



Dear Harker DECA Parents,

As a member of the Harker DECA Chapter, your child will be attending the Leadership and Competitive Excellence in San Jose, California from November 11th to November 13th, 2016. The maximum cost of this conference is **\$249**. This sum will be charged to your child’s Harker student account and **will not be returned** if your child decides not to attend later on.

Harker DECA **will** provide transportation to the event. Parents will be **required** to pick their child up from the hotel. (Students: Bring schoolwork. There will be a sufficient amount of downtime to study at the conference)

The final cost covers the following:

- Conference and Registration Fees
- Hotel Expenses
- Transportation Fees
- Meals, Snacks, etc.
- Competitive Materials, DECA Essentials, etc.
- Chaperone Costs

Event: Leadership and Competitive Excellence Conference
Double Tree by Hilton San Jose
2050 Gateway Place, San Jose, CA 95110

Date: November 11th to November 13th 2016

With the signature of this document, I hereby affirm that my student, _____, is able to attend the Leadership and Competitive Excellence Conference taking place from November 11th to 13th, 2016. Furthermore, I authorize the charging of the fee mentioned in the description above to my child’s student account to cover the costs of the deposit. **This form must be turned in to Ms. Glass by Friday, September 23th at 3 pm. He is located in the Innovation Center behind Manzanita.**

Student Name: _____ (Please Print Clearly)

Grade Level for 2016-2017 school year (circle one): 9 10 11 12

Student Signature: _____

Student Email: _____

Vegetarian Meal (circle one): **Yes** **No**

Please circle your t shirt size: **S** **M** **L** **XL**

Parent Signature: _____

Date: _____

In order to attend this conference, family must have updated the vital health record.

I have updated Magnus Health: **Yes**

Thank you! We look forward to an exciting, successful year!





Domestic Transportation Permission and Waiver Form
The Harker School trip to DECA Leadership and Competitive Excellence Conference
San Jose, California, November 11, 2016 – November 13, 2016

CHILD'S NAME: _____
 (Print Full Name)

In consideration for permitting the above-named child ("Student") to participate in the Trip to **the DECA Leadership and Competitive Excellence Conference** on **November 11, 2016**, through **November 13, 2016** ("Trip") with The Harker School, the undersigned parents(s) and/or guardian(s) of the Student, on behalf of their heirs, executors, administrator and assigns, and on behalf of the Student, hereby agree to the following terms and conditions:

1. Voluntary Trip. I/We understand that Student is not obligated to participate in this Trip and that Student will not receive class or school credit for doing so.
2. Acknowledgment of Risk: The Student may participate in activities during the Trip including, but not limited to, *as set forth in the detailed, day-by-day activities handout for the Harker School trip to the DECA Leadership and Competitive Excellence Conference November 11-13, 2016, a copy of which is attached hereto as Appendix A and incorporated by this reference herein.*

I/We understand and acknowledge that the activities that the Student may engage in during the Trip may be dangerous and include risks that are inherent and cannot be reasonably avoided without changing the nature of the activity. Participation in the activities can cause personal injury. I/We understand that The Harker School cannot foresee every possible contingency or completely eliminate all risk. The inherent risks of the Trip include, but are not limited to, as follows:

There is a continuous risk assessment that is done at the site by Harker chaperones Juston Glass and Michael Acheatel to make the best decisions, changes and/or cancellations if environmental or weather conditions appear to be too risky. This is not a guarantee of complete safety on this trip. Prior to each activity, the chaperones will review the inherent risks and will also provide precautionary warnings as well as provide necessary preventative measures, and check footwear and other equipment as warranted. It is possible that travelers may suffer unexpected trauma or become ill enough to warrant immediate medical attention. Medical help will be sought in a timely fashion and every effort will be made to contact parents and return the student home once stabilized for travel.

Here is a list of the associated risks involved in this trip:

Participants will be transported to the main venue at the Doubletree Inn by Hilton in San Jose, California by Harker School bus on November 11th. Participants may not drive their own vehicles to the event. Participants will be picked up by their parents from the hotel at the end of the conference on the 13th.

The entire event, except for meals, will take place in the Doubletree Inn. Participants will walk from the Doubletree to any meals they take outside the hotel. Trip and fall accidents are possible which can result in abrasion, contusion, concussion, broken bones, or greater head trauma.

