



Eagle Rock Jr./Sr. High PTSA
1750 Yosemite Drive, Los Angeles, CA 90041

Grad Nite Policies, Procedures and Guidelines

LAUSD Policy on Non-Sponsored Field Trips and Staff/Employees such as Grad Nite:

- Non-sponsored field trip is a trip to destinations:
 - Not authorized by the District
 - Not conducted during school hours
 - Not sponsored or funded by the school
 - Not inspected by the District's Office of Environmental Health and Safety
 - Not reviewed for insurance by Risk Management

Additionally, a trip may be determined to be Non-Sponsored by the school principal or by the Local District if it is not related to the instructional program. The District cannot assume responsibility or liability for a Non-Sponsored field trip. All liability and responsibility for the Non-Sponsored field trip are assumed by the sponsoring person(s) or organization and the parent who allows the child to attend; the District assumes no liability and no responsibility whatsoever in connection with extracurricular trips unrelated to the instructional program or purely voluntary school trips, such as ski trips, school club trips, Grad Nite or other non-school related activities, and does not assign school personnel to supervise a Non-Sponsored trip.

PTSA POLICIES, PROCEDURES AND GUIDELINES

Grad Nite Committee:

- Committee Chairperson and committee members must be PTSA members.
- Committee chairperson and committee members are appointed by the PTSA president, and the appointments ratified by PTSA executive board members.
- Committee does not function as a separate group but is part of the association and must operate within the framework of PTA bylaws, policies, and procedures.
- Committee makes recommendations, not decisions.
- All projects and activities must have the approval of the executive board and the association in advance.
- All money raised or derived from the activities of a committee is deposited in the unit treasury and shall not be expended by any chairman or committee without the approval of the executive board and association.
- The committee may meet with the 11th grade students in May to survey for Grad Nite preference for their senior year.
- The committee will meet with the 12th grade students in August for the Grad Nite Informational Meeting.

Rules for Attendance

- Grad Nite attendees (students) are not required to be PTSA members in order to participate.
- Grad Nite attendees must meet school graduation requirements in order to qualify.
- Only graduating seniors are allowed to attend Grad Nite.
- Students who are not in good standing at the time of graduation will not be permitted to attend Grad Nite, even if the student has purchased a ticket.



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- Ticket sales are final, there are no reimbursements.
- Grad Nite attendees and chaperones must adhere to acceptable behavior policies.
- Grad Nite attendees and chaperones will adhere to the rules, policies and guidelines set forth by the PTSA and the host venue.

Students with Special Needs:

- One-to-one aide (per the student's IEP): Students with Special Needs that require an aide as documented on their IEP are not required to pay for the aide's ticket, nor is the aide required to pay for his/her ticket. The PTSA will assume the responsibility of paying for the aide's ticket and providing transportation.
- However, the PTSA will not compensate for the hours worked that the aide requires to accompany the student. The aide is voluntarily accompanying the student.
- The PTSA must provide accessible transportation at no additional cost to students with mobility disabilities in compliance with the requirements set forth in the Americans with Disabilities Act (ADA).

Students with Special Financial Circumstances:

- **All requests and information must be kept confidential!**
- The PTSA recognizes that some students, due to their financial circumstances, are not able to afford to purchase Grad Nite tickets or fees.
- The PTSA strives to support the students by sponsoring to pay, either full or partial, for their ticket provided one of the following is met:
 - The student qualifies for free/reduced lunch program.
 - The student is identified as homeless.
 - The student is in foster placement through the Los Angeles County Dept. of Child and Family Services.
 - Other circumstances that the committee and the executive board deemed appropriate or acceptable may qualify the student for sponsorship.

Communication

- Forms of communication may include email, text messaging app such as Remind, flyers, PTSA website, other social media owned by the PTSA, and phone calls.
- All forms of communication will be through the PTSA.

Ticket Sales

- Ticket sales will be scheduled in January, February, and March, before school, during lunch and/or after school.
- Payments will be in the form of cash, apple pay, android pay, square, or paypal.
- Checks, money orders, and cashier's checks are made payable to Eagle Rock Jr./Sr. High PTSA.
- Payment in full is due at the time of ticket sales.
- Payment is non-refundable.
- Depending on the number of graduating seniors, the number of tickets ordered is between 300 to 350.



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Executive Board:

- The executive board consists of officers of the association, chairpersons of standing committees, principal or his/her representative, and faculty representatives.
- The executive board oversees the plans, goals, programs, fundraisers, and other events.
- The Grad Nite committee chairperson reports to the executive board and submits recommendations made by the committee.
- The executive board approves all recommendations, budget and expenditures presented by the committee.

