

STUDENT NAME _____

BEACH BASH 2022

Policies – Procedures – Expectations

We are excited to end our school year with a Beach Bash Celebration.
This will be a day filled with food, fun, surf and sun!

Where – Paradise Beach, 2301 N Highway A1A, Melbourne (Howard E. Futch Pavilion)

When – May 20th from 9:00am-1:00pm

Who – 6th – 12th graders

Cost – FREE

Please read this document with your child and initial that you agree with each of the policies, procedures, and expectations.
This must be signed and returned no later than **Monday, May 16, 2022.**

• DROP-OFF/CHECK-IN

- Upon arrival, a PA staff member will meet parents at their vehicle with a sign-in sheet. Refer to the map that is included in this packet for the specific drop-off location.
- The student will be directed to the Check-In Table.
 - They will receive a wristband.

Parent Initial _____

Student Initial _____

• PICK-UP

- Parents are to pick up their child at 1:00pm from the same location as drop-off.
- Parents will need to sign their child out before their child will be released to them. Please do not text your child to come to you. Students will be dismissed from the Pavilion.
- Students who are not picked up 1:30pm will be charged for aftercare at a rate of \$1/minute.
- If a person other than a parent is picking a student up, the attached form for approved pick-up persons must be completed. Even if the person is on file to pick up your child from school, we want this filled out.

Parent Initial _____

Student Initial _____

• DRESS CODE

- Modesty is at the discretion of PA staff. Students will be asked to put a cover on if their bathing suit does not meet these expectations. Guidelines include, but are not limited to the following:
 - Girls must wear a modest one-piece bathing suit (it cannot be too low cut in the front; mid-drifts and bottoms must be covered).
 - Girls must wear a tank top or T-shirt over two-piece bathing suits.
 - Boys must wear modest bathing suits.
 - Any T-shirts that have inappropriate graphics will be turned inside out.

Parent Initial _____

Student Initial _____

• LUNCH

- Lunch will include hotdogs, chips, cookies, and soda/water.
- Your child can bring their own lunch or additional water if they prefer.

Parent Initial _____

Student Initial _____

STUDENT NAME _____

- **SAFETY** – The following precautions have been taken by PA to do our best to ensure your child will be safe while at this event.
 - **BEACH AREA**
 - Paradise is a guarded beach.
 - We will be designating an area on the beach for students. Students will be expected to stay in this area of the beach during the event.
 - Designated chaperones/teachers will be required to stay on the beach to add additional supervision beyond the lifeguard. These chaperones/teachers are not trained lifeguards.
 - **PAVILION**
 - Lunch will be served in the pavilion.
 - Students will be permitted in this area if they choose.
 - Designated chaperones/teachers will be required to stay in the pavilion to supervise any students in this area.
 - **VOLLEYBALL**
 - Students can be a part of our volleyball tournament or choose to just play for fun.
 - Designated chaperones/teachers will be required to stay in the volleyball area to supervise students.
 - **FIRST-AID**
 - We will have all necessary first aid supplies.
 - We will have designated PA personnel available for minor first-aid situations.
 - We will utilize the guard personnel if there are any major first-aid situations.
 - **STUDENT RESPONSIBILITY**
 - Students will be required to check in with their assigned chaperone every half hour and whenever they change a location.
 - Students are expected to stay in the designated areas for this event.
 - Students are expected to follow all policies, procedures, and expectations for the entirety of this event.

Parent Initial _____

Student Initial _____

• **CHAPERONES**

- Chaperones/teachers will be assigned a group of students that they will be responsible for during this event.
- Other chaperones will be assigned to a designated location to supervise students.
- If you are interested in being a chaperone, please fill out the attached chaperone application.

Parent Initial _____

Student Initial _____

Parental Permission

I agree to allow my child, _____ to attend BEACH BASH 2022 on May 20 from 9:00am-1:00pm. I have read and understand all of the policies, procedures, and expectations for this event. I also understand that if my child does not adhere to all of the policies, procedures, and expectations, I will be required to pick my child up early from this event.

