

2020 Life–Threatening Condition Emergency Care Plan (ECP)

Student Information		
Senior Name:	Emergency Contact 1 (Full Name & Phone #):	
School:	Emergency Contact 2 (Full Name & Phone #):	
DOB:	Night-of-Event Bus: <i>Onsite help to enter day of event</i>	
<p>Authorization for Use or Disclosure of Protected Health Information Required by the Health Insurance Portability and Accountability Act, 45 C.F.R.</p> <p>I, _____, hereby authorize employees of the school listed on this form and their volunteers, Grad Nights Staff and their volunteers, and any relevant Healthcare Providers to disclose and release my child’s protected health information provided on this form. This release is only valid in the event of medical need or emergency from date of signature through July 1st, 2020. I agree to notify the Planning Committee of any changes to the information on this form between now and the date of graduation.</p> <p>_____ Signature of the Individual Giving this Authorization</p> <p>_____ Date</p>		
Please list all life-threatening conditions: <input type="checkbox"/> Allergy (Please specify): _____ <input type="checkbox"/> Asthma <input type="checkbox"/> Diabetes <input type="checkbox"/> Cardiac Issues <input type="checkbox"/> Seizures <input type="checkbox"/> Other (Please specify): _____	Will the senior be bringing any of the following onsite? <input type="checkbox"/> Allergy Medication (Please specify): _____ <input type="checkbox"/> Epi Pen (__ .3mg) (__ .15mg) <input type="checkbox"/> Inhaler <input type="checkbox"/> Insulin / Glucose Monitor <input type="checkbox"/> Other Medications (Please specify): _____ _____ _____	Who will carry? <i>(Senior or Chaperone)</i> _____ _____ _____ _____ _____
Will the senior be bringing separate food to the event? <input type="checkbox"/> YES <input type="checkbox"/> NO (Allergy) Senior to should avoid contact with these allergens: (Asthma) Senior to avoid contact with these Asthma triggers: (Seizures) Senior to avoid contact with these seizure triggers: Please list side effects of any carried medication:		
<i>In the spaces below, please detail your Action Plan for each applicable life-threatening condition. Make sure to include who to contact and their contact details, if applicable.</i>		
Immediate Response Plan		
Applicable life-threatening condition(s): _____ Detail here: 		
<i>Please use the back of this sheet for additional space if needed</i>		More details on the other side? <input type="checkbox"/> Yes

2019 Life–Threatening Condition Emergency Care Plan (ECP)

2020 SENIOR CLASS GRADUATION PARTY AGREEMENT

RELEASE, ASSUMPTION OF RISK AND INDEMNIFICATION

(FILL IN FULL SCHOOL NAME)

Please fill in the school name above, complete the Contact Information section below, and sign at the bottom of the 2nd page after reading.

Your senior has asked to attend our drug- and alcohol-free graduation event (the “Graduation Event” or “Event”). The purpose of the Graduation Event is to provide a fun, memorable experience that celebrates the seniors’ hard work. The Parent Planning Committee is committed to keeping it safe, drug- and alcohol-free, and to ensure that the conduct of all seniors is in keeping with this goal. As a condition of participation and in consideration of the services provided by the parents on the Parent Planning Committee; 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:**

RULES AND PROHIBITED ITEMS SEARCH: All seniors and their personal belongings will be searched prior to their gaining entry to this event. Senior and parent/guardian will abide by the rules and directions established by the Graduation Party Producers. Any senior who is engaging in prohibited or undesirable behavior may be removed from the event, at the sole discretion of the Graduation Party Producers, whereupon the parent/guardian will be contacted and must pick up their senior from the graduation event location. No refunds will be granted.

SENIOR’S DAMAGE TO PROPERTY: The senior and their parent/guardian will pay the full replacement cost for any and all losses or damage to any property that are directly or indirectly caused by the senior while participating in the Graduation Event.

AUTHORIZATION FOR MEDICAL CARE: In case of emergency, the senior and the parent/guardian of the senior named below authorize all medical, surgical, diagnostic, and hospital procedures as may be deemed necessary and performed by a treating health care provider.

USE OF LIKENESS: Senior and parent/guardian give full consent to *Grad Nights* to make and use photographs, videos, or likeness of any senior attending this event for the purpose of advertising, publicizing, promoting, etc.

CONTACT INFORMATION

Senior Name: _____	Date of Birth: _____
Senior Cell Phone: _____	Senior Email: _____
Address: _____	
Parent/Guardian Name(s): _____	
Parent/Guardian Phone(s): _____	
Parent/Guardian Email: _____	
Emergency Contact Name: _____	
Relationship to Student: _____	Phone Number(s) _____
Does Senior have a life-threatening allergy or condition? <input type="checkbox"/> NO <input type="checkbox"/> YES – You will also need to complete, at a later date, an Emergency Care Plan (“ECP”). The Parent Planning Committee will have ECPs available.	