Association Members (PTSA Membership Group):

- The PTA membership is the only group with authority to:
 - approve/ratify all PTA expenditures.
 - approve all contracts for PTA programs, events, and projects.
 - adopt the budget.

TRANSPORTATION

THERE MUST BE TWO CHAPERONES PER BUS.

One chaperone will drive to the venue in case a student needs to be transported out of the event, and the parent or guardian is not available or is not able to arrive to the venue on time.

LAUSD has requested that outside groups providing transportation services to LAUSD students hire companies that are from the LAUSD approved list of transportation vendors. (See attached Vendor Transportation list.)

- **The transportation vendor may sign a Hold Harmless Agreement Form.**
- **The California PTA and the PTSA may be added as additional insureds.**

Please see below the directive from the California State PTA regarding transportation, and rules and guidelines as it pertains to the American Disabilities Act:

In situations where PTA sponsors activities and secures transportation, such as “Grad Nite” (hereinafter referred to as “events”), the PTA must provide accessible transportation at no additional cost to students with mobility disabilities in compliance with the requirements set forth in the Americans with Disabilities Act (ADA). Local PTA units shall coordinate with their local school and/or school district to obtain updated lists of accessible transportation providers if such lists exist. Questions from PTA units, districts, or councils regarding a request for accessible transportation should first be directed to the school district. Additional questions may be directed to the California State PTA Vice President for Leadership Services.

When local PTA units secure transportation for participating students for events, local PTA units must comply with the ADA which does not permit services that are different or separate from that provided



Eagle Rock Jr./Sr. High PTSA
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to other individuals without disabilities, unless such action is necessary to provide an individual with a disability or class of such individuals with a good, service, facility, privilege, advantage, or accommodation or other opportunity that is as effective as that provided to others.

If the local PTA unit secures accessible transportation to events, as described above, and it fails to arrive, the PTA shall make every reasonable effort to secure alternative accessible transportation to enable students with mobility disabilities to still attend. In no instance shall a local PTA unit inform students with mobility disabilities that they must secure their own transportation.

A student with a disability who requires a one-to-one aide as part of his or her Individualized Education Program (“IEP”) shall be permitted to attend any PTA event with his or her aide, as the student’s family deems necessary. Further, no fee shall be charged for any PTA event ticket for the student’s aide. For any event where a student requires an aide, the cost of the aide’s transportation shall be borne by the PTA. PTA may ask to be reimbursed by the event venue, affiliated school and/or school district.

CHAPERONES:

- Chaperones must be 25 years or older.
- Chaperones must be PTSA members.
- Chaperones must be approved by the executive board.
- The executive board members and Grad Nite committee members have priority in volunteering to chaperone the Grad Nite event, provided the executive board or committee member is 25 years or older.
- Chaperones must have a cell phone number available at all times during the trip.
- Chaperones are not allowed to bring their children to the Grad Nite event.
- Chaperones, including employees of LAUSD, must sign the Adult Waiver form, and agree that they are volunteering as private citizens.
- One-to-one aide for a special education student attendee is not considered a chaperone.

DROP OFF AND PICK UP:

- The drop off and pick up site will be at Eagle Rock Jr./Sr. High School.
- Students are not allowed to stay overnight at rental properties, such as Air BnB, hotels, motels, etc.
- Students are not allowed to take public transportation after the event.
- Students must be picked up by a private car or drive home from the school.
- L.A. School Police will be informed of the Grad Nite date and pick up time for the students.
- At least two chaperones must stay until all students have been picked up by a parent/guardian/authorized person, or leave in a private car.



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FORMS

Job Description for Grad Nite
Event Planning Worksheet
Chaperone Contact List
Permission Form
Student Waiver Form
Guest Waiver Form
Venue Rules, Guidelines and Policies
Adult (Volunteer) Waiver Form
Hold Harmless Agreement

Day of Grad Nite

Registration:

- Chaperones will report to the head chaperone to pick up their list, waiver forms, bus signs, and tickets.
- Each chaperone will be assigned a Remind Group.
- Chaperones will register their students prior to boarding the bus, and distribute the Grad Nite tickets.
- Since there are two or three chaperones per bus, one chaperone will check the backpacks, bags, purses, and other bags, while the other chaperone registers each student and passes the ticket.
- Chaperones will do a roll call prior to the bus leaving for Disney Resort.

At the Park (Disney Resort):

- All participants will report to the backstage screening area at California Adventure.
- After the screening, each participant with a valid Grad Nite ticket will be issued a wrist band.
- All participants must wear their wrist band at all times.
- If a participant loses their wristband, Disney will not replace it, and participant must be picked up by parent or guardian.