Parent Signature _____

Date _____

Parent Phone Number _____

I agree to follow all of the policies, procedures, and expectations while at BEACH BASH 2022. I understand that if I fail to follow any policies, procedures, I will be required to leave the event.

Student Signature _____

Date _____

STUDENT NAME _____

BEACH BASH 2022

In Case of Emergency -

Parent Name _____ Phone Number _____

Other (In case parent cannot be reached): _____

Phone Number: _____

Pick-up Permission List -

I give permission for my child to be picked up from BEACH BASH 2022 with the following people.

Name _____ Phone Number _____

Name _____ Phone Number _____

Name _____ Phone Number _____

***For Student Drivers Only:** I give my child, _____ to drive to and from Paradise Beach on May 20, 2022.

Please list any important information we should know about your child while they are attending this event (ie allergies, special diet, sensitivity to sun, etc.)

- _____
- _____
- _____
- _____

STUDENT NAME _____

BEACH BASH 2022

Chaperone Guidelines and Application

If you are interested in being a Chaperone for BEACH BASH 2022, please read the following expectations and complete the form. Please send this form back by **Monday, May 16, 2022**. This is an event that will require a great deal of adult supervision. While considering being a part of this event, please keep in mind that we need people who are willing to be responsible for the wellbeing of our students.

The following guidelines have been established by the PA Administration:

Criteria/Process for selecting chaperones:

1. Upper school teachers and staff will serve as chaperones.
2. PA Administrators will select other chaperones.
3. Chaperones must be parents or guardians of PA students.
4. PA administration reserves the right to deny permission to chaperone for any reason.
5. A chaperone's first and only responsibility is to the school and the students while on this trip.
6. PA reserves the right to do background checks on applicants selected to chaperone.

Guidelines for Chaperones:

1. Chaperones will be contacted the week of the event.
2. Chaperones' assignment of responsibilities will be communicated. He/she must agree to follow all the guidelines and expectations for that assignment.
 - a. Some will be responsible for a group of students throughout the event.
 - b. Some will be given a location to supervise throughout the event.
3. Chaperones will be given lunch on the day of the event.
4. Chaperones are expected to arrive at 8:30am and stay until 1:30pm

Chaperone Application

Name: _____ Child's name _____

Address: _____

Phone Number: _____ Grade _____

Email: _____

Have you been fingerprinted? _____

Would you prefer to be assigned a group or a location? _____

I have read the Chaperone selection criteria and the chaperone guidelines and I understand the requirements. I agree and would like to be a chaperone for BEACH BASH 2022

Signature: _____ Date: _____



PARKHURST ACADEMY

Field Trip Permission Form

PARTICIPANT NAME: _____ Date of Birth: _____

I, the above-named participant, enter into this Participant Agreement, Release, Assumption of Risk, and Waiver of Liability (the "Agreement") in favor Parkhurst Academy, Inc. ("PA"), and acknowledge and agree that this Agreement covers and is intended to release and provide other benefits, legal protections, and consideration to the PA and their respective successors, predecessors-in-interest, insurers, officers, directors, shareholders, employees, volunteers, and agents.

I have voluntarily elected to use and, if applicable, to allow the minor child(ren) identified above (referred to individually and collectively herein as "Child"), to use the PA facilities located at 3550 Eau Gallie Blvd., Melbourne, FL 32934, and to participate in PA school program, whether at the PA Facilities or at any another location. In consideration for being allowed to use the PA Facilities and participate in PA Programs, including, but not limited to, Beach Bash 2022, I represent, acknowledge and agree as follows:

RELEASE OF POTENTIAL INJURIES

I acknowledge and agree that the use of the PA Facilities and participating in PA Programs, specifically including the Beach Bash 2022, which may involve swimming, boating and other water activities; hiking; and other activities, are inherently and obviously dangerous. These risks include serious physical or emotional injury, paralysis, death, damage to myself, the Child, and/or third parties, and damage to personal property of any or all such persons. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity, which I further agree is for spiritual and recreational purposes and completely voluntary. I acknowledge and agree that, while the activities that take place at the PA Facilities and in PA Programs, including, but not limited to, the Beach Bash 2022, are monitored generally by employees and volunteers of PA and, in the case of the Beach Bash 2022, by board members of PA, it is not feasible for such employees and volunteers to monitor the activities and actions of all participants at all times or all participants simultaneously.