Parent Initials _____/_____



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If crossing roadways, there is always the possibility of car v. pedestrian accident, and injuries can be more serious when those occur.

All meals taken off site will be done in groups no smaller than 3 students in size, and specific timelines established for departure and checking back in with the chaperones. It is possible that students will not be in sight of the chaperones at all times due to these conditions. Behavioral expectations will be reviewed with students to allow for this condition, and means of emergency contact shared between students and chaperone.

A social dance will be part of the event. Dancing does carry with it the possibility of additional sprains, strains, and muscular-skeletal injuries as well as the above referenced issues due to any trip-and-fall accidents.

Chaperones will conduct a nightly face-to-face check-in of students at the hotel. Hotel stays may expose the participants to germs carried by other guests, and sickness can ensue due to those exposures. These are usually limited to common cold and flu strains but can be more serious. Medical response is outlined in the Overnight Health Form.

These risks are also listed in Appendix A, which is incorporated by this reference herein.

I/We have had the opportunity to discuss the Trip with The Harker School.

3. Assumption of Risk. I/We understand and acknowledge that certain risks are inherent in international travel and assume responsibility for any such risks associated with participation in the Trip. The Trip risks include, but are not limited to, ***participation in the general activities of the DECA Leadership and Competitive Excellence Conference, overnight stay in conference housing, and all risks as identified in Section 2 of this Agreement and also in Appendix A attached hereto and incorporated by this reference herein.***

I/We acknowledge and expressly assume all risks and dangers associated with all Trip activities, whether described above, known or unknown, and inherent or otherwise. I/We also understand and acknowledge that certain risks are inherent and unavoidable in the transportation of students to and from the Trip, and during the Trip, including but not limited to ***the risks of traveling to, from and during the event identified above in Section 2 and in also in Appendix A attached hereto and incorporated herein by this reference.*** Students may be transported to, from, and/or during the Trip ***by the various means identified above in Section 2 and also in Appendix A attached hereto and incorporated herein by this reference.***

I/We take full responsibility for any injury or loss, including death that the Student may suffer, arising in whole or in part from the enrollment and participation of the Student in the activities of the Trip and transportation to and from, as well as during the Trip. I/We further understand that although there will be adult chaperones attending the Trip, the Student will not be under the chaperones' direct supervision for part of the time each day.

Parent Initials _____/_____



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4. No Exceptions to Group Travel Plans. I/We agree that the Student will travel with the School group according to the travel plans made by the School. In this case, this is specific to any group plans to take meals outside the hotel grounds. I/We will not expect any exceptions to be made for the Student because of personal or family plans. The Group Travel Plans are ***specified in detail in Appendix A attached hereto and incorporated herein by this reference.***

5. Voluntary Release of All Claims. I/We voluntarily release, discharge, waive and relinquish all claims against The Harker School, its trustees, officers, directors, representatives, agents and employees, arising out of ordinary negligence that are in any way related to or arising from the Trip, including but not limited to, claims for bodily injury, personal injury, emotional distress, property damage, and/or wrongful death. This release, discharge, waiver and relinquishment also pertains to any instruction or supervision related to the Trip on the part of The Harker School, its trustees, officers, directors, representatives, agents and employees. This voluntary release of claims shall applied and interpreted to the greatest extent permitted by law.

6. Release from Third Party Liability. I/We understand that The Harker School is not an agent of, and has no responsibility for, any third party including without limitation any sponsor or entity that may provide any services, equipment, hospitality, public and/or private transportation, equipment, training, guide services or activities associated with the Trip. Students will use commercial airlines, travel programs, trains, buses, ground services, restaurants, hotels and other services whose performance and service cannot be controlled. Consequently, the School is not responsible for the actions of these commercial entities for matters including, but not limited to, injuries or damages caused by a third-party, strikes, lost luggage and the like.

7. Indemnification. I/We understand and agree that I/we may be held liable and responsible for any injury or death to another person or injury to property of another caused by the Student. I/We hereby agree to indemnify and hold harmless The Harker School, its trustees, officers, directors, representatives, agents and employees, with respect to any claims of injury, death or other loss or damage to person or property suffered by any person related to or arising in whole or in part from the conduct of the Student while participating in the Trip.