After Event:

- Students will be directed by each chaperone where to exit.
- All participants must report to the bus that they were assigned to.
- Chaperones must do a roll call prior to leaving the park.
- All buses must leave at the same time.

Event Wrap Up:

- Grad Nite Committee will meet to review the event and start planning for the next program year.
- All participants will be asked to complete a survey of their experience.

Student Name _____ Receipt # _____

Student Cell Phone _____ Allergy/Special Need _____

Student Email _____ Home Room Teacher _____

Payments – Cash/Checks/ Cashier's Checks/Paypal (Checks payable to: Eagle Rock Jr./Sr. High PTSA)

Grad Nite is June 16, 2023, 7:00 a.m. to June 17, 2023, 3:00 a.m.

By visiting the Disneyland Resort, participants voluntarily assume all risks related to exposure to COVID-19.

Important Facts – Rules and Regulations (See additional Disney rules and regulations)	Student Initial	Parent's Initial
<p>Please be at school no later than 7:00 a.m. for registration. We will be loading the buses at 8:30 a.m. This is not a sleepover event. All participants must ride to and return from Disney in PTSA buses. No Uber, Lyft, or taxi is allowed to take a student home from Disney.</p> <p>Departure from Eagle Rock Jr./Sr. High School is 9:00 a.m.</p> <p>Participant backpack is subject to a search prior to leaving, and at any time. You give consent that the participant may be subject of a pat down search by Disney while on the premises of the Disneyland Resort.</p> <p>You will need your ID and receipt to get on the bus.</p>		
Participant has been fully vaccinated or has received a negative COVID-19 test prior to entering the theme parks. – As recommended by the State of California.		
Participant is encouraged to wear face coverings when indoors and in enclosed transportation. Face coverings remain optional for participants in outdoor common areas.		
Participant must be a graduating senior in good standing with the school. If you are not in good standing and you are not eligible to graduate, you forfeit any payment, and no refund will be issued.		
Participant is responsible for their own food while at the event. NO glass containers, outside food, or liquids are permitted.		
Alcoholic beverages, smoking marijuana including marijuana enriched products, vaping devices, or any illegal substances are prohibited at the Disneyland Resort.		
Participant will adhere to the dress code per Disney rules.		
Participant will behave in a manner that is deemed normal by civilized society. Weapons or objects that appear to be weapons are not allowed. Laser pointers or other items deemed potentially harmful or disruptive are prohibited.		

Student Name _____ Receipt # _____

Student Cell Phone _____ Allergy/Special Need _____

Student Email _____ Home Room Teacher _____

	Student Initial	Parent's Initial
Participant must remain on Disney property at all times. Wristband must be worn at all times. If participant loses wristband, it will not be replaced, and participant will be sent home, with parent/guardian/authorized person picking up participant from the park. If participant leaves the Disney property at anytime, participant will be automatically expelled, and parent/guardian must immediately pick up participant from park.		
Upon return from Disneyland, students will be picked up at Eagle Rock Jr./Sr. High School between 3:00 a.m. to 3:15 a.m. on Saturday, June 17. Please indicate how your student will be getting home from the high school: (Please check) My child will be taking a service car (Uber, Lyft, Taxi) _____; will be picked up by an authorized guardian/adult _____; will drive home _____.		
<i>Students will not be allowed to take public transportation or walk home after drop off at school. All students must be picked up by parent or authorized person, or drive home (either own car, Uber, Lyft or taxi). Once the student leaves the school premises in a service car (Uber, Lyft or taxi), Eagle Rock Jr./Sr. High PTSA, California State PTA, Eagle Rock Jr./Sr. High School and LAUSD are released of any liability incurred outside of the school premises. Eagle Rock Jr./Sr. High PTSA, California State PTA, Eagle Rock Jr./Sr. High School or LAUSD will not be responsible for any damages, theft, or loss of property on cars parked on school premises or street.</i>		

Cell and/or home phone of Parent/Guardian (we may call at 2 a.m. to confirm pick up)

Parent/Guardian Name (print) _____ Mobile: _____

Home Phone _____ Work Phone: _____

I understand certain rules will be in effect during Grad Nite, as listed, and also acknowledge and agree that in the event of a violation of such rules or regulations the participant will be required to exit the Disneyland Resort and, in such event, I agree to be responsible for picking up the participant and no refund will be issued.

I understand that the Grad Nite Event is not a school sponsored event.

I hereby certify and represent that I have read the foregoing and fully understand the meaning and effect thereof and intending to be legally bound I have signed this consent on behalf of my child, on the date set forth below.

