

# Pajama Party Permission Form

Friday, August 9, 2019: 6:00 pm -9:00 pm

Valencia Park/Malcolm X Library - Legler Benbough Teen IDEALab

5148 Market St San Diego, CA 92114, 619-527-3431

**Forms must be completely filled out and returned to the library by Friday, August 2, 2019.**

Participant Name: \_\_\_\_\_ (“Participant”)

Age: \_\_\_\_\_

Home Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Email: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Parent/Guardian Name: \_\_\_\_\_

Parent/Guardian Contact Phone Number: \_\_\_\_\_

## RULES OF CONDUCT

The program begins promptly at 6:00 pm. Participants will not be let in after 6:30 pm. The program ends promptly at 9:00 p.m. Please make sure that you are aware of the time the event ends. Your parent/guardian should be present before 9:00 pm to ensure they are on time to pick you up when the program ends. Participants will not be allowed to exit and re-enter the program under any circumstances.

While noise level rules will be more relaxed, standard rules of library conduct still apply. Rules of library conduct include but are not limited to:

- Noisy or disruptive behavior
- Threatening, offensive or abusive language and behavior
- Harassment of employees or customers
- Misuse or defacement of library facility or materials
- Violating any state, federal or local law

*I agree to comply with the rules for Pajama Party Event. I understand that Library employees are authorized to enforce these rules. The Library reserves the right to revoke or restrict event privileges of any user for conduct contrary to these rules.*

Participant’s printed name: \_\_\_\_\_

Participant’s signature: \_\_\_\_\_

# CONSENT FORMS AND LIABILITY WAIVERS

I hereby give permission for \_\_\_\_\_ (Participant) to attend the Pajama Party program hosted by San Diego Public Library and Sisu Academy. I assume all responsibility for injury to the Participant, and for injury which the Participant may cause to others; release and forever discharge Sisu Academy, The City of San Diego, San Diego Public Library, their officers, employees from any and all damages and causes of action either at law or in equity which I or the Participant may have as a result of participation in or attendance at this activity sponsored by the library; and agree to all other terms as *further described below*.

\_\_\_\_\_  
Signature of parent or guardian

\_\_\_\_\_  
Date

## IN CASE OF MEDICAL EMERGENCY

I give permission for the supervising adults at the Sisu Academy and San Diego Public Library's Pajama Party program to contact 911 for medical assistance for the Participant, consent to medical treatment as deemed necessary by medical personnel, and further agree to the terms of the *Authorization for Medical Treatment of a Minor below*. I will be contacted immediately if any emergency arises.

\_\_\_\_\_  
Signature of parent or guardian

\_\_\_\_\_  
Date

## BEHAVIOR

The Participant and I understand that violations of Sisu Academy and San Diego Public Library's appropriate behavior policy or the enjoyment of others at this event will result in eviction and suspension from the library. I agree to be available at one of the phone numbers listed above, on the night of the pajama party. If this is not possible, list the name and phone number of an adult contact available to pick up child in case of emergency. Adult Contact: \_\_\_\_\_

Behaviors include but are not limited to:

- Noisy or disruptive behavior
- Threatening, offensive or abusive language and behavior
- Harassment of employees or customers
- Misuse or defacement of library facility or materials
- Violating any state, federal or local law

\_\_\_\_\_  
Signature of parent or guardian

\_\_\_\_\_  
Date

## TRANSPORTATION

*(Please select one)*

I will drop off/pick up the Participant myself.

I give permission to another individual or individuals to drop off and/or pick up the Participant. (Please list name of individuals(s) here): \_\_\_\_\_

The Participating Minor will provide his or her own transportation to and/or from the event.

\_\_\_\_\_  
Signature of parent or guardian

\_\_\_\_\_  
Date

## OTHER CONSIDERATIONS

Activities will include music, dance, crafts, video games, movies, virtual reality and other similar teen-focused activities. If there is an activity you would prefer the Participant not to participate in, please discuss the matter with the Participant and instruct them accordingly before the event takes place. Please note: San Diego Library staff, volunteers, and representatives are not responsible for restricting the specific activities the Participant participates in.

\_\_\_\_\_  
Signature of parent or guardian

\_\_\_\_\_  
Date

## FOOD ALLERGIES

A wide variety of refreshments will be served, please list any **food allergies** below should the need arise for medical personnel to know such information. Please note: San Diego Public Library staff, volunteers, and representatives are not responsible for monitoring what the Participant consumes.

**Notice to Participants**—please plan accordingly if your child is allergic to any foods. Foods to be served at the Pajama Party include, but are not limited to:

- Pizza (may contain wheat, gluten, dairy)
- Ice cream (may contain dairy, gluten)
- Soda

\_\_\_\_\_  
Signature of parent or guardian

\_\_\_\_\_  
Date

## **FURTHER ACKNOWLEDGMENT, WAIVER, AND RELEASE FROM LIABILITY**

PLEASE CAREFULLY READ THE FOLLOWING ACKNOWLEDGMENT, WAIVER, AND RELEASE FROM LIABILITY (“Acknowledgment, Waiver, and Release”) BEFORE SIGNING.