8. Medical Conditions. I/We certify that we have provided to The Harker School all of the necessary information concerning any medical or physical conditions or other special considerations concerning the Student of which The Harker School should be aware, including, but not limited to, allergies, asthma or medications concerning the Student, and names and phone numbers of emergency contacts. I/We also agree we have provided verification of the Student’s compliance with the CDC’s immunization recommendations. Updating and maintaining this and all other health information has been done within the Magnus Health system that contains the Vital Health Record. I/we verify that this information is complete and correct including any updates within *seven (7)* days before the departure of the trip.

I/We also agree to bring any medications that will be administered on the trip to the nurse no less than seven (7) days before the trip departs.

Parent Initials _____ / _____



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I/We further agree that if the Student has had any serious illness, injury, or medical treatment in the month prior to the scheduled departure date of the Trip, I/we are expected to notify the School. I/We release The Harker School, its trustees, officers, directors, representatives, agents and employees, from all claims and liabilities for any illness, injury, loss of property and/or death resulting during or after the Trip from a pre-existing medical (physical, emotional and/or psychological) condition of the Student. I/We accept full responsibility for any omissions or errors on the medical information forms I/we have completed and provided to The Harker School. To the best of my/our knowledge, the Student has no medical conditions that would interfere with his/her ability to participate in the Trip or would otherwise endanger his/her health while participating in the Trip.

9. Medical Insurance. I/We understand and acknowledge that the School does not carry or maintain health, medical, or disability insurance coverage for the Student and therefore agree to assume the responsibility for such insurance coverage on the Student.
10. Student Conduct. I/We understand and acknowledge that the Student is expected to abide by all School policies and regulations, including those in the student handbook, during the course of the Trip. Failure to do so may result in discipline up to and including expulsion. I/We acknowledge that independence, responsibility, and autonomy are a critical part of the Student's learning experience. During the Trip the Student will be held responsible for his/her own actions. I/We agree that the School has the right, in its sole and absolute discretion, to terminate the Student's participation in the Trip at any time for conduct deemed detrimental to the School or to the Student.
11. Early Return of Student. I/We understand and acknowledge that if The Harker School terminates the Student's participation in the Trip for violation of School policies, regulations, or conduct that endangers the health or safety of any participant of the Trip, the Student will immediately be sent home and parent(s)' or guardian(s)' may be required to travel to the Trip site to pick up the Student.
12. Payment. I/We understand that payment for the event is made directly to The Harker School, and that all other incidental expenses are our responsibility to cover. Cost is \$249. The charge for the Trip will be charged to the student account and due and payable before the participant goes on the trip. Participants should also bring a small amount of money with them for incidental expenses.
14. Entire Agreement. This Agreement constitutes a single, integrated contract expressing the entire agreement of the parties hereto. There are no other agreements, written or oral, express or implied, between the parties hereto concerning the subject matter. This agreement may only be modified or amended in a writing approved and signed by all parties to this agreement.
15. Photos or Likeness of Students are School Property. I/We understand that photographs of likenesses of students, including any video of the Student, become the property of School who may use the photographs for publicity purposes, without compensation to the Student.
16. Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect.
17. Choice of Law. This Agreement shall be governed by the laws of the State of California

FORM D - PERMISSION/MEDICAL RELEASE FORM (4 PAGES TOTAL)

ALL CALIFORNIA DECA SPONSORED ACTIVITIES 2016-2017

CODE OF CONDUCT

Attendance at any California DECA sponsored conference or activity is a privilege. The following conduct policies will apply to all delegates: students, alumni, advisors, and any other authorized persons attending the activity. This form must be signed by each student and alumni (under 21) attending a CALIFORNIA DECA activity and submitted to the chapter advisor prior to the respective registration deadline. The chapter advisor must have a completed copy of the permission/medical release form for each student attending in their possession for the duration of the event, including travel to and from the event. This Forms must be kept on file in the local school district after conference.

Delegates shall abide by the rules and practices of *CALIFORNIA DECA and school district policies* at all times to, during, and from the designated point of origin of the activity. Delegates shall respect and abide by the authority vested in the CALIFORNIA DECA organization. The standards outlined in this document constitute the California DECA Code of Conduct.