Parent Printed Name: _____ Parent Phone Number: _____

Parent Signature: _____ Date: _____

Student Signature: _____

Student Name _____ Receipt # _____

Student Cell Phone _____ Allergy/Special Need _____

Student Email _____ Home Room Teacher _____

Eagle Rock Jr./Sr. High PTSA Grad Nite Permission Slip

I, _____, as legal guardian/parent (hereinafter referred to as “guardian”)

For _____ (hereinafter referred to as “student”) do hereby give permission for him/her to participate in the PTSA Grad Nite trip. Student and Guardian understand that student assumes full responsibility for their own actions and shares responsibility for the group’s actions. If needed, because of emergency, Guardian hereby legally authorizes chaperones to authorize any medical services that my child might require. **I have listed on a separate page any prescription medicine that my child will have with them on the trip, or any special arrangements if needed for my child.**

Student and Guardian further understand that student must abide by all rules and regulations set by the chaperone, school, Disneyland Resort Parks, bus company, etc. If any of these **rules**, partially listed, are **broken, student may be sent home at parent’s expense without refund** and will hold the Eagle Rock Jr./Sr. High PTSA, California State PTA, Eagle Rock Jr./Sr. High School and Los Angeles Unified School District, its agents, officers, and all chaperones harmless of any liability.

Unacceptable conduct: Excessive rowdiness, fighting, damaging of property, foul language, and any illegal act(s) including stealing or shoplifting, not following chaperone rules. Participants are expected to act in a socially acceptable manner deemed normal by civilized society.

Participants are expected to abide by the dress code as outlined in this package of information. Any article deemed vulgar, offensive, or inappropriate by chaperones and by Disney, shall not be worn at any time while on this trip.

It is illegal for participant to be found in possession of or under the influence of Alcohol and/or drugs, including illegal substances. A participant found under the influence or in possession of drugs or alcohol or illegal substances will be immediately expelled from the trip without refund, and local enforcement will be notified. Notification regarding prescription drugs must be listed on a separate sheet and presented to the assigned chaperone before departure. Note: participants belongings may be searched at any time.

Parent/Guardian Signature _____ Date: _____

Print Name: _____ Relation to Student: _____

Student Signature: _____ Date: _____

Address: _____

Parent/Guardian Contact: _____

Student Name _____ Receipt # _____

Student Cell Phone _____ Allergy/Special Need _____

Student Email _____ Home Room Teacher _____

Additional Emergency Contact: _____

Physician Name/Number: _____

Medical Insurance: _____

Medications/ Allergies/ Special Needs Instruction: _____



PARENT'S APPROVAL, STUDENT, FAMILY, AND PARTICIPANT WAIVER

2327 L Street, Sacramento, CA 95816-5014(916) 440-1985 • FAX (916) 440-1986 • Email info@capta.org • www.capta.org

Print the name of all family members who may participate in any PTA sponsored events for the [insert period] school year (including student, siblings and parents):

1. _____
Participant Name Age, if minor child

2. _____
Participant Name Age, if minor child

3. _____
Participant Name Age, if minor child

4. _____
Participant Name Age, if minor child

The undersigned parent(s) or guardian(s) assume all risks in connection with the participation of all individuals listed above in any and all of the PTA sponsored activities.

I attest and verify that all individuals listed above are physically fit and able to participate in any PTA sponsored activities. Further I acknowledge that it is my responsibility to understand any inherent risks associated with PTA sponsored activities and communicate those risks to all individuals named above.

I do hereby certify that to the best of my knowledge and belief all individuals named above are in good health. In the event that I, or other parent/guardian, cannot be reached in an emergency, I hereby give permission to secure proper treatment for my child(ren). I/we do hereby consent to whatever x-ray, examination, anesthetic, medical, surgical or dental diagnosis or treatment and hospital care are considered necessary in the best judgment of the attending physician, surgeon or dentist and performed by or under the supervision of the medical staff of the hospital or facility furnishing medical or dental services. It is further understood that the undersigned will assume full responsibility for any such action, including payment of costs.

I/we hereby advise that the above named minor(s) has the following allergies, medicine reactions or unusual physical conditions, which should be made known to a treating physician: (If none, please write the word "none". If yes, put first name of child and the allergy/condition.): _____

I/we, as parent(s) or guardian(s) of the minor(s), do hereby, for my child/children, myself, my heirs, executors and administrators, release and forever discharge and hold harmless the California State PTA, the local PTA and all officers, directors, employees, agents and volunteers of the organizations, acting officially or otherwise, from any and all claims, demands, actions or causes of action which in any way arise from the participation of any individuals listed above in any PTA sponsored activities.

By signing below, I confirm that I have carefully read and fully understand its contents. I am aware that this is a release of liability and signed it of my own free will.

