

Project Graduation, Inc.
1370 Trancas St. #787
Napa CA 94558

www.napagradnite.com

GRAD NITE PARTICIPATION AGREEMENT AND RELEASE FROM LIABILITY

READ BEFORE SIGNING

In consideration for being permitted by Project Graduation, Inc. (“Project Graduation”) to participate in the Grad Nite activities and use Grad Nite facilities, I agree to the following:

- 1. VOLUNTARY PARTICIPATION:** I _____ (print name), understand and acknowledge that during my participation in the Grad Nite event (“Grad Nite”) there are risks of personal injury, death, and property damage (“Injuries and Damages”) from various activities offered by Project Graduation. Risks are inherent in the Grad Nite activities generally. During the Grad Nite activities I know that Injuries and Damages can occur by natural causes or action or inaction of other participants, animals, third parties, or Project Graduation volunteers as a result of negligence or other reasons. I appreciate that I will have to exercise extra care for my own person and for others around me in the face of such risks. I further understand that during various activities of Grad Nite, there may not be rescue or medical facilities or expertise necessary to deal with the Injuries and Damages to which I may be exposed and I am electing to participate in Grad Nite despite that fact.
- 2. ASSUMPTION OF RISK:** I AM AWARE THAT MY PARTICIPATION IN GRAD NITE MAY INCLUDE HAZARDOUS ACTIVITIES. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED, AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY OR DEATH, AND VERIFY THIS STATEMENT BY PLACING MY INITIALS HERE: _____.
- 3. RELEASE:** I agree that I, my assignees, heirs, distributees, guardians, and legal representatives will not make a claim against, sue, or attach the property of PROJECT GRADUATION on account of injury or damage resulting from the negligence or other acts, howsoever caused, by any employee, agent, or contractor of PROJECT GRADUATION as a result of my participation in Grad Nite. I release PROJECT GRADUATION from all actions, claims, or demands that I, my assignees, heirs, distributees, guardians, and legal representatives now have or may hereafter have for injury or damage resulting from my participation in Grad Nite.
- 4. INDEMNIFICATION:** I agree to defend and indemnify PROJECT GRADUATION, its employees, agents, officers, directors and program director and hold it harmless for any claim for liabilities, costs, expense (including reasonable attorneys’ fees actually incurred) damages or injuries arising out of or resulting from my participation in Grad Nite including but not limited to personal injury, death, or property damage, even if PROJECT GRADUATION, its employees, agents, officers,

directors or program director are also negligent or otherwise at fault. Such obligation to indemnify and hold harmless PROJECT GRADUATION, its employees, agents, officers, directors and program director shall survive the time of my participation in Grad Nite.

5. **PHOTOGRAPHY:** I give consent to have any and all photographs and any other audio/visual materials taken of me for promotional material, educational activities, exhibitions or for any other use for the benefit of Grad Nite and such materials will be the property of PROJECT GRADUATION.
6. **SEVERABILITY:** I further understand that this agreement is intended to be as broad and inclusive as is permitted by law. If any provision or any part of any provision of this Agreement is held to be invalid or legally unenforceable for any reason, the remainder of this Agreement shall not be affected and shall remain valid and fully enforceable.
7. **KNOWING AND VOLUNTARY EXECUTION:** I certify that I am of lawful age (18 years or older) and otherwise legally competent to sign this agreement. I further understand that the terms of this agreement are legally binding and I certify that I am signing this agreement, after having carefully read it.

I UNDERSTAND THAT I AM FORFEITING IMPORTANT LEGAL RIGHTS AND INCURRING IMPORTANT LEGAL RESPONSIBILITIES.

Participant Name (printed): _____

Signature: _____ Date: _____

Parent Signature (if Participant is under 18) _____ Date: _____