The following shall be regarded as severe violations of the CALIFORNIA DECA Code of Conduct:

Should a conduct code violation occur for item 1 through 7 below, regardless of when exposed, the violating student(s) will be sent home and will not be eligible to attend any other state, regional, or national conference during that school year. If the violation warrants it, law enforcement may also be notified. Determination of penalties for violations will be at the discretion of the State Management Team or the Board of Directors/Trustees.

1. **Alcohol, Drugs and Tobacco:** a student shall not possess, use, transmit, be under the influence of, or show evidence of having used an alcoholic beverage, other drugs, substances or tobacco products capable of or intended, purported, or presumed to be capable of altering a student's mood, perception, behavior or judgment; other than properly used, over-the-counter pain relievers and medications prescribed by a physician for an individual student and must be on record with the advisor. Nor shall the student possess, use, sell or transmit paraphernalia associated with drugs, alcohol, or chemical substance in any form (including tobacco), at any time, or under any circumstances, on public or private properties.
2. **Curfew:** Committing serious violations of curfew regulations as outlined in item 9 below.
3. **Willful Companionship:** Being in the willful companionship of someone who violates any portion of the conduct code, or failing to report any direct knowledge (other than hearsay) of the conduct code violations.
4. **Personal Conduct:** Cheating, dishonesty, or taking unfair advantage of others; participating in social activities other than those with conference participants; conducting acts and/or possession of weapons capable of causing bodily harm or fear of life, defacing or stealing any public or private property (for which financial responsibility will rest solely with offending individuals or their chapter); breaking the law; other serious violations of personal conduct regulations.
5. **Serious Violations** of the student conduct code of the school district or school that the student represents.
6. **Private Transportation:** Driving or riding in a private automobile during a conference, unless accompanied by an authorized advisor. (Delegates are to be housed at the conference site) Occasionally a chapter advisor, under special circumstances, may allow a student to drive or ride in a private automobile to a conference. These students are required to complete a "Permission to use Private Transportation" form to the chapter advisor prior to the conference. Permission to drive/ride applies to transportation of the student named on the form and only to and from the conference site. Once a driving/riding delegate has arrived at the conference site, he/she shall not be in a private automobile again until leaving the site at the end of the conference.
7. **Abusive Behavior and Lewd Conduct:** A student shall not engage in any lewd, indecent, sexual, or obscene act or expression or possess such materials. A student shall not engage in verbal, physical or sexual harassment, hazing, or name-calling. The use of slurs against any person on the basis of race, color, creed, national origin, ancestry, age, sex, sexual orientation, or disability is prohibited.

The following shall be other violations of the CALIFORNIA DECA Code of Conduct:

Should a conduct code violation occur for items 8-13 below, regardless of when exposed, the violating student(s) may be sent home and may not be eligible to attend any other state, regional or national conference during that school year. Determination of penalties for violations will be at the discretion of the State Management Team or the Board of Directors/Trustees or local Advisor.