1. _____
Parent/Guardian Signature Print Name Date

2. _____
Parent/Guardian Signature Print Name Date

Address City State Zip Phone (include Area code)



CLASS OF 2023 POLICIES & EXPECTATIONS

2023 *Disneyland*® Resort Grad Nite Policies & Expectations

In a tradition that dates back to 1961, Grad Nite at the Disneyland® Resort (the “**Resort**”) has been a rite of passage for millions of graduating high school seniors. Disney’s goal is to create an environment that is enjoyable for everyone including, without limitation, all Resort Guests and Disney Cast Members. The Resort expects chaperones and school administrators to strictly enforce Grad Nite behavior expectations and policies. With each school’s cooperation, we can carry on the legacy of Grad Nite at the Resort as the magical and memorable experience that it is today.

It is the school’s responsibility to ensure that all students and chaperones attending Grad Nite (each an “**Attendee**” and, collectively, “**Attendees**”) arrive at the Resort sober and without any drugs, alcohol, or other prohibited items in their possession. We expect schools to conduct thorough bag checks and Attendee screenings before allowing Attendees to board buses for Grad Nite. Similar to the security screening process for all Resort guests, Attendees should expect bag checks and magnetometer screenings at the Resort’s backstage screening area.

In conjunction with the Anaheim Police Department, we will also be conducting screenings for banned substances.

Screenings will include bag searches and the use of drug-sniffing canines. If bag searches and/or the drug-sniffing canines indicate the presence of marijuana (or any of its derivatives including marijuana enriched products and medical marijuana) or any illegal narcotics/substance, we will ask the subject Attendee for permission to conduct additional screening. Chaperones are required to enter the security screening area with their students. A chaperone must be available at all times and prepared to handle any issues that may arise during screenings and must accompany students as needed, regardless of a student’s age.

If any banned substances are found on the bus or in the possession of an Attendee, the matter will be turned over to the Anaheim Police Department for further action. If schools/Attendees violate this policy, the school may be banned from future Grad Nite events. Attending Grad Nite is not a right, it’s a privilege.

All chaperones attending Grad Nite must be age 25 or older. Chaperones are expected to provide responsible adult supervision both during the day and evening hours of Grad Nite. Therefore, chaperones should not consume alcoholic beverages during their visit to the Resort for Grad Nite. Chaperones violating this policy will not be allowed into the Grad Nite private event and may jeopardize future Grad Nite registrations for their school. Chaperones must be available at all times to respond to any incident involving an Attendee from their school and must ensure that chaperone contact information provided to Disney is correct and complete prior to the date of the event.

YOUR YEAR. YOUR PARK. YOUR PARTY.



CLASS OF 2023 POLICIES & EXPECTATIONS

All students attending Grad Nite must be graduating high school seniors that are in good standing with their school. All students must arrive together with their school in buses, large vans or chaperone-driven vehicles. Arriving at Grad Nite in a student-driven vehicle is not permitted. Each Attendee attending Grad Nite is responsible for his/her own ticket throughout the duration of the visit. Tickets are non-refundable, non-transferable and will not be replaced if expired, lost, destroyed or stolen. Attendees will receive an event wristband following successful completion of the security screening at the Grad Nite screening location. Children of Attendees or students without a registered school in attendance will not be allowed to attend regular theme park hours or the Grad Nite private event using any type of Grad Nite ticket package (i.e., paid student, paid chaperone or complimentary chaperone ticket). If an Attendee is seen with a child during the Grad Nite private event, they will be asked to leave immediately. Please leave all children at home. The Grad Nite private event is a special ticketed event for eligible attendees from registered schools, and is not open to the general public or to any other students, parents, chaperones or guests arriving at the Resort without a Grad Nite ticket).

To ensure an enjoyable experience for all Attendees and other theme park guests, please respect the theme park rules as well as the following rules:

Excessive celebratory behaviors that can be interpreted by other guests as intimidating and/or disruptive are prohibited at the Resort and during the Grad Nite event, such as:

- Groups walking and/or running in locked arms (this can appear threatening to other guests and is also a safety concern in impacted areas).
- Group chanting of any kind including yelling at high volumes in attraction queues.

The following behaviors and activities are not tolerated at the Resort:

- Inappropriate touching, sexual misconduct or physical aggression of any kind.
- Failure to comply with a request of a Disney Cast Member (Disney Cast Members are trained to direct Resort guests for optimal safety and help guests comply with the Resort's standards of conduct).
- Inappropriate language (including profanity) and disruptive or offensive behavior.
- Disrespectful demeanor toward other theme park guests, Disney Cast Members or other law enforcement officials.
- For your safety and that of others, please refrain from running.
- Theft or vandalism.
- Line jumping/cutting in attraction queues.
- Failure to comply with attraction safety rules.
- The distribution of printed or recorded materials of any kind.
- Photography, videotaping or recording of any kind for commercial purposes.
- Feeding, petting, touching, harassing or harming any wildlife in the theme park, including birds.