For and in consideration of the participation of \_\_\_\_\_ (print name of

Participant) in the Pajama Party (referred to herein as “Event”) on August 9, 2019, I agree that:

1. My participation in the Event and related activities is voluntary and I freely choose to participate;
2. I acknowledge that participation in the Event and related activities involves inherent risks that may include the risk of allergic reaction, injury, illness, death, and other loss, including property damage;
3. I certify that I am in good health, in proper physical condition, and have not been advised against participation by a qualified health professional;
4. I acknowledge and understand that the willingness of the City of San Diego (“City”) and the various sponsors, organizers and administrators of the Event and related activities (collectively, the “Organizers”) to permit my participation in the Event and related activities is expressly conditioned on my execution and delivery of this Acknowledgment, Waiver, and Release, and I further acknowledge that the City and Organizers will rely upon the statements made by me herein.
5. I hereby expressly assume and accept all risks associated with my participation in the Event and related activities, including, but not limited to: allergic reaction, illness, bodily injury, death, and other loss, including property damage, caused by, arising from, or related to any circumstance, condition, or

activity at the Event, including, but not limited to, consuming food, operating equipment, hazardous conditions, and other participants; all such risks being understood and appreciated by me; and I further acknowledge that these risks include risks that may be the result of the negligence of the City and Organizers or of other persons or entities;

6. I acknowledge that I must exhibit appropriate behavior at all times, demonstrate respect for all individuals and equipment, and participate with a cooperative and positive attitude;
7. I acknowledge that I may be disqualified from participating in the Event and related activities and asked to leave the Event and related activities due to behavioral issues, and agree that I will abide by any decision of an Event, or related activities, official regarding my ability to participate;
8. I understand and agree that the City and Organizers are not responsible for any personal items or property lost or stolen during the Event and related activities;
9. Understanding that my participation in the Event and related activities could involve potential risks of harm, not limited to those specified above, I HEREBY WAIVE, RELEASE, HOLD HARMLESS, AND FOREVER DISCHARGE THE CITY OF SAN DIEGO, ITS OFFICERS, DIRECTORS, REPRESENTATIVES, EMPLOYEES, AGENTS, AND VOLUNTEERS, AND THE ORGANIZERS (“RELEASED PARTIES”), FROM ANY AND ALL CLAIMS, OBLIGATIONS, LIABILITIES, CAUSES OF ACTION, SUITS, DAMAGES, JUDGMENTS, LOSSES, DEMANDS, COSTS, INJURIES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEY FEES) OF ANY KIND (“CLAIMS”), WHICH MAY ARISE OUT OF, RESULT FROM, OR RELATE TO, WHETHER DIRECTLY OR INDIRECTLY, MY PARTICIPATION IN THE EVENT AND RELATED ACTIVITIES, WHETHER OR NOT SUCH CLAIMS ARE CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF ANY OTHER PERSON OR ENTITY, except injury or loss which results from the sole gross negligence or willful or wanton misconduct of one of the RELEASED PARTIES;
10. I FURTHER COVENANT AND AGREE NOT TO SUE THE CITY OF SAN DIEGO FOR ANY CLAIMS THAT I HAVE RELEASED, WAIVED, OR DISCHARGED IN THIS ACKNOWLEDGMENT, WAIVER, AND RELEASE; AND I AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SAN DIEGO, ITS OFFICERS, DIRECTORS, REPRESENTATIVES, EMPLOYEES, AGENTS, AND VOLUNTEERS, AND THE ORGANIZERS, FROM AND AGAINST ANY AND ALL CLAIMS AND LIABILITY INCURRED as a result of or in any manner, directly or indirectly, related to my participation in this Event and related activities.
11. I hereby irrevocably grant permission to be photographed, videotaped, or recorded for publicity purposes and grant permission to the City of San Diego and Organizers to use my name and likeness relating to my participation in the Event and related activities, and I waive all claims of compensation to which I may otherwise be entitled.

**I HEREBY CERTIFY THAT I AM EIGHTEEN (18) YEARS OR OLDER AND THAT I HAVE READ THIS ACKNOWLEDGEMENT, WAIVER AND RELEASE; I UNDERSTAND AND AGREE TO ITS TERMS AND CONDITIONS.**

\_\_\_\_\_  
Participant (Print Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**MINOR**

I \_\_\_\_\_ (print name of parent or legal guardian) am the parent or legal guardian of \_\_\_\_\_ (print participating minor's name) ("Minor") and hereby execute this Acknowledgment, Waiver, and Release for and on behalf of the Minor. I represent that I have the legal capacity and authority to act for and on behalf of the Minor to agree to this Acknowledgment, Waiver, and Release.

**I, THE UNDERSIGNED PARENT OR LEGAL GUARDIAN, AM AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND THAT I AM RELEASING LEGAL RIGHTS BY SIGNING IT.**

**I ACKNOWLEDGE BY MY SIGNATURE THAT I HAVE READ, UNDERSTAND, AND AGREE TO THE TERMS AND CONDITIONS THAT ARE SET FORTH IN THIS ACKNOWLEDGMENT, WAIVER, AND RELEASE. I HAVE ENTERED INTO THIS AGREEMENT FREELY AND WITHOUT DURESS.**

\_\_\_\_\_

Parent or Legal Guardian (Print Name)	Signature	Date
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\*\* An Acknowledgment, Waiver, and Release for a minor will only be accepted with a parent or legal guardian's signature.

**AUTHORIZATION FOR MEDICAL TREATMENT OF A MINOR**

I, the undersigned parent or legal guardian, understand and agree that the City of San Diego does not provide medical coverage for the Minor, and I WILL BE RESPONSIBLE FOR ANY MEDICAL COSTS INCURRED as a result of the Minor's participation in the Event or related activities.

In accordance with California Family Code section 6910, I give authorization to a physician or surgeon, licensed under the provisions of the Medical Practice Act, for \_\_\_\_\_ (print Minor's name) to receive care and emergency medical treatment when necessary.

\_\_\_\_\_  
Parent or Legal Guardian (Print Name)      Signature      Date

**EMERGENCY CONTACT INFORMATION**

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Phone No. \_\_\_\_\_

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Phone No. \_\_\_\_\_



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