

**KENNYWOOD INFORMATION**

Park Name:	Kennywood
Mailing Address:	4800 Kennywood Blvd.
City/State/Zip Code:	West Mifflin, PA 15122
Contact Name:	Courtney Bracco
Telephone:	412.461.0500 x1126

**SCHOOL PICNIC AGREEMENT****GROUP INFORMATION:**

Name: SHALER AREA SCHOOL DISTRICT  
Street Address: 1800 Mount Royal Blvd.  
City: Glenshaw State: PA Zip Code: 15116  
Phone No.: \_\_\_\_\_  
Contact Name: Dr. Victor Morrone

Event Date: Saturday 5/6/2017

**TICKETS:**

<u>TICKET TYPE</u>	<u>ESTIMATED ATTENDANCE</u>	<u>PRICE PER TICKET</u>
2017 School Ticket price is \$26.00	N/A	\$26.00

**SPECIAL INSTRUCTIONS**

1. No personal checks will be accepted by Kennywood.
2. No outside caterers, food (including covered dishes) or (alcoholic or non-alcoholic) beverage products may be brought into Kennywood by the School Picnic Organization.
3. Kennywood agrees to grant a round trip transportation allowance of one dollar (\$1.00) for each student, teacher or other adult arriving by chartered or school buses at the Park by 1pm on the day of the scheduled school picnic.

THIS AGREEMENT IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS. BY SIGNING BELOW, GROUP REPRESENTS AND WARRANTS THAT IT UNDERSTANDS THE TERMS AND CONDITIONS AND AGREES TO BE BOUND BY THEM.

GROUP – date signed: \_\_\_\_/\_\_\_\_/\_\_\_\_

Signature

Print Name and Title

KENNYWOOD – date signed: 7 / 14 / 16

Courtney Bracco  
Signature

Courtney Bracco  
Print Name and Title

## TERMS AND CONDITIONS OF GROUP EVENT AGREEMENT

**1. PARTIES:** This Group Event Agreement ("Agreement") is entered into between the Park and the Group referenced on page one of this Agreement. Group is herein appointed for the purpose of ticket sales only and shall have no power or authority to act for Park in any capacity other than in the sale or disbursement of consigned group Event tickets.

**2. ACCEPTANCE:** This Agreement becomes effective and binding on the date of Group's signature. The signatures on behalf of Group and Park on the page one of this Agreement evidence agreement to all of the terms and conditions of this Agreement.

**3. GROUP EVENTS:** All group Events are subject to the terms and conditions of this Agreement and the terms and conditions printed on the tickets involved in the Event.

**4. TICKETS & PRICES:** Group may reserve additional tickets for the Event at the prices listed on the reverse side of this Agreement. Title to all tickets shall remain with Park until sold. Tickets may only be sold to group's members and not Online, to the general public (except as invited by the Group), or otherwise.

**5. FOOD AND BEVERAGES:** N/A

**6. EVENT AREA RESERVED:** N/A.

**7. DEPOSIT FEE** N/A

**8. FINAL GUARANTEE:** N/A.

**9. PAYMENT:** Group shall pay for all consignment ticket sold (if any) and return unsold tickets to park within ten days of picnic date along with payment in full. Group shall remit payment in the form of cash, money order or approved Group check (no second-party or personal checks will be accepted), and forwarded to Park's mailing address specified.

**10. TAX:** N/A

**11. CANCELLATION:** Either party may cancel the Event by providing thirty (30) days prior written notice to the other party. In the case of inclement weather, Park may close the Park and will attempt to reschedule the Event. Park, in its sole discretion, shall make the decision whether to close the Park. Park is not responsible for disruption of the Event by nature, or for any damages, costs or expenses arising out of cancellation

**12. RISK OF LOSS:** Group assumes full responsibility and risk of loss for any group tickets consigned, and agrees to pay Park the equivalent cash value for all non-returned tickets, regardless of the reason or cause for said non-return.

**13. REFUNDS:** Park shall not give any refunds, nor anything else of value, for pre-purchased tickets that are not used.

**14. WARRANTY:** The person who executes this Agreement on behalf of each party expressly represents and warrants that s/he has the full and complete authority to do so. **EXCEPT AS EXPRESSLY SET FORTH HEREIN, PARK MAKES NO FURTHER WARRANTIES AND SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**15. LIABILITY:** Park reserves the right to inspect and control all private Events in the Park. Park shall not be liable for personal property or equipment brought into the Park Facility.