YOUR YEAR. YOUR PARK. YOUR PARTY.

The following items are prohibited for all Attendees:

- Alcoholic beverages and any illegal narcotics/substances.
- Marijuana (or any of its derivatives including marijuana enriched products and medical marijuana), even if it has been legally prescribed to the student or chaperone.
- Self-defense or restraining devices (e.g., pepper spray, mace).
- Glass containers of any kind, glass perfume/cologne bottles of any size.
- All outside food and drinks that are not factory sealed.
- Firearms, ammunition or weapons of any kind, or objects or toys that appear to be firearms or weapons.
- Fireworks or other similarly explosive and/or flammable objects.
- Laser pointers or any other items we deem inappropriate and/or aligned with normal Resort prohibited items deemed potentially harmful or disruptive, including Bluetooth speakers.
- Smoking, vaping, cigarettes, electronic cigarettes (e-cigarettes), vaping products and any other tobacco products.
- Selfie sticks and hand-held extension poles for cameras and mobile devices.
- Suitcases, bags, coolers or backpacks, with or without wheels that are larger than 24" long x 15" wide x 18" high.
- Musical instruments.
- Large tripods or monopod stands and professional photography equipment and lighting.
- Recreational devices such as drones, remote control toys, skateboards, scooters, inline skates and shoes with built-in wheels.
- Attire that we consider inappropriate or attire that could detract from the experience of other Guests, such as clothing containing drug/violence/weapon references or pictures and potential gang-related clothing.

If a chaperone should witness inappropriate student behavior, we ask that the chaperone notify a Disney Cast Member immediately. If a student should witness inappropriate chaperone behavior, we ask that the student notify a Disney Cast Member immediately. If a student or chaperone is ejected from the Resort or Grad Nite, it is the responsibility of the school official(s) to dismiss the student or chaperone from the Resort premises.

Grads and/or their chaperones may only bring in medication (including but not limited to inhalers and over-the-counter and prescription medications) in conformance with school policy and the requirements under applicable laws and regulations, such as Section 49423.1 of the California Education Code. Any medication needing refrigeration may be stored at *Disney California Adventure*® Park First Aid.



CLASS OF 2023

POLICIES & EXPECTATIONS

For more information regarding *Disneyland*® Resort
park rules, please visit
<https://disneyland.disney.go.com/park-rules/>.

Please also visit [Disneyland.com/updates](https://disneyland.com/updates)
for important information
about visiting the *Disneyland*® Resort.

YOUR YEAR. YOUR PARK. YOUR PARTY.



CLASS OF 2023 TERMS & CONDITIONS

Acknowledgments

By ordering Grad Nite tickets, the school official or other school designee, as applicable (each a **"School Representative"**), acknowledges that: (i) the School Representative has received and reviewed the 2023 Disneyland® Resort Grad Nite Policies & Expectations and Terms & Conditions (collectively, the **"Terms and Conditions"**); (ii) the School Representative will communicate these Terms and Conditions to all participating Grad Nite attendees including students and chaperones (**"Attendees"**); and (iii) the School Representative, on behalf of their school, agrees to these Terms and Conditions. By ordering Grad Nite tickets, the School Representative represents and warrants that they have the authority to make the foregoing acknowledgement on behalf of their school. Each School Representative also agrees to ensure that the school's chaperones will help enforce these Terms and Conditions while attending the Grad Nite event with their school. No school will be allowed to order tickets without acknowledgment of these Terms and Conditions.

In addition, by acknowledging where indicated below, school shall acquire no right to use, and shall not use, the names "Disneyland" or "Disney" (either alone or in conjunction with or as a part of any other word or name) or any fanciful characters or designs or other intellectual property of Disney Destinations, LLC or any of its affiliates (collectively, **"Disney"**):

- (i) in any advertising, publicity or promotion.
- (ii) to express or to imply any endorsement by Disney of school or school's services.
- (iii) in any other manner or for any purpose whatsoever (whether or not similar to the uses prohibited by (i) and (ii) above), except as provided in these Terms and Conditions.

Sales of, and Offers to Sell, Grad Nite Tickets or Wristbands

School shall not offer to sell, nor sell, any Grad Nite tickets or wristbands to any persons (other than to Attendees). School shall sell the Grad Nite tickets and wristbands only to Attendees in connection with the Grad Nite event. School shall not sell or transfer any Grad Nite tickets or wristbands to any third party, travel wholesaler, tour operator or other person or entity that intends to resell and/or retransfer the Grad Nite tickets or wristbands and/or is otherwise not a Grad Nite attendee and the end user of the Grad Nite tickets and wristbands. School shall not offer to sell nor sell any Grad Nite tickets or wristbands at the *Disneyland*® Resort.