Due to the types of venues where events are held, custom meals for special dietary needs cannot be guaranteed available, or that there are no cross-contamination issues in the commercial kitchens. If you have any special dietary needs, you will be responsible for providing your own food – please notify the party chairperson of your special needs and that you will provide your own meal.

The signature page (next page) must be attached or printed on the back side of this form.

Important Additional Provisions

- 1. ACTIVITIES AND ASSOCIATED RISKS:** The Graduation Event may include a variety of entertainment, recreational, athletic and sporting activities including activities using equipment provided by Graduation Party Producers including but not limited to swimming pools, skating rinks, bowling centers, segways, bumper cars, go-karts, hypnotists, factor of fear shows, disc jockeys (possibly with lights which can have a strobe-like effect, as well as non-toxic fog machines), sumo wrestling, bungee runs, obstacle courses, pounce and bounces, velcro walls, climbing walls, henna, bungee/mechanical bull, joust, slide, zip line, and other inflatables, and such activities and equipment are collectively referred to as "Recreational Entertainment and Equipment". Senior and parent/guardian acknowledge that participation in and use of Recreational Entertainment and Equipment involve known, unknown, inherent and unanticipated risks, which could result in serious physical or emotional injury, falls, muscle strains, broken bones and other potential injuries. These risks include, but are not limited to, senior's failure or failure of other participants to follow the safety guidelines or instructions of Graduation Party Producer's personnel; improper use of equipment; inadequate repair or maintenance of Graduation Party Producer's facilities and equipment; manufacturing or other defects, both apparent and latent, in the equipment supplied or used by Graduation Party Producers; senior's or other participants' attempts to exceed their skills and/or act in a reckless manner; senior's physical condition; improper first-aid, emergency treatment or other attempted rescue services; the unavailability of medical services or immediate medical attention in the case of injury; and acts or omissions of Graduation Party Producers, including insufficient instruction or assistance.
- 2. ASSUMPTION OF RISKS:** Senior and parent/guardian expressly and freely accept and assume all of the risks relating to their participation in the Graduation Event including but not limited to participation in and use of Recreational Entertainment and Equipment. Senior and parent/guardian agree that senior's participation in the Graduation Event and participation in and use of any Recreational Entertainment and Equipment is purely voluntary, and that any participation is done in spite of the risks.
- 3. RELEASE OF LIABILITY/INDEMNIFICATION:** Senior and parent/guardian each hereby release and covenant not to sue each of the Graduation Party Producers, their owners, employees, agents, and any related affiliate and/or subsidiary entities (collectively "Released Parties) from any and all claims, damages and liabilities of any nature arising out of the Graduation Event, including, without limitation, personal injury, property damage, and claims of negligence based on acts or omissions of Released Parties, but not including gross negligence or intentional misconduct or other liabilities not releasable by law. Senior and parent/guardian each further agree to indemnify, defend and hold harmless Released Parties against any claims released in Section 3, against senior and parent/guardian's acts or omissions, and against any other claim or damage arising from senior's participation in the Graduation Event, including, without limitation, personal injury and property damage, and attorney's fees and costs incurred to defend against indemnified claims.
- 4. LIFE-THREATENING CONDITIONS:** Senior and parent/guardian agree to abide by the *Grad Nights* life threatening food allergy policy and will provide an Emergency Care Plan if senior has a life threatening condition or allergy. Additionally, senior and parent/guardian agree and acknowledge that the Release of Liability and Indemnification provisions of this Agreement include claims and damages arising out of senior's consuming or handling of the food provided during the Graduation Event.
- 5. 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. In the event that 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 the laws of the State of Washington.
- 6. OTHER:** Senior and parent/guardian certify that senior has insurance to cover injury or damage senior may cause or suffer while participating in the Graduation Event, and further agree that senior and parent/guardian will bear any uninsured costs of such injury or damage themselves. Senior and parent/guardian further agree and warrant that senior has no medical or physical conditions which could interfere with senior's safe participation in the Graduation Event including participation in and use of any Recreational Entertainment and Equipment and that senior will not engage in any activity which is inappropriate for senior given any medical, physical or emotional condition of senior. In the event such conditions exist, senior and parent/guardian agree the risk of senior's participation in the Graduation Event and participation in and use of Recreational Entertainment and Equipment with such condition is included in their assumption of risk under this Agreement and any damages and claims arising from participation with such a condition are included within their commitments to release, indemnify, defend and hold harmless under this Agreement.

