

Senior Spirit Week 2021

Monday April 12th – Mr. Rehmer Day –
Dress like Principal Rehmer.



Tuesday April 13th – Career and College Day – Seniors will dress up in the [college](#) clothing they are attending or the [career](#) they want to go into after graduation.



Wednesday April 14th – Senior Citizen Day – Seniors will dress up as senior citizens!



Thursday April 15th – Once a Mustang, always a Mustang Day – Seniors will go ALL OUT and dress up in [Black and Gold](#).



Friday April 16th – Royalty Day – Seniors will dress up in their Senior Royalty shirts or [Purple](#)!



Friday, April 16th, is the Senior Celebration! All Seniors should plan to attend! Free food, games, prizes, powderpuff game, and surprises

See Ms. Taylor in D-119 or the front office for all required paperwork (Covid release and liability papers are required before April 15th to attend).





Assumption of Risk, Waiver, Release & Hold Harmless

COVID-19 and Voluntary Extracurricular Activities Summer 2020 and School Year 2020-21

I desire to participate or allow my child(ren) to participate in one or more voluntary extracurricular activities sponsored by the School Board of Brevard County, Florida. The novel coronavirus known as COVID-19 has been declared as a worldwide pandemic and is believed to be contagious and spread by person-to-person contact. Federal, state, and local agencies recommend social distancing and other measures to prevent the spread of COVID-19.

Brevard Public Schools (BPS) will conduct certain extracurricular activities beginning in the Summer of 2020 and continuing into the 2020-21 school year. These activities, hereinafter known as "Activity," will be conducted with safety protocols appropriate under the circumstances at the time. For the safety of all people involved, participants in the Activity will be required to adhere to all safety protocols and are subject to immediate removal from the Activity if they do not comply. Extracurricular activities are a privilege, and not a right, of public school students.

In an effort to ensure the safety and wellness of our school community, I understand the importance of students being healthy and safe when they participate in the Activity. By signing below, I agree that I will:

- Perform daily temperature checks on my child(ren) to screen for fever before arrival for the Activity. Fever is defined as a temperature over 100 F. If my child(ren) has a fever, I will not permit my child(ren) to participate in the Activity until he/she has been without a fever for at least 72 hours.
- Make a visual inspection of my child(ren) for signs of illness which could include: fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, diarrhea, flushed cheeks, rapid breathing or difficulty breathing (without recent physical activity), fatigue, or extreme fussiness. If my child(ren) has exhibited any of these signs or symptoms, I will not permit my child(ren) to participate in the Activity until he/she has been without signs or symptoms for at least 72 hours.
- Confirm that my child(ren) has not been in contact with someone who has either tested positive for COVID-19 in the past 14 days or is waiting for test results. If my child(ren) has been in contact with such a person, I will not permit my child(ren) to participate in the Activity until 14 days have elapsed since the time of contact.
- Promptly pick up my child(ren) or arrange for pickup if signs or symptoms of illness are present. I understand that children are to remain home until illness-free for at least 72 hours without the use of medicine.

By signing this document below, I acknowledge and affirm all of the statements above. I also voluntarily assume all risks that I and/or my child(ren) may be exposed to or infected by COVID-19 as a result of

participation in the Activity, and that such exposure or infection may result in personal injury, illness, sickness, and/or death. I understand that the risk of exposure or infection may result from the actions, omissions, or negligence of myself, my child(ren), BPS staff, volunteers, or agents, other Activity participants, or others not listed, and I acknowledge that all such risks are known to me.

In consideration of me and my child(ren) being able to participate in the Activity, I, on behalf of myself, as well as anyone entitled to act on my behalf, hereby forever waive, release, and hold the School Board of Brevard County, Florida, and its employees and agents harmless from any and all claims, suits, liability, actions, judgments, attorneys' fees, costs, and any expenses of any kind resulting from injuries or damages, grounded in tort or otherwise, that I and/or my child(ren), or my or our representatives, sustain during or related to my child(ren)'s participation or involvement in the Activity.

Signature of Parent/Guardian

Signature of Student

Print name of Parent/Guardian

Print name of Student

Date of signature

Date of signature

WAIVER

The Backyard

WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT ("AGREEMENT")

Released Parties include: Base Camp Cafe, LLC. Dba The Backyard, and their affiliates, directors, officers, employees, agents, contractors, insurers, spectators, other participants, suppliers, organizers, promoters, property owners and/or personnel used, advertisers, and any or all parent, subsidiary or affiliate companies, licensees, officers, directors, partners, board members, supervisors, insurers, agents, suppliers, and representatives of any of the foregoing including but not limited to Base Camp Café, LLC dba The Backyard.

