow participants, chaperones and/or staff will not be tolerated.
9. **The Drake Fund shall be entitled to expel or restrict the participation of any Student for failure to follow this Code of Conduct or if Student otherwise fails to follow the directions of the Drake Fund, transportation personnel, or venue staff. In such an event there will be no refund of the participation fee.**

### Student Section:

By signing below, I agree to adhere to the above stated conditions and understand that any violation of the expectations set forth for the event will result in my expulsion from Grad Night.

Student Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

### Parent or Legal Guardian Section:

By signing below, I agree to the above stated conditions set forth for Grad Night.

Parent/Guardian Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

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## 2021 Grad Night Waiver and Release Agreement

The undersigned student (the "Student") and undersigned parent(s) or guardian(s) ("Responsible Adult") enter into this Waiver and Release Agreement ("Agreement") in consideration for Student's transportation to and from and participation in the 2021 Grad Night event (the "Event") organized and hosted by the Drake Fund, a California non-profit corporation (the "Drake Fund").

1. Permission. The Responsible Adult hereby grants permission for the Student to fully participate in the Event. The Responsible Adult and Student acknowledge and agree that the Event is not organized or sponsored by the Tamalpais Union High School District or Sir Francis Drake High School.
2. Code of Conduct. The Responsible Adult and Student have received and reviewed a copy of the 2021 Grad Night Code of Conduct ("Code of Conduct") and the Student agrees to comply with all terms and conditions of the Code of Conduct. Student and Responsible Adult agree and acknowledge that the Drake Fund may expel, end, or restrict Student's participation in the Event at any time in its sole discretion.
3. Physical Condition and Medical Aid. Student and Responsible Adult verify that Student is physically fit to attend and participate in the Event and have fully disclosed below all allergies, medicine or food reactions or unusual physical conditions which should be made known to a treating physician or which could limit participation in the Event. In the case of illness or accident, Student and Responsible Adult grant permission to the Drake Fund to authorize emergency treatment to be administered to Student, including emergency transport of Student. Student and Responsible Adult verify that they have and shall maintain sufficient medical insurance to cover any and all medical expenses that may arise from Student's participation in the Event. Student and Responsible Adult understand and agree that they will assume full responsibility and costs involved, should medical services be needed.
4. Assumption of Risk, Waiver of Liability, Release, and Covenant Not to Sue. The Student and the Responsible Adult voluntarily agree for themselves, their family, heirs, assigns, executors, and administrators to the following:
  - a. **TO ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, OR PERSONAL INJURY, INCLUDING DEATH** that may be sustained by Student, or any loss or damage to property owned by the Responsible Adult or Student, as a result of participating in the Event.
  - b. **TO RELEASE, WAIVE, HOLD HARMLESS, DISCHARGE, AND COVENANT NOT TO SUE** the Drake Fund, any Event vendors, the venue ownership and management, the Tamalpais Union High School District, Sir Francis Drake High School, the bus transportation company and any other volunteer or entity involved in the Event, including the employees, agents, directors, board members, trustees, officers, managers, members, subsidiaries, or affiliates of any of the foregoing (collectively, the "Released Parties ") from any and all liability, claims, actions, demands, expenses, attorney fees, breach of contract actions, breach of statutory duty or other duty of care, warranty, strict liability actions, and causes of action whatsoever, that the Responsible Adult or Student might have or may acquire in the future, arising out of or related to any loss, damage, or injury, including death, that may be sustained the Responsible Adult or Student, or to any property belonging to the Responsible Adult or Student, while participating in the Event including, but not limited to, any claim that the act or omission complained of was in whole or in part by the negligence or carelessness of the Released Parties. It is understood and agreed that this release extends to all claims of every nature and kind whatsoever, known or unknown, suspected or unsuspected, and all rights under Section 1542 of the Civil Code of the State of California are hereby expressly waived. Section 1542 reads as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."
5. Attorney's Fees. Should any dispute arise pertaining to the terms of this Agreement, or should any action be filed or commenced to enforce the terms of this agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and costs, whether or not such dispute proceeds to judgment.
6. Scope. This Agreement shall be binding on the Responsible Adult's and the Student's heirs, successors and assigns and shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

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7. **Acknowledgment of Understanding:** Responsible Adult warrants and represents that they have explained the risks of the activity to the Student and that he or she understands the Agreement. The Responsible Adult and the Student have read this Agreement and fully understand its terms. THE RESPONSIBLE ADULT AND THE STUDENT UNDERSTAND THAT THEY ARE GIVING UP SUBSTANTIAL RIGHTS TO SUE FOR DAMAGES IN THE EVENT OF DEATH, INJURY OR LOSS. The Responsible Adult and the Student further acknowledge that they are signing this Agreement freely and voluntarily and intend their signature to be a complete and unconditional release of all liability as set forth in this Agreement.
8. Responsible Adult. The undersigned Responsible Adult warrants and represents that he or she is in fact the parent or legal guardian of the undersigned Student.

Student Name \_\_\_\_\_ Cell Phone \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Responsible Adult \_\_\_\_\_ Phone \_\_\_\_\_

(Best number for evening of Event)

Signature \_\_\_\_\_ Date \_\_\_\_\_

Emergency Contact \_\_\_\_\_

Phone Number (for evening of the Event) \_\_\_\_\_

Allergies, or any other health conditions, if any:

\_\_\_\_\_