CSDBAA 150th Reunion Terms & Conditions

Cancellation & Refund Policy

If you have any reason to cancel the ticket to the event, the cancellation and refund policy is as follows. Refunds for any reasons before June 10, 2024, are refundable with a processing fee of \$35.00. There will be no refunds after June 10, 2024. You must communicate with the reunion or registration chairperson by June 10, 2023, to receive a refund (Mail, Email, text, or VP). A cancellation notice must be sent in writing and postmarked on or June 10, 2024, if the refund requested is written.

At any time, the full refunds will be issued for following reasons with documented proof (a Doctor's Letter or Death Certificate):

- 1. Sudden medical condition which prevents travels
- 2. Death of purchaser/partner
- 3. Death of the family of purchaser/partner
- 4. Proof of COVID-19 (Positive)

<u>Transfer of Tickets Policy before June 10, 2024:</u>

The tickets must be paid off prior to transferring the ticket to another person. The ticket cannot be transferred while in layaway payments plan. Due to Colorado scalping laws, you cannot sell the ticket more than its face value. You can sell the ticket for the amount you paid for or less to the buyer. Suppose the ticket is at membership rate, it must be sold to a member of the CSDBAA to make the transfer, if the ticket is transfer to non-members, then the non-members must pay the difference at non-members rate.

If any ticket holder wishes to transfer, donate, or sell to another person for any reasons, both parties must clearly type or write letters stating the following: each party's names, addresses, amount of purchase, what kind of ticket, and contact information individually. The seller and purchaser must send his/her copy of letter to CSDBAA reunion chairperson before June 10, 2024. The registration chairperson will contact the new ticket holder and seller with a letter confirmation concerning the transfer. Upon arrival at the CSDBAA Reunion, the new ticket holder must submit his/her confirmation letter and ID card for proper verification to the registration chairperson. NO TRANSFERS are accepted after June 10, 2024. Please contact us by email at csdbaa@gmail.com and 150th@csdbaa.org.

CSDBAA 150th Reunion Waiver and Release of Liability

General Agreement-

Upon the registration completion, every individual shall assume the agreement of Colorado School for the Deaf and the Blind, CSDB, and Colorado School for the Deaf and the Blind Alumni Association agreements, policies, and liability release of claims. This agreement is good for the dates of the 150th reunion.

You have acknowledged by reading this waiver and liability release form by checking the box before purchasing your and your family's tickets to attend the 150th CSDBAA Reunion on June 27th to 30th of 2024. You voluntarily waived and release on your own behalf and agree that in exchange for my paid attendance at the Colorado School for the Deaf and the Blind Association Alumni (CSDBAA) Reunion 150th Anniversary and its related events, without reservation, the CSDBAA, co-host committee members, officers, employees, staff, directors, agents, volunteers, contestants, sponsors, and coordinators, their heirs, executors, administrators, successors and assigns (hereinafter) known as "Host" from any implied or express liability of the losses, damages, including consequential damages, detention delay or failure to perform in whole or in part resulting from causes beyond the Host's control including but not limited to the act of GOD, the acts, omissions of the undersigned, fires, strikes, insurrections, protests, earthquakes, riots, embargos, explosions, tornado, delay in transportation, problems with lodging, inability to obtain supplies or by requirement or regulations of the Colorado Springs, Colorado or by any civil, police or military authority.

WAIVER AND RELEASE OF LIABILITY IN CONSIDERATION OF the risk of injury that exists while participating in CSDBAA 150th Reunion; and IN CONSIDERATION OF my desire to participate in said Activity and being given the right to participate in same; I HEREBY, for myself, my heirs, executors, administrators, assigns, or personal representatives (hereinafter collectively, "Releasor," "I" or "me", which terms shall also include Releasor's parents or guardian if Releasor is under 18 years of age), knowingly and voluntarily enter into this WAIVER AND RELEASE OF LIABILITY and hereby waive any and all rights, claims or causes of action of any kind arising out of my participation in the Activity; and I HEREBY release and forever discharge, CSDB, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns (collectively "Releasees"), from any physical or psychological injury that I may suffer as a direct result of my participation in the aforementioned Activity. I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT

ARE NOT LIMITED TO: PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL TO AND FROM THE ACTIVITY, OR FROM CONDITIONS AT THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY. I FURTHER AGREE to indemnify, defend and hold harmless the Releasees against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs. I FURTHER ACKNOWLEDGE that Releasees are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Releasees. In the event that I should require medical care or treatment, I authorize to provide all emergency medical care deemed necessary, including but not limited to, first aid, CPR, the use of AEDs, emergency medical transport, and sharing of medical information with medical personnel. I further agree to assume all costs involved and agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance. I FURTHER ACKNOWLEDGE that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. I agree not to participate in the Activity unless I am medically able and properly trained, and I agree to abide by the decision of the official or agent, regarding my approval to participate in the Activity. I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST FOR PERSONAL INJURY OR PROPERTY DAMAGE. To the extent that statute or case law does not prohibit releases for ordinary negligence, this release is also for such negligence on the part of, its agents, and employees. I agree that this Release shall be governed for all purposes by law, without regard to any conflict of law principles. This Release supersedes any and all previous oral or written promises or other agreements. In the event that any damage to equipment or facilities occurs as a result of my or my family's or my agent's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any such actions of neglect or recklessness. THIS WAIVER AND RELEASE OF LIABILITY SHALL REMAIN IN EFFECT FOR THE DURATION OF MY PARTICIPATION IN THE ACTIVITY, DURING THIS INITIAL AND ALL SUBSEQUENT EVENTS OF PARTICIPATION.