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:

In the event that 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

SENIOR CLASS GRADUATION PARTY AGREEMENT & ECP FAQs

WHAT ARE THESE FORMS?

There are two documents provided: the Senior Class Graduation Party Agreement that all seniors need to complete, and the Life-Threatening Condition Emergency Care Plan for seniors who indicate they have a life-threatening condition.

1. **Senior Class Graduation Party Agreement** This document is designed to both protect you, your committee, and us from liability suits, as well as provide important emergency contact information in case of an accident. It includes wording to cover activities at the party that will eliminate the need to sign additional forms (except for specific venues whose insurance companies require their own additional form) at the venues. It also includes verbiage to cover students that will become legal adults from the time they signed the form to the time of the event.
2. **Life-Threatening Condition Emergency Care Plan (“ECP”)** The ECP is designed to protect your students, as well as provide important emergency information in case of a life-threatening condition. It details emergency contact information, which life-threatening condition(s) the student has, and other specific questions that pertain to specific conditions. It also requests a specific immediate response plan in the event that life-threatening condition occurs. All available Chaperones, *Grad Nights* Event Manager and on-site staff should help enact this plan as soon as possible to assist a senior in the case of an occurrence. The form should be completed and returned to your planning committee as early as possible.

Please note that each parent planning committee is independently responsible for making an assessment of the protections, including hold harmless commitments, it deems necessary to obtain from any student and parent/guardian. Your committee is also independently responsible for making sure all students are asked about life-threatening conditions before the event, and to obtain vital life-saving information. *Grad Nights* cannot guarantee that the Senior Class Graduation Party Agreement and the ECP serves all such needs.

DO WE HAVE TO USE THEM?

These forms are designed to protect you, the parents, and *Grad Nights*. A signed original Senior Class Graduation Party Agreement is required for every senior for our insurance company. We update this form regularly and it is important that you use the most recent version. **Do not use any other form or permission slip including any you may have received from past years; even one provided by Grad Nights.**

For parents who believe that their child has a life-threatening condition, they also need to fill out an ECP, in addition to the Senior Class Graduation Party Agreement.

HOW DO WE DISTRIBUTE THEM?

1. **Senior Class Graduation Party Agreement** The Senior Class Graduation Party Agreement should be printed as a two-sided document that is distributed during the ticket sales process and returned with the senior’s payment. If you are going to send out a packet of information about the party to all parents (which *Grad Nights* recommends), you could include a copy or a link to this form as well.
2. **ECP** The ECP should not be given to everyone. Instead, it should only be sent anytime a Senior Class Graduation Party Agreement is returned that indicates a senior has a life-threatening condition. The ECP should be sent to the senior’s parents to complete and returned to the committee well in advance of the party, allowing sufficient time for the committee to review the form and provide reasonable accommodations.

If you have any questions regarding the content or process involved with these forms, please do not hesitate to call the *Grad Nights* office, 206-367-8000.

WHEN DO WE COLLECT THE FORMS?

Forms should be returned as soon as possible and preferably no later than 30 days before the party.

HOW DO WE GET THE SENIORS TO RETURN THEM?

If you do not receive the form 30 days before the party, or have students that are signing up at the last minute, you may need to call parents directly to ensure that the form is returned as soon as possible. Another incentive we recommend is to let seniors know they cannot sign-up for buses, or attend the party, without returning the Senior Class Graduation Party Agreement and ECP, if applicable.

WHAT DO WE DO IF A SENIOR HAS A LIFE-THREATENING FOOD ALLERGY OR CONDITION?

If a senior has a life-threatening food allergy or condition, the ECP form must be completed by their parent or guardian or by the senior themselves if they are 18 years old.

WHAT DO WE DO WHEN SENIORS RETURN THE FORMS?

Forms returned by seniors should be reviewed at least 30 days before the party to make sure they are complete. If a student indicated they have a life-threatening condition, their parent must complete an ECP for the senior to attend the party.

WHAT IF A FORM IS RETURNED WITHOUT ALL THE INFORMATION?

All signature and contact information is required, but we have also included medical information that is not always required. If the senior has a life-threatening condition, the medical information is required. If not, while the medical information greatly assists emergency personnel if anything were to happen, it is not required. It is your choice whether to follow up on Senior Class Graduation Party Agreements that do not have this information.

IF A SENIOR IS 18, DO THEY STILL NEED A PARENT TO SIGN THE FORM?