VOLUNTARY ASSUMPTION OF RISK

I acknowledge and agree that I and the Child are using PA Facilities and participating in PA Programs (whether or not at PA Facilities) voluntarily at our own risk. I acknowledge and agree that the actions or activities of other participants or the actions or inactions of PA respective employees and volunteers and, in the case of the Beach Bash 2022, by board members of PA, could cause me or the Child significant bodily injury (as described in this Agreement), and that the PA is not responsible for the actions or activities of participants using PA Facilities, or any other facility or location where PA Programs are held, or the negligence of its employees and volunteers in supervising PA Facilities or their usage, or any other facility or location where PA Programs are held, or their usage, including actions, activities, or omissions that result in such harm. Some of the risks include, but are not limited to, the following:



PARKHURST ACADEMY

- (a) Participants may die or become paralyzed, partially or fully, through their use of PA Facilities and participation in PA Programs including, but not limited to, the Beach Bash 2022.
- (b) Participants may suffer cuts, scrapes, bumps, bruises, concussions, the transmission of disease strains and allergic reactions through their use of PA Facilities' equipment, equipment used for other PA Programs, or contact with other participants or surfaces they have contacted.
- (c) Participants may sprain, pull, break or otherwise seriously externally or internally injure their head, face and other body parts. Participation in some activities may result in heat stroke, heart attacks, dehydration and other exertion-related medical events.

AGREEMENT TO PAY MY OWN MEDICAL EXPENSES

I acknowledge, accept, and assume the risk of any and all medical conditions, limitations, or disabilities (whether temporary or permanent) that I or the Child possess, whether known or unknown, which might contribute to or exacerbate any injury I or the Child might sustain as a result of using PA Facilities or any other facility or location where PA Programs are held. I acknowledge and agree that if medical assistance (of any form, including emergency care, hospitalization, out-patient care, and/or physical therapy) is required or performed as a result of any injury I or the Child sustains while using PA Facilities or any other facility or location where PA Programs are held, such assistance shall be at my own expense.

RELEASE OF LIABILITY

The Releasing Parties hereby forever, irrevocably and unconditionally release, waive, relinquish, discharge from liability and covenant not to sue PA, their respective successors, predecessors-in-interest, insurers, officers, directors, shareholders, employees, volunteers, and agents (collectively, the "Releasees") from any and all claims, demands, rights, actions, suits, causes of action, obligations, debts, costs, losses, charges, expenses, attorneys' fees, damages, judgments and liabilities, of whatever kind or nature, in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden, related to or arising, directly or indirectly, from my or the Child's access to and/or use of PA Facilities or any other facility or location where PA Programs are held, including but not limited to the Beach Bash 2022 Field Trip, the Child's and/or my entry into PA Facilities or any other facility or location where PA Programs are held, the condition, maintenance, inspection, supervision, control or security of PA Facilities or any other facility or location where PA Programs are held, the failure to warn of dangerous conditions in connection with PA Facilities or any other facility or location where PA Programs are held, and/or the acts or omissions of PA or any of the other Releasees, including, without limitation, any claim for negligence, failure to warn or other omission, property damage, personal injury, emotional injury, illness, bodily harm, paralysis or death. I understand that this release and waiver applies to and includes all activities that I or my Child engage in at any of the PA Facilities or any other facility or location where PA Programs are held, whether inside or outside of any building. In the event that any claim released herein is brought by, or asserted on behalf of, the Releasing Parties, I shall immediately defend, indemnify and hold harmless the Releasees, and any of them, from any loss or liability, including reasonable attorneys' fees, associated therewith or arising therefrom.



**PARKHURST
ACADEMY**

**NOTICE TO THE MINOR CHILD'S
PARENT OR NATURAL GUARDIAN PURSUANT TO
SECTION 744.301, FLORIDA STATUTES:**

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF PA AND ALL OTHER RELEASEES USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM, YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM PA AND ALL OTHER RELEASEES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND PA HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.