Family Obligations-

I have read the agreements on the public indecency, and I agree to abide by the rules and regulations of CSDB, CSDB Alumni Association and various sites of the event duration of the event dates. The event is a family-oriented environment. Any inappropriate behavior or exposure would result in immediate removal from the event and no refund would be given.

The parents and guardians are utmost responsible for their own child during the event. The parents are responsible to supervise their children all the time. No children are allowed to wander the campus and event without supervision. CSDB and CSDBAA will not provide any childcare or daycare.

CSDB Policies-

<u>Policy KF- Community using School Facilities-</u> Community groups will be permitted to use school facilities when such uses will not interfere with the school s use of its facilities and/or with the school s primary purpose the education of children.

Permission for use of school facilities shall not constitute an endorsement by CSDB of any organization or group.

CSDB reserves the right to refuse approval, or to cancel approved use of a school building or facility when it is deemed that such action is necessary for the best interests of CSDB. Use of buildings/facilities will be denied if an organization intends to use school facilities to engage in conduct that is contrary to federal, state, or local law.

Fees for the use of school facilities and other related costs will be set and periodically revised by administrative regulation.

Policy KF-E-4- LIABILITY:

The parties hereto understand and agree that liability for claims and injuries to persons or property arising out of the negligence of the State of Colorado, its department, institutions, agencies, boards, officials, and employees is controlled and limited by provision of CRS 24-10-101, et seq., provision of this agreement, whether or not incorporated herein by reference, shall be controlled, limited and otherwise modified so as to limit any liability of CSDB to the above cited laws.

PROHIBITED ACTIVITIES ON CSDB PROPERTY:

- a. Use or possession of alcohol or controlled substances. For purposes of this regulation, "controlled substances" means drugs identified and regulated under federal law, including but not limited to marijuana, cocaine, opiates, phencyclidine (PCP) and amphetamines (including methamphetamine). Failure to comply will be dealt with by local law enforcement agencies.
 - Smoking, chewing or any other use of tobacco products within the building or on school
 grounds in accordance with state law and Board policy on tobacco-free schools. If an
 individual group does not comply with this policy or these regulations, the group will be
 denied use of CSDB facilities for a period of no less than 18 months.
 - All disruptive or illegal activity, to include firearms and concealed weapons. Also including obscene language, quarreling or fighting.
 - Unlicensed gambling.

DAMAGE:

a. The approved party will be responsible for all damages and losses to the school facility and/or the contents and must indemnify and hold harmless the CSDB Board of Trustees and CSDB employees from any claim resulting from or arising out of the use of the school facilities named in the application or any part of the facilities covered in the application.

b. CSDB will not be held responsible for any damage or loss which may occur to non-school property brought on the premises. Such property must be removed from the facility immediately after the use or before such time that the materials will interfere with school activities.

<u>Policy KFA- Public Conduct on CSDB Property-</u> Persons using or upon CSDB property, including all CSDB buildings, parking lots, and vehicles, shall not engage in the conduct described below. Any person considered by the superintendent or designee to be in violation of this policy shall be instructed to leave CDSB property and law enforcement may be contacted. Any person who has engaged or CSDB officials reasonably believe will engage in conduct prohibited by this policy may be excluded from CSDB property.

The following conduct by any person is prohibited:

- 1. Any conduct that obstructs, disrupts, or interferes with or threatens to obstruct, disrupt or interfere with CSDB operations or any activity sponsored or approved by CSDB.
- 2. Physical abuse or threat of harm to any person or CSDB property.
- 3. Damage or threat of damage to CSDB property regardless of the location, or property of a member of the community when such property is located on CSDB property.
- 4. Forceful or unauthorized entry to or occupation of CSDB facilities, including both buildings and grounds.
- 5. Use, possession, distribution or sale of drugs and other controlled substances, alcohol and other illegal contraband on CSDB property, at CSDB or school-sponsored functions, in any CSDB vehicle transporting students or within 1,000 feet of the perimeter of school grounds. For purposes of this policy, "controlled substances" means drugs identified and regulated under federal law, including but not limited to marijuana, cocaine, opiates, phencyclidine (PCP) and amphetamines (including methamphetamine). Persons known to be under the influence of alcohol shall not be permitted to enter CSDB buildings or grounds.
- 6. Unlawful use of any tobacco product.
- 7. Unlawful possession of a deadly weapon, as defined in state law, on CSDB property or in CSDB buildings.
- 8. Profanity or verbally abusive language.
- 9. Violation of any federal, state, or municipal law or Board policy.

I agreed that if I lost the CSDB Badges (ID), there would be a \$30 replacement fee. If lost the CSDBAA Badges, there would be a \$35 replacement fee too.