Releasing Parties include: The participant (referred to in this document as "I"), as well as participant's spouse, children, parents, guardians, heirs, next of kin, and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else who might claim or sue on participant's behalf.

IN CONSIDERATION of being given the opportunity to participate in recreational axe throwing (the "Activity") provided by The Backyard a dba of Base Camp Café, LLC and/or entry on the premises controlled by The Backyard at any time during the event, I, for myself, my personal representatives, assigns, heirs, and next of kin:

ASSUMPTION OF RISK: I fully understand and acknowledge that recreational axe throwing may carry with it, inherent risks of injury (physical and/or mental). Inherent risks are risks that cannot be eliminated completely regardless of the care and precautions taken by Base Camp Café, LLC dba The Backyard, and the other Released Parties. I understand that axe throwing may be strenuous, and the accompanying risks are generally present. I further understand and acknowledge that any of these risks and others, not specifically named, may cause injuries that may include, but are not limited to: scrapes, bruises, sprains, cuts, splinters, muscle strain, property loss or damage, broken bones, fractures, torn or strained ligaments and tendons, concussions, dislocations, loss of consciousness, dizziness, fainting, seizures, eye irritations and/or injury, permanent disabilities, stroke, spinal injuries, paralysis, heart attack, and death. I understand the hazards of the novel coronavirus ("COVID-19") and am familiar with the Centers for Disease Control and Prevention ("CDC") guidelines regarding COVID-19. Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby willingly choose to participate in the Activity. Further, I acknowledge that there may be other risks not known to me or not reasonably foreseeable at this time. I understand that it is my responsibility to inspect the lane, facilities, equipment, and areas to be used, and if I believe or become aware that any are unsafe or pose unreasonable risks, I will immediately discontinue further participation in the Activity and notify appropriate personnel. I fully understand the risks involved and assert that I (and/or my participating minor child/ward) am/are willingly and voluntarily participating in axe throwing. I have read the preceding paragraphs and acknowledge that: 1) I understand the nature of axe throwing; 2) I understand the demands of axe throwing relative to my physical condition; and 3) I understand the potential impact of the types of injuries that may result from axe throwing. I assert that I (and/or my minor child/ward to whom I have explained the inherent risks) knowingly assume all the risks of axe throwing and take full responsibility for all damages, liabilities, losses, or expenses that I/we incur because of participating in axe throwing. In short, I (and/or my participating minor child/ward) am/are participating entirely at my/our own risk.

WAIVER OF LIABILITY FOR NEGLIGENCE: I agree that under this agreement Base Camp Café, LLC dba The Backyard and the other Released Parties shall be excluded from liability for negligence in the conduct of axe throwing. Base Camp Café, LLC dba The Backyard and the other Released Parties shall be excluded from liability under any civil liability or consumer law applicable to the State. In consideration of being permitted to participate in recreational axe throwing, I (on behalf of the Releasing Parties) hereby forever waive, release, covenant not to sue, and discharge Base Camp Café, LLC dba The Backyard and the other Released Parties from any and all claims, actions, suits, demands, losses and other liabilities in relation to any of death, physical or mental injury (including the aggravation, acceleration or occurrence of such an injury), the contraction, aggravation or acceleration of a disease, including, but not limited to COVID-19 or the coming into existence, aggravation, acceleration or occurrence of any other condition, circumstance, activity, form of behavior, course of conduct or state of affairs in relation to an individual that is or may be harmful or disadvantageous to me (and/or my participating minor child/ward) or the community or that may result in harm or disadvantage to me/us

or the community resulting from the inherent risks of recreational axe throwing or the negligence of Base Camp Café, LLC dba The Backyard (or the other Released Parties) that I (and/or my participating minor child/ward) may have arising out of my/our participation in recreational axe throwing.