We strongly recommend having a parent sign all forms so they are aware of the risks of the party and assume responsibility for paying for any damages their senior may cause at the party, but if the senior is already 18, the parent signature is not legally required. It is your choice whether to still require the parent signature in this case or not. The ECP exists to protect the senior and occasionally parents will list additional helpful information that the student either forgot or did not think was relevant.

WHAT IF A PARENT OR SENIOR WILL NOT SIGN OR WANTS TO CHANGE IT?

This form cannot be changed in order for us and the insurance company to accept it and allow the senior to attend the party. This is not a required event that the senior must attend, and if the parent chooses to not sign the Senior Class Graduation Party Agreement that is certainly their choice. This agreement protects the parent committee at the event, as well as *Grad Nights*, which is why we require its use.

WHAT DO WE DO WITH THE FORMS THE NIGHT OF THE PARTY?

On the evening of the party, the Senior Class Graduation Party Agreements need to be resigned by students who have turned 18 since the time of originally signing. The easiest way to accomplish this, that *Grad Nights* strongly recommends, is to put all forms into a binder, or folder divided by bus, and have all seniors re-sign while in transit to the first venue.

For the ECPs, we recommend you have at least 2 copies for your party chairperson or the medically trained chaperone if there is one in attendance (like a doctor, nurse, EMT, etc.), and the lead chaperone on the applicable senior's bus in the event a life-threatening condition occurs during transit.

If you have any questions regarding the content or process involved with these forms, please do not hesitate to call the *Grad Nights* office, 206-367-8000.

WHAT DO WE DO WITH THE FORMS WHEN WE ARRIVE AT THE 1ST VENUE?

When you arrive at your first venue, please turn in all original copies to your *Grad Nights* Event Manager. The original forms are required by our insurance company in order for your party to be covered. Your *Grad Nights* Event Manager will keep them accessible in their backpack all night should you need them, but you may make a copy if you would prefer to have your own set.

WHY DO SENIORS HAVE TO SIGN A 2ND TIME?

To protect yourself! Most schools have seniors sign and turn in their Senior Class Graduation Party Agreements throughout the year. Since this is a transitory year when a 17-year-old minor turns into an 18-year-old adult, some of the seniors may have signed (and had their parents sign) the form when they were a minor. When they turn into an adult at 18, those signatures are invalidated in the eyes of the law. That senior is now considered an “adult” and is solely responsible for signing their own agreements. They do not need to sign the ECP a 2nd time.

HOW DO WE DETERMINE IF A SENIOR NEEDS TO RE-SIGN?

Since it would be a time consuming process to track all seniors’ birthdays and compare them against when they signed, we strongly recommend that you simply have all seniors sign the agreement again the night of the party. We have created a 2nd signature line for them to do this on the bottom of the 2nd page. This way, if they were 17 when they first signed and are now 18, then they are now signing as an “adult” so it is valid. If they are still 17, their parent’s signature continues to cover them and there is no harm in their signing again. If they were 18 when they first signed, they are just reaffirming their agreement.

IF A SENIOR HAS A FOOD ALLERGY, WHAT WILL HE OR SHE EAT?

We recommend your committee consider a rule allowing seniors with life-threatening allergies to bring separate food items. Our venues also agree to allow seniors with life-threatening allergies bring in a separate meal and/or snacks to ensure their safety. The bagged items can be turned in when the seniors load onto the bus and then kept at the primary chaperone station during the event to be handed-out to the senior, upon request. Keeping the food bagged and separated in this way should help prevent any potential cross-contamination.

IF A SENIOR BRINGS HIS OR HER OWN FOOD, DO THEY GET A TICKET PRICE DISCOUNT?

Unfortunately, venues and catering vendors still charge us catering fees for each senior who attends the event. This is because many of the items on the buffet can be consumed by seniors with most allergies and it would require too much tracking to exclude just one or two students from the buffets. Also, if your committee selected parent provided meals, the catering expense was already removed from the ticket price. For these reasons, a ticket price discount is not available for seniors with a life-threatening food allergy.

IF A SENIOR HAS A FOOD ALLERGY, CAN THEY CARRY MEDICATION?

We recommend the senior be allowed to carry an EpiPen on his or her person. This will allow quick and easy access to the EpiPen if a life-threatening allergic reaction occurs. A second back-up EpiPen and other medications needed for milder allergic reactions, such as antihistamine, can be turned in with the student’s food items, as mentioned above.

WHAT IS DONE WITH THE FORMS AFTER THE PARTY?

We are required to keep originals on file for the insurance company, but they are kept in a secure location and are shredded after 5 years.

If you have any questions regarding the content or process involved with these forms, please do not hesitate to call the *Grad Nights* office, 206-367-8000.