PARKHURST ACADEMY

I have read and understand the preceding paragraph. I have had sufficient opportunity to read this document. I have read and understand and agree to be bound by its terms. I understand that employees and volunteers working at PA Facilities or any other location where PA Programs are held, including but not limited to the Beach Bash, do not have the authority to waive any provision of this Agreement. This Agreement constitutes and contains the entire agreement between PA and me relating to subject hereof. There are no other agreements, oral, written, or implied, with respect to such matters. I further agree that this Agreement shall be construed in accordance with the laws of the State of Florida. If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement the validity of the remaining portions shall not be affected thereby. By signing below, I represent and warrant that I am the parent, legal guardian, natural guardian or power-of-attorney of the above listed Child and have the authority to execute this Agreement on his/her or their behalf and to act on his/her or their behalf. I have read each and every paragraph in this document and I and they agree to be bound by the terms stated therein, including the release of liability contained therein. I further agree to indemnify and hold harmless the Releasees from any and all claims which are brought by or on behalf of this or these minor Child or Children, or any of them, which are in any way connected with, arise out of, or result from their use of PA Facilities or participating in any PA Program, whether or not held at PA Facilities, including but not limited to the Beach Bash 2022. I am 18 years of age or older. I am entering this Agreement on behalf of myself, my spouse, the Child, and our respective and/or collective issue, parents, siblings, heirs, assigns, personal representatives, estate(s), and anyone else who can claim by or through such person or persons (collectively, the "Releasing Parties").

PHOTO/VIDEO/SOCIAL MEDIA WAIVER

In connection with my and the Child's use of PA Facilities and any other facility or location where PA Programs are held, I consent to the recording of the Child's and my physical likeness and/or voice through mechanical, photographic, technical, digital, electronic or other means ("Recordings"). I hereby consent to and authorize PA and their respective agents, representatives, employees, successors and assigns to use, in perpetuity, such Recordings, as well as the Child's name and my name, for any purpose, including advertising, promoting, exploiting and/or publicizing PA or any PA Program. I further agree that the foregoing includes the consent to use the Child's and/or my physical likeness in any form. In addition, I waive any and all claims I may have in connection with the Recordings.

GOVERNING LAW/VENUE/WAIVER OF JURY TRIAL/ATTORNEYS' FEES/COSTS

This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Florida, without regard to choice of law principles. Any litigation arising out of or related to this Agreement, including, but not limited to, the construction, interpretation and/or enforceability hereof, shall be brought exclusively in a state court of competent jurisdiction in and for Brevard County, Florida or the U.S. District Court for the Middle District of Florida, Orlando Division. **I ACKNOWLEDGE AND AGREE TO WAIVE MY RIGHT TO A JURY TRIAL IN THE EVENT I BRING A CLAIM AGAINST ANY OF PA OR ANY OF THE OTHER RELEASEES. THIS MEANS THAT A JUDGE (NOT A JURY) WILL DECIDE THE OUTCOME OF MY CLAIM(S).** The prevailing party in any such claim shall be entitled to recover its attorneys' fees and costs through trial and any appellate proceeding.

TERM OF AGREEMENT

I understand that this Agreement extends for two (2) years from the date I sign this Agreement or, in respect of the Child listed above, until such Child reaches the age of majority, whichever occurs first, except for those



PARKHURST ACADEMY

provisions which are intended to survive termination, and will have full force and legal effect each and every time I or my Child are present at PA Facilities or at any other facility or location where PA Programs are held. If any part of this Agreement is deemed unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain enforceable.