Rules and Regulations

The Grad Nite event shall be governed by and conducted in accordance with such rules and regulations as Disney may establish, in Disney's sole and absolute discretion, for the Grad Nite event (including, without limitation, the hours of operation of the Grad Nite event, the rules set forth on the Grad Nite tickets and wristbands, rules regarding no smoking, dress/attire standards, and all applicable laws, rules, regulations and ordinances of any and all governmental authorities having jurisdiction). All Attendees must arrive and depart together via buses or chaperone driven large vans or vehicles. Disney suggests that at least one (1) chaperone from each school make their way back to their bus prior to departure, to be there for Attendees. All Attendees must depart the *Disneyland*® Resort no later than 90 minutes

YOUR YEAR. YOUR PARK. YOUR PARTY.



CLASS OF 2023 TERMS & CONDITIONS

following the conclusion of the Grad Nite event at 2:00 a.m. It is the school's responsibility to arrange all transportation to and from the Disneyland® Resort. All schools shall comply with all laws applicable to student pupil activity buses including, without limitation, U.S. Department of Transportation, National Traffic and Motor Vehicle Safety Act, Americans with Disabilities Act (ADA), Department of California Highway Patrol and school transportation safety plans. Disney reserves the right to refuse admittance to any Attendee who does not comply with any of the foregoing (or, after admittance, to deprive an Attendee of the use of the Disneyland® Resort by delivering an Attendee into the custody of the Attendee's school's chaperone) without any liability to such Attendee or school. Disney reserves the right to remove an Attendee or any other person associated with the school from the Grad Nite event after notification to school of a violation of any applicable rules and/or guidelines by any Attendee and/or any employees, agents and/or representatives of that school.

Indemnification

By acknowledging where indicated below, school agrees to defend (if requested by Disney and with counsel selected by Disney), indemnify and hold harmless Disney and its officers, directors, agents, employees and assigns, from and against any and all claims, suits, damages, liabilities, costs and expenses (whether based on tort, breach of contract, patent and/or copyright infringement, product liability and/or otherwise) including, without limitation, attorneys' fees and costs, arising in any way from and/or out of and/or based on school's offer to sell and sale of the Grad Nite tickets and/or wristbands; school's use of the Disney Assets (as defined below); any act and/or omission of the Attendees or school, its officers, directors, agents, employees or groups; and/or any breach or alleged breach of any of school's representations, warranties, obligations and/or agreements hereunder. The provisions of this paragraph shall survive, indefinitely, and shall not be limited by the amount of insurance maintained by school.

Prepayment

Before a ticket order can be fulfilled for school, one hundred percent (100%) pre-payment is due sixty (60) days prior to the Grad Nite reservation event date to confirm school's order for all Grad Nite tickets and wristbands. All payments must be made by Electronic ACH/Wire Transfer, Credit Card, Organizational Check, Money Order, or Cashier's Check, in accordance with payment instructions provided by Disney. All tickets are non-refundable and non-transferable. Disney shall have the right to immediately cancel the Grad Nite reservation for non-payment past the scheduled due date.

Termination

Disney shall have the right to immediately cancel the Grad Nite event in Disney's sole and absolute discretion and for any or no reason whatsoever upon notice to school. In such case, Disney shall reimburse school for any monies paid by school to Disney for Grad Nite tickets to the cancelled Grad Nite event, and school shall be responsible for reimbursing each purchaser for such Grad Nite tickets (that have been paid for and were not complimentary).

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Disney's obligation to reimburse school, as foresaid, shall be Disney's sole obligation as a result of such cancellation, and Disney shall not be liable for damages to school, or to anyone claiming by, through or under school, as a result of such cancellation. Upon such cancellation, school shall return to Disney all Grad Nite tickets and wristbands previously issued by Disney to school for the Grad Nite event. Without liability, any cancellation of any entertainment scheduled to appear at the Grad Nite event shall not constitute a breach of any agreement, nor shall school or the Attendees be entitled to a refund of, or reduction in, the amount charged for the Grad Nite tickets due to such cancellation of entertainment. School hereby irrevocably waives any right to injunctive relief and/or right of rescission and hereby agrees that school's sole and exclusive remedy in the event of any breach and/or alleged breach, termination, and/or cancellation of any agreement between school and Disney by Disney shall be an action for monetary damages. Upon any cancellation of the Grad Nite event, Disney may exercise any or all of its rights and remedies at law and/or in equity.

