

2017 After Prom

Where: Grafton Health Fitness & Events Center

416 Main St, Grafton

What: Prizes!! Bubble ball, basketball, volleyball, billiards, ping pong, darts, video games, tricycle race, baseball throw with radar, foosball, air hockey, food, and casino room

Date and Time: May 13 immediately following prom (Midnight) to 2 am

Ticket Price: \$8 or 2 for \$15

Please return the completed permission slip and waiver along with cash or check made payable to KMS/KHS PTA in an envelope marked AFTER PROM to the office or ticket table in the cafetorium during lunch by April 12.

2017 After Prom Permission Slip

We the undersigned have read and understand, and do hereby agree to the attendance and the arrival/departure policy as outlined in the After-Prom permission notice. I, the undersigned Parent/Guardian, grant permission for my child ("student"), as identified below, to attend the Keystone High School After Prom event being held at Grafton Health, Fitness & Events Center immediately following the May 13, 2017 Prom.

The undersigned Parent/Guardian and Student hereby release, waive, agree not to sue, indemnify, defend and hold harmless Keystone Local School District, Keystone High School After Prom committee, event sponsors, event volunteers, event workers, other event attendees, event attendee parents/guardians, family members and any and all successors, assign, administrators, directors, trustees, teachers, employees, agents, and representatives of the foregoing, from all present and future claims that may be made by me, all members of my family, estate, executor, administrator, heirs, or assigns for property damage, personal injury or wrongful death caused by the actions or omissions of the parties listed above, wherever, whenever or however the same may occur as a result of my attendance and/or observation of the event (collectively, the "Releasees").

WE UNDERSTAND AND AGREE THAT THE RELEASEES ARE NOT RESPONSIBLE FOR ANY DEATH, INJURY, OR PROPERTY DAMAGE ARISING OUT OF MY ATTENDANCE AND/OR OBERVATION OF THE EVENT, EVEN IF CAUSED BY THEIR OWN NEGLIGENCE.

The undersigned parent/guardian may be reached at the below listed telephone number between the hours of 12:00 am and 3:00 am. If the student is not a KHS junior or senior student or is a minor-aged child attending the event as a guest of a KHS junior or senior student, the undersigned agree that the permission and all of the waivers, releases and other obligations set forth herein shall apply. Furthermore, the undersigned parent/guardian agrees that it is such parent/guardian's responsibility to pick-up the student/guest if the student/guest desires to leave the event before it is over.

We understand that this document is intended to be as broad and inclusive as permitted by the laws of the State of Ohio and agree that if any portion of the agreement is invalid, the remainder will continue in full legal force and effect.

WE HAVE READ AND UNDERSTAND THAT THE TERMS OF THE ABOVE AGREEMENT, WILL COMPLY WITH THE TERMS HEREOF AND ACKNOWLEDGE THAT WE ARE GIVING UP LEGAL RIGHTS.

Print Name of Student/Guest: _____

Signature of Student/Guest: _____

Print Name of Parent/Guardian: _____

Telephone of Parent/Guardian: _____

Signature of Parent/Guardian: _____ Date: _____

Grafton Health, Fitness and Event Center
416 N Main St. Grafton, OH 44044
440-926-2781

Participant Agreement, Release and Assumption of Risk
 Please print and fill out * items

*First name of Parent/Guardian/Participant (over 18)		*Last Name		*Birth date	
*Street Address			*Apt. #	*City	*State
*Phone, (Cell or home)		*Emergency Contact Name and Number			Email

In consideration of the services of JL Smith Enterprises, LLC, (d/b/a Grafton Health, Fitness & Event Center), their agents, owners, principals, directors, officers, members, managers, affiliates, volunteers, participants, employees, representatives, agents, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "GHFEC"), I hereby agree to release, indemnify, and discharge on behalf of myself, my spouse, my children, my parents, heirs, assigns, personal representative and estate as follows:

- I acknowledge that my participation in GHFEC or activities entails known and unknown risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things: GHFEC entail certain inherent risks. Risks include but are not limited to the negligence of other participants or myself, injuries including rope burns, sprains, fractures, dislocations, scrapes, bruises and cuts, pinched fingers, and injuries to the head, back or neck which can cause paralysis and even death. Participants may fall off equipment, sprain or break wrists, ankles and legs, and can suffer more serious injuries as well. Traveling to and from locations raises the possibility of any manner of transportation accidents. Participants may fall on each other resulting in broken bones and other serious injuries. Flipping and running and bouncing off the walls is dangerous and can cause serious injury and must be done at the participant's own risk. In any event, if you or your child is injured, you or your child may require medical assistance, at your own expense. Furthermore, GHFEC employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's health or abilities. They may give incomplete warnings or instructions, and the equipment being used might malfunction.
- I acknowledge that I have read GHFEC posted rules and regulations governing the use of the GHFEC equipment and facilities, and I agree that I will fully comply with these rules and regulations. I will likewise: (i) participate in all GHFEC activities at my own pace and at my own risk; (ii) use good judgment and not overexert myself while using GHFEC equipment and facilities; and (iii) follow any GHFEC instructions concerning the use of GHFEC equipment and facilities. If I have any questions regarding the use of GHFEC equipment and facilities, I will consult a GHFEC employee. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
- I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless GHFEC from any and all claims, demands, or causes of action, which I may sustain while on the premises or which are in any way connected with my participation in GHFEC activities or my use of GHFEC equipment or facilities including such claims based upon damages caused or alleged to be caused in whole or in part by the negligent acts or omissions of GHFEC.
- Should GHFEC or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, including to defend or respond to any claim which I have waived or from which I have released GHFEC hereunder, I agree to indemnify and hold them harmless for all such fees and costs.
- I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating in GHFEC activities, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
- In the event that I file a lawsuit against GHFEC, I agree to do so solely in the state of Ohio, and I further agree that the substantive law of Ohio shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.
- In consideration for not being required to sign a fresh copy before each visit, I agree that this Participation Agreement, Release and Assumption of Risk shall apply to all visits by me/Participant(s).

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against GHFEC on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms. I understand and agree that no change or modification to the terms of this document is valid or enforceable against GHFEC.

I further grant GHFEC, the right to photograph, videotape, and/or record me and/or my child/ward and to use my or my child's/ward's name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising and promotional materials without reservation or limitation. I would like to receive free email promotions and discounts to the email address provided above. I may unsubscribe to emails from GHFEC at any time.

Parent/Guardian/Participant Signature (if 18 or older) _____ Date: _____

If signing for minor participant, complete and sign below:

PARENT'S OR LEGAL GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18):
 In consideration of (print up to four minors' names/birthdates below of SAME parent or legal guardian):

*Participant 1: First Name	*Last Name	*Birthdate
*Participant 2: First Name	*Last Name	*Birthdate
*Participant 3: First Name	*Last Name	*Birthdate
*Participant 4: First Name	*Last Name	*Birthdate

("Minor") being permitted by GHFEC to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless GHFEC from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor, including but not limited to those claims which allege negligent acts or omissions of GHFEC, to the fullest extent permitted by law. I further certify that I am the parent or legal guardian of the minor on this agreement and I have the power and authority to sign this agreement on behalf of and to bind Minor to the terms hereof.

Parent or Legal Guardian's Signature: _____ Print Name: _____ Date: _____