8. **Conference Conduct:** Failing to wear the supplied conference ID badge and wristband (when provided) at all times from arrival at the conference until departure at the end of the conference; leaving sessions prior to their conclusion (except in the case of emergency); failing to attend all general sessions and assigned activities (including workshops, competitive events, committee meetings, etc.) for which a delegate is registered (unless engaged in a specific assignment taking place at the same time); not abiding by the rules and regulations of DECA or school/district policies from the time he/she leaves his/her home or school for any activity and the time he/she returns to the same home or school following the activity.
9. **Curfew:** Failing to be in your assigned hotel room from the curfew time designated in the conference program until 6 a.m.; causing any noise or other disturbance audible by anyone in the hallway after designated curfew time; ordering any food after the designated curfew time; causing any other unnecessary disturbance or participating in any other inappropriate activity after the designated curfew time.
10. **Dress:** Failing to abide by the dress regulations established for the conference, as outlined in the Dress Code.
11. **Personal Conduct:** Failing to report accidents, injuries or illnesses immediately to the local DECA Advisor; failing to keep adult advisors informed of activities and whereabouts at all times; failure to comply with established grievance process for disputes about competitive event results/processes (including personally confronting judges or event administrators); using tobacco products outside of local school district policies and state law; having a member of the opposite sex in a room if no adult chaperone is present and the room door is not visibly open (e.g., the door may be propped wide open); having a delegate or advisor of the opposite sex in a room without a third person present and the door visibly open.
12. **Hotel Conduct:** Failing to meet the professional standards of housing facilities; accruing incidental room charges (i.e. phone calls, room service, pay-per-view movies, etc.) without settling the account prior to check-out; throwing objects out the window or into the hallway; moving hotel furniture from rooms (e.g., onto the balcony); failing to follow hotel rules and regulations.
13. **Social Media & Online Presence:** In the online environment, students must follow The California DECA Code of Conduct and conduct themselves online as they would in person. Think before you post and use discretion when posting online as you will leave a long-lasting impression of yourself, your school and DECA. Social media venues are public and information can be shared beyond your control. Never post confidential or personal information. Do not misrepresent yourself by using someone else's identity. Be respectful and avoid comments that may be hurtful. Never use profane, obscene or threatening language. Never use slurs based on the gender, race, disability, or orientation of another person. Never post sexually explicit pictures, videos or content. Cyberbullying is considered an act of harassment and will not be tolerated. Use of DECA logos or images on your personal social networking sites is prohibited. If you wish to promote a specific DECA activity or event, you may do so only by means of a link to the official DECA social media accounts.

Individual School District Policies may supersede the code of conduct.

DRESS CODE FOR DELEGATES ATTENDING CALIFORNIA DECA SPONSORED ACTIVITIES

The following guidelines have been developed to clarify the dress code used at all DECA conferences (regardless of locations).

ACCEPTABLE CASUAL ATTIRE

(Travel to/from conferences, dances, and non-conference activities such as shopping, sightseeing, or going out for meals, denim in good taste is allowed at CA DECA conferences only, not allowed at Western Region or National DECA)

Males: Slacks, cords, knee length walking shorts, sports shirts, and DECA t-shirts and sweatshirts. NO gang related clothing or accessories allowed. All clothing must be in good repair and proper size. Undergarments may not show outside of over garments.

Females: Slacks, cords, skirts, blouses, sports shirts, knee-length walking shorts, and DECA T-shirts and sweatshirts. No gang related clothing or accessories allowed. All clothing must be in good repair and proper size Undergarments may not show outside of over garments.

ACCEPTABLE BUSINESS ATTIRE

(Opening/ Closing Sessions, event competition, scholarship interviews, state/national officer interviews, workshops, or banquets)

Males: Dress slacks, dress shirt, tie, dress shoes and socks, (no tennis shoes or flip-flop sandals), sweater and/or sport coats. A dress suit or DECA blazer is always appropriate. Shirts are to be tucked in. Belted pants.

Females: Dress (professional business), dress slacks, skirt (not to exceed 3 inches above knees), blazer, dress blouse or collared shirt, coordinated shirt/ blouse, city shorts, dress shoes, (professional business) (no tennis shoes or flip-flop sandals). A dress suit or a DECA blazer is always appropriate. Nylons are recommended with all professional dress.

Activities such as swimming, sunbathing, jogging, or tennis warrant appropriate recreational attire for that activity.

At any time during the conference while on-site (including hotels), you must be in casual or business attire.

CALIFORNIA DECA DELEGATE PERMISSION/MEDICAL RELEASE FORM

(Students and Alumni are collectively referred to as "Delegates" in this document)

Conduct Code Endorsement, Permissions to Attend California DECA Sponsored Activities, and Authorization to use pictures or student name in publications.

Release of Claim for Damages, Emergency Medical Treatment Authorization:

Name of Delegate _____ Date: _____
Home Address _____ Phone: _____
_____ Date of Birth: _____
Name of High School _____ Phone: _____
Advisor (s) in Charge _____

This is to certify that *the above named delegate* has my permission to attend all California DECA sponsored activities for the 2016-2017 School Year. I also do hereby, on the behalf of *the above named delegate* absolve and release California DECA, the school officials, the DECA chapter advisors, conference staff, and California DECA staff from any claims for personal injuries/damages which might be sustained while he/she is en route to and from or during the DECA sponsored activity.