INDEMNIFICATION AGREEMENT: I hereby agree to hold harmless, defend, and indemnify (which for the avoidance of doubt includes defending and paying any judgment, court costs, investigation costs, attorney's fees, and any other expenses incurred that relate to a breach of this contract) Base Camp Café, LLC dba The Backyard and the other Released Parties from any and all claims made by me (and/or my participating minor child/ward or any Releasing Party) arising from death, physical or mental injury (including the aggravation, acceleration or occurrence of such an injury), the contraction, aggravation or acceleration of a disease, including, but not limited to COVID-19 or the coming into existence, the aggravation, acceleration or occurrence of any other condition, circumstance, occurrence, activity, form of behavior, course of conduct or state of affairs in relation to an individual that is or may be harmful or disadvantageous to me or the community or that may result in harm or disadvantage to me/us or the community due to my/our participation in axe throwing. This applies both to claims arising from the inherent risks of recreational axe throwing or the negligence of Base Camp Café, LLC dba The Backyard, or any of the other Released Parties. I further agree to hold harmless, defend, and indemnify Base Camp Café, LLC dba The Backyard, and the other Released Parties against all claims of other participants, rescuers, and others arising from my (and/or my participating minor child/ward's) conduct during my participation in axe throwing.

SEVERABILITY: I understand and agree that this Assumption of Risk, Waiver of Liability, and Indemnification Agreement is intended to be as broad and inclusive as is permitted by the State and that if any provision shall be found to be unlawful, void, or for any reason unenforceable, then that provision shall be severed from this Agreement and does not affect the validity and enforceability of any remaining provisions.

Agreements for the Protection of Participants: I (and/or my participating minor child/ward) am/are in good health and in proper physical condition to safely participate in axe throwing. I certify that I (and/or my participating minor child/ward) are covered by medical insurance and have no known or knowable physical or mental conditions that would affect my/our ability to safely participate in axe throwing, or that would result in my/our participation creating a risk of danger to myself or to others.

I understand that it is my responsibility to continuously monitor my own (and/or my participating minor child/ward's) physical and mental condition during axe throwing, and I agree to withdraw immediately and to notify appropriate personnel if at any point my/our continued participation would create a risk of danger to myself or to others.

In the event of an injury to me that renders me (and/or my participating minor child/ward) unconscious or incapable of making a medical decision, I authorize and give my consent to Base Camp Café, LLC dba The Backyard and/or its Released Parties and emergency or medical personnel to make emergency medical decisions (including providing emergency medical treatment) on my (and/or my participating minor child/ward's) behalf (including but not limited to CPR).

Photographs, Videos, and Recordings: I acknowledge and accept that The Backyard premises are under video surveillance. I hereby grant Base Camp Café, LLC dba The Backyard, and the other Released Parties non-revocable permission to capture my image and likeness in photographs, videos, recordings, or any other media (collectively "images"). I acknowledge and accept that Base Camp Café, LLC dba The Backyard will own such images and grant permission to copyright, display, publish, distribute, use, modify, print, and reprint such images in any manner whatsoever related to Base Camp Café, LLC dba The Backyard business, including without limitation, publications, advertisements, brochures, web site images, or other electronic displays and transmissions thereof. I further waive any right to inspect or approve the use of the images by Base Camp Café, LLC dba The Backyard prior to its use. I forever release and hold Base Camp Café, LLC dba The Backyard harmless from all liability arising out of the use of the images in any manner or media whatsoever and waive all claims and causes of action relating to use of the images, including without limitation, claims for invasion of privacy rights or publicity.

Accompanied Minor(s)

Please complete this section if you are accompanying any minor(s) (ages 10-17 years old).

I have voluntarily elected to closely supervise the minor(s) identified below to participate in axe throwing at The Backyard a dba of Base Camp Café, LLC. I acknowledge and agree to ensure that the minor(s) follow all the policies outlined by The Backyard in this agreement and as instructed in-person during the axe throwing session. I believe that the minor(s) is/are physically, emotionally, and mentally able to participate, and I will remove the minor(s) from participation if they demonstrate that they are not. I acknowledge and agree that all the articles in this agreement apply to the minor(s) and myself, and I am electronically signing this agreement on behalf of the minor(s) and myself.

Name and Birthdate for Participating Minor

Name and Birthdate for Participating Minor

Name and Birthdate for Participating Minor

Acknowledgment of Understanding: I have read this Assumption of Risk, Waiver of Liability, and Indemnification Agreement and fully understand its terms. I acknowledge that to participate in axe throwing activities, I must agree to the terms of this agreement with my signature below. I am 18 years or over and I understand that I (and/or my participating minor child/ward) am/are giving up substantial rights, including my/our right to sue. I further acknowledge that I (and/or my participating minor child/ward) am/are signing the agreement freely, voluntarily, and intend my signature to be a complete and unconditionally release of all liability due to negligence of Base Camp Café, LLC dba The Backyard and the other Released Parties or the inherent risks of the activity.

Participant First and last name (Print)

Dob

Email

Emergency Contact Name & Phone Number

Participant Signature

Today's Date