Videotaping/Filming

School understands and agrees that school may not photograph, videotape, audio record or film at the Grad Nite event without Disney's prior written consent. If Disney provides its consent, all such photographs, videotapes, audio recordings and/or films must only be used for internal, archival, and non-commercial personal purposes (and cannot, for example, be uploaded to Facebook, YouTube or the like via cell phone or in any other manner). Under no circumstances may school photograph, videotape, audio record or film any Disney musicians, performers, or show elements at the Grad Nite event. School will be responsible for obtaining any and all consents and permissions needed to use such photographs, videotapes, audio recordings and films, as permitted hereunder.

Marketing Toolkit

If school elects to receive a marketing toolkit from Disney for promotion of the Grad Nite event ("**Toolkit**"), school understands and agrees that the terms and conditions set forth in this section shall apply. Commencing upon school's receipt of the Toolkit and continuing through the Grad Nite event (the "Promotion Period"), Disney grants to school the non-exclusive, non-transferable license and limited right to use certain artwork, logos, photographs, slides, symbols, characters, copy, JPEGs, video clips, layouts, trademarks, trade names, scenes and/or depictions of the Resort, and/or other Disney intellectual property included in the Toolkit (collectively, the "**Disney Assets**"). School will only use the Disney Assets: (1) in materials prepared by school for school's promotion of the Grad Nite event ("**Promotion Materials**"); (2) within the United States and Canada; (3) during the Promotion Period; and (4) in the form provided by Disney (except as otherwise approved in writing by Disney). School will not use the Disney Assets for any other purpose. Promotion Materials in digital or electronic form may only be used on school's website, on school's official Facebook, Twitter, and/or Instagram pages, and/or in a distribution to the email addresses on school's official email address database. When using any digital templates included in the Toolkit, layouts and copy must be kept in their original form and may not be changed, except for the editing of customizable sections in accordance with specific instructions contained therein. Examples of non-permissible changes include, without limitation, resizing or cropping Disney

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Assets, changing or deleting Disney copy, using Disney Assets out of context, and incorporating pieces of the templates on non-approved media platforms.

Disney makes no warranty or representation whatsoever in connection with the Disney Assets.

School understands and agrees that no rights in and to any musical compositions or musical recordings are granted hereunder and such rights must be obtained by separate agreement between school and the applicable rights holders. School will be responsible for securing any and all licenses from and remitting any and all payments to any applicable collecting rights societies (ASCAP, BMI, SESAC) in connection with school's public performance of any music embodied in the Promotion Materials including, without limitation, music embodied in the Disney Assets incorporated therein, which may be exploited as authorized hereunder.

School agrees to comply with all laws, rules and regulations (including, without limitation, the Federal CAN-SPAM Act) applicable to any sending of promotional material by e-mail and, in furtherance of and without limiting the foregoing, school agrees (a) to maintain a list of recipients who have opted out of receiving future commercial e-mails from school; (b) as to any recipient who has previously opted out of receiving (and has not subsequently affirmatively consented to receive) commercial e-mail from school, not to send promotional material by e-mail to such recipient more than ten (10) business days after opt out; and (c) to ensure that any recipients of promotional material by e-mail are provided with an opportunity to opt-out from receiving future commercial e-mails from school, all in accordance with applicable law. As used in this section, the term "commercial e-mail" will have the same meaning as the term "commercial electronic mail message" in the Federal CAN-SPAM Act.

Changes; Admittance

All theme park attractions, entertainment, offerings, tickets and other items described on this ticket store (and in any collateral sent by Disney to school in connection with the Grad Nite event) and all prices, operating hours, age requirements, and other terms for such items may be changed or discontinued without notice and without liability. Disney reserves the right to refuse admittance to any persons, and shall not be liable for non-utilization of Grad Nite tickets or loss of recreational opportunities due to refurbishing, capacity, inclement weather, special events or any circumstance beyond Disney's control. Parks, attractions, restaurants, experiences, and offerings may be modified or unavailable, may have limited capacity, and be subject to limited availability or even closure.

All Attendees must review the Health Acknowledgement at [Disneyland.com/Updates](https://www.disneyland.com/Updates).

An inherent risk of exposure to COVID-19 exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death. By visiting the Disneyland® Resort, Attendees voluntarily assume all risks related to exposure to COVID-19. The State of California strongly recommends that all Guests complete their primary vaccination series or obtain a negative COVID-19 test prior to entering the *Disneyland®* Resort. Attendees should visit [Disneyland.com/Updates](https://www.disneyland.com/Updates) for important information about visiting the *Disneyland®* Resort.

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