I authorize the above named advisor or the California DECA staff to secure the services of a doctor or hospital for *the above named delegate*. I will incur the expenses for necessary services in the event of accident or illness and provide for the payment of these costs.

I grant permission to California DECA and its staff/contractors, State Department of Education, and sponsors/supporters to use the above delegate's name and likeness (including photographs, video footage, silhouettes, and audio clips) in publications, productions, promotions and on websites for informational, promotional and other related purposes without further consideration, and acknowledge the right of California DECA to crop, treat, edit, or otherwise modify the photographs, video footage, silhouettes, and audio clips at their discretion.

I also understand that the chapter advisor determines the criteria at the local site, for individual students and alumni to attend and participate at all DECA activities.

We have read and agree to abide by the supplied California DECA Code of Conduct. Should a code of conduct violation occur, law enforcement personnel and or security may be called to assist, and a conduct code committee may be called with the ultimate punishment being that the student may be disqualified and sent home at their/their family's expense and/or be removed from office if in an officer status. If the delegate is sent home reasonable care shall be exercised to ensure a safe, expedient, and financially feasible mode of transportation back to the home community of the delegate involved. We are aware of the consequences that will result from violation of any of the above guidelines.

Student Signature* _____ Date _____
Parent / Guardian Signature* _____ Date _____
Chapter Advisor Signature* _____ Date _____
School /ROP Official Signature* _____ Date _____

MEDICAL INFORMATION

Known allergies (drug or natural) _____
Special medication being taken _____
Date of last tetanus shot _____
History of heart condition, diabetes, asthma, epilepsy or rheumatic fever _____
Any physical restrictions _____
Other conditions _____
Family doctor _____ Phone _____

INSURANCE INFORMATION

Company Name _____ Policy Number _____

* This form consists of four total pages. Signatures on this page apply to the content included on all four pages.

Form E
California DECA Dance Contract 2016-2017

Dance Expectations

California DECA prides itself in being the premier student organization and in keeping with that pride we have trust that our members will dress and act with respect and dignity. Attending a DECA dance is a privilege given to members who are willing to follow a few simple rules that will allow us to represent our fellow members, advisors, chapters and state proudly. Inability to follow these rules will result in consequences starting with a warning or could include being sent home or suspended from DECA for a period of time to be determined by the Board of Directors. Our goal for offering a dance is to allow members to have fun, network, and dance in a safe, healthy, and respectful environment. All students must have a name badge and wristband on in order to enter the dance. By choosing to attend DECA Conferences and Dances students consent to searches and/or random breathalyzer checks so that dance organizers can ensure that the environment is safe and secure for all students in attendance.

California DECA is a professional student organization focused on preparing students to be the future leaders in Marketing, Management, and Entrepreneurship. For this reason California DECA requires that all students attending DECA Dances uphold the highest degree of professionalism by adhering to the following guidelines and if necessary the resulting consequences:

Dance Guidelines (applies to on and off the dance floor)

1. No rubbing of one's bottom on another person's private area.
2. If when dancing, a couple is facing the same direction, there must be a hand's length of space between the two (approx. 6") and they must be dancing in a respectful manner.
3. No body parts other than your feet may be touching the ground while dancing.
4. No break dancing without permission from an adult supervisor.
5. Partners may face one another while dancing in a hugging position; however, this must be done in an appropriate manner.
6. No straddling legs.
7. No grabbing, touching, or rubbing another person in a distasteful or unwanted way.

Consequences:

1. 1st warning -Verbal Warning
2. 2nd warning - 10 minute time out with advisor/adult chaperoning the dance. The student's Chapter Advisor must come to pick the student up.
3. 3rd Incident -Student will be removed from the dance and may be banned from future participation in DECA Conferences and Activities as determined by the Board of Directors. Parents will be notified and incident report submitted to California DECA.

Dress Code

If dress code is not followed, students will not be permitted to enter the dance. Dress code can be found in the Code of Conduct and/or conference program.

I have read, understand, and agree to comply with the California DECA Dance Contract as stated above.

Chapter Name _____ Advisor Name _____

Student Name _____ Student Signature _____

Parent/Guardian Name _____ Parent/Guardian Signature _____