COVID-19

The 2019 novel coronavirus and associated illness ("COVID-19"), has been declared a worldwide pandemic by the World Health Organization (the "WHO"). The WHO and the American Center for Disease Control and Prevention ("CDC") have confirmed that COVID-19 is highly contagious and is capable of spreading through person-to-person contact via airborne transmission, physical contact with an infected person, and/or by contact with the same surfaces as an infected person. Further, research and a scientific understanding of COVID-19 is incomplete such that there may be other ways in which the virus spreads that are not currently known or understood. ***The likelihood of spreading and/or contracting COVID-19 is increased as respiration increases such as with and during classroom instruction, hallway interaction, lunch, physical education, and other school-related activities, and also increases with physical contact with or being in close proximity to others such as may occur in classroom, hallway, cafeteria, and physical education classes.*** While the School is taking precautionary steps to reduce the likelihood of transmission of COVID-19, no steps may be taken that are guaranteed to be 100% effective at preventing the spread of COVID-19. Other diseases such as *staphylococcus aureus* (including methicillin-resistant *staphylococcus aureus* or "MRSA"), various strains of influenza and other communicable diseases may also be contracted and/or transmitted by enrolling in and attending the School.

Health Problems, Permanent Injury/Disability and Death

Should my child contract COVID-19, or another disease, as a result of enrollment as a student at the School, I understand that I may contract such disease from my child, and that other family members or persons who come in contact with or are in proximity to my child may also contract COVID-19 or such other disease. Disease, including without limitation, COVID-19, may be spread even while a person who is infected with the diseases shows no, or very mild, symptoms.

COVID-19, and other diseases, may cause serious health problems, permanent injury/disability and death.

Release, Waiver and Assumption of the Risk

With the foregoing in mind and fully understood by me, to the fullest extent permitted by law, I assume the risk, waive liability, and release/discharge the School, its owners, officers, insurers, employees, contractors and others whose liability arises from the School (together the "Released Parties"), from any and all claims of injury of any type, regardless of theory of recovery (e.g. tort, negligence, breach of contract, and the like) that:

- initials
- A. The child may have for contracting COVID-19, or any other disease, arising from or related to the child's enrollment as a student in the School including but not limited to participation in classroom instruction, hallway interaction, lunch, physical education, and other school-related activities.
 - B. The child's siblings, other parent or guardians may have for contracting COVID-19, or any other the disease, from the child, arising from or related to the child's enrollment as a student in the School.



PARKHURST ACADEMY

- C. I may have arising from the child contracting COVID-19, or any other disease, arising from or related to the child's enrollment as a student in the School.
- D. I may have arising from my contracting COVID-19, or any other disease, from the child, arising from or related to the child's enrollment as a student in the School.

Further, I specifically agree, warrant and represent that:

<div style="border-bottom: 1px solid black; width: 50px; display: inline-block;"></div> =>
initials

- E. I am releasing the Released Parties *from their own negligence* with respect to my child's enrollment as a student in the School arising from or related to COVID-19, or any other disease.
- F. By signing this document I have authority to sign for and bind my child's other parent and/or guardians and to sign and bind on behalf of the child's siblings.
- G. By signing this document, I will defend, indemnify and hold harmless the Released Parties from any third-party claims arising from or related to the child's enrollment as a student in the School and contracting COVID-19; or any other disease. This Section G does not apply to the child's claims or the claims of the siblings of the child, if any, against the Released Parties.

Should any of the foregoing be deemed to be invalid, void, unconstitutional or the like, then the parties agree that this document is still valid but only to the extent permitted by law, with the Parties' specific intent being to limit and release liability but only in compliance with law. Thus, by way of example and not exclusion, should *Claire's Boutique v. Locastro* or *Kirton v. Fields* be extended to apply to schools, community activities and/or not-for-profits, then this document is deemed reduced to come within the bounds of that which is permitted, including § 744.301, Fla. Stats. (2019) as amended from time to time.

[SIGNATURE PAGE FOLLOWS]



PARKHURST ACADEMY

I HAVE READ THIS PARTICIPANT AGREEMENT, RELEASE, ASSUMPTION OF RISK, AND WAIVER OF LIABILITY, FULLY UNDERSTAND ALL OF ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, INCLUDING THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO ANY RECOVERY OF MONEY FROM PARKHURST ACADAMY, OR ANY OF THE OTHER RELEASEES, AND VOLUNTARILY AGREE TO BE BOUND BY THESE TERMS.

Signed by Participant and, if applicable, Parent(s) or Legal Guardian(s) of Minor Participants listed above:

Signature

Printed Name

Date

Signature

Printed Name

Date

