

Class of 2017



Fremont High School and Hornblower Yachts' Waiver of Liability Senior All-Night Grad Party 2017

I/We the parent(s)/legal guardians of _____, a student at Fremont High School, thereby grant permission for the aforementioned student to participate at the Senior All-Night Grad Night Party on June 1, 2017, beginning at 9:45 pm and ending at 4:15 AM on June 2, 2017. I/ We further agree to defend, indemnify and hold harmless the Fremont Union High School district, its Board of Trustees, officers, agents and employees; and the Fremont High School Grad Booster Organization, their demands, suits, actions, payments and judgements, including legal and attorney fees, arising from personal or body injuries, property damage or otherwise, regardless of and however caused, brought or recovered against any of the above that may arise for any reason from or during or be alleged to be caused by the undersigned's participation in the Senior All-Night Grad Night Party 2017. I/We further understand that any student possessing liquor or drugs, involved in a disruption or in any way representing a danger to themselves or others, will be subject to removal from the premises and other appropriate action when necessary.

Performance: The Hornblower Captain has total control over the yacht and your cruise, including navigation of the yacht, the route taken, and all safety issues. We do not have any control over fog, sea perils, storms, weather, strikes, accidents, breakdowns or government requirements.

Damage to the Yacht, equipment or Facilities: You agree to pay the replacement value of, or the cost of repairing, any damage to the yacht, equipment or facilities caused by your student. You agree to pay any clean up costs beyond the normal clean up required as a result of the actions of your student.

Limitations of Liability: We have exercised reasonable care in selecting a crew and making the vessel safe. We are not responsible for loss or damage to any personal property or for any injury suffered by your student, unless it is caused by us or our employees.

You agree that we take photographs of this event and the people attending it, and may use those photographs on our website and for other promotional purposes.

Each student will be required to have a wristband on before being allowed on the yacht. Removing wristbands is a violation of the Hornblower security code. Students are required to wear a wristband during the full duration of the cruise. Hornblower reserves the right to return the yacht back to dock at any time the Captain or crew feel threatened or see anything that may result in harm or danger. Local authorities will be notified.

You approve and agree to everything in this Agreement. The person who signs the agreement for you has the authority to act for you and bind you to this agreement.

IT IS FURTHER UNDERSTOOD THAT THE SENIOR ALL-NIGHT GRAD PARTY IS NOT A DISTRICT FUNCTION. All sales are final. Tickets are non-refundable and non-transferable.

Parent Signature

Date

Student Signature

Student ID#

Date

Emergency Contact Name

Phone

NOTE: Admittance to the Senior All Night Grad Cruise will be granted only to those students with a completed waiver on file.