**16. INDEMNIFICATION:** Group shall indemnify, hold harmless and defend Park (including its managers, owners, officers, directors, agents, employees, affiliates and parent companies), from all claims, liabilities, damages or costs (including reasonable attorneys' fees), which may be incurred in conjunction with the Group's acts or omission, negligence, willful misconduct or illegality, or in connection with this Agreement.

**17. INSURANCE:** N/A.

**18. ASSIGNMENT & MODIFICATION:** This Agreement is not assignable and shall not be modified except in writing and signed by both parties.

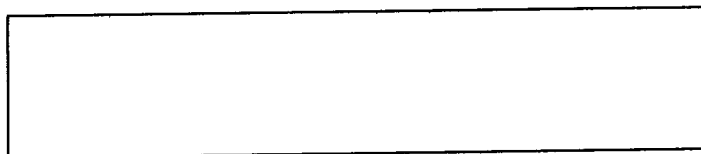
**19. GOVERNING LAW:** : The laws of the State of Pennsylvania shall govern the validity, performance and construction of this Agreement. Jurisdiction and venue shall lie in the courts in Allegheny County, PA.

**20. INDEPENDENT CONTRACTOR:** Each party hereto is an independent contractor bearing its own risk of profit and loss.

**21. SEVERABILITY:** The unenforceability or illegality, in whole or in part, of any provision of this Agreement shall not affect the validity of the remainder of such provision or of any agreement resulting from such invalidity.

**22. SURVIVAL:** Any provision herein that by its nature should survive, shall survive the termination or expiration of this Agreement.

**23. WAIVER:** Delay or failure of Park to enforce any right or remedy under this Agreement shall not impair, or be deemed a waiver of, any right or remedy hereunder. The waiver by Park of the breach or default of any condition or provision hereof shall in no way impair the right of Park to avail itself of any right or remedy for any subsequent breach or default thereof.



# SHALER AREA SCHOOL DISTRICT

No: 123.2

## SECTION: PROGRAMS

### TITLE: ELIGIBILITY FOR ATHLETICS

ADOPTED: JANUARY 21, 2004

REVISED: MAY 21, 2008

	<b>123.2 ELIGIBILITY FOR ATHLETICS AND COMPETITIVE EXTRACURRICULAR ACTIVITIES</b>
1. Purpose	The Shaler Area Board of School Directors recognizes that education is its first priority and desires to ensure an appropriate balance between its educational program and sports and competitive extracurricular activities.
2. Definitions	<p>Athletics shall include all sports offered by the Shaler Area School District which participate in PIAA sanctioned events.</p> <p>Competitive Extracurricular Activities shall include all academic skills teams and club sports which participate in performances or competitions where they are judged or evaluated.</p>
3. Guidelines	<p>It shall be the policy of the Board that students not only comply with the PIAA eligibility requirements (pass four full credit courses the prior semester) but also maintain a 2.0 or above cumulative grade point average to be eligible to compete in athletic or extracurricular activities. In the event that a student complies with the PIAA academic eligibility requirements but does not maintain a 2.0 or above cumulative grade point average, the student may compete for any current nine-week grading period if he/she achieves a 2.0 or above grade point average in the previous nine-week grading period. If a student who otherwise would be eligible under PIAA academic requirements but has not maintained a cumulative GPA of 2.0 or above, and has not earned a 2.0 GPA during the previous nine-week grading period, may gain eligibility to complete for the remaining 4.5 weeks of a current nine-week grading period if he/she achieves a 2.0 GPA at the 4.5 progress review period of that current nine-week grading period.</p> <p><b>All student-athletes' grades will be analyzed each Friday during the season. Students with grades below 70% in any class will be listed and given to the student-athlete's respective Head Coach. Students with two grades below 64% will be determined to be ineligible for the following week of play regardless of grade point average, and must attend tutoring sessions each day, regardless of practice times or contests. Students with only one grade below 64% will maintain their eligibility, but must attend tutoring sessions throughout the entire following week, either during a study hall or the after school monitored study sessions. If the aforementioned student-athlete raises their grade(s) above 64% they do not have to attend tutoring sessions, and regain their eligibility. There is no warning period, and ineligibility (not allowed to participate in contests) will run congruent with the PIAA, Sunday to Sunday.</b></p>

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A student who is not academically eligible to compete shall be allowed to practice for competition until such time that he/she meets the requirements of this policy.

The Athletic Director or Activities Director along with seasonal Head Coaches and/or Activity Sponsors shall be responsible for overseeing the academic eligibility of students. When the Athletic Director or Activities Director along with Head Coaches and/or Activity Sponsors determine that a student is academically ineligible, the Head Coach and/or the Activity Sponsor shall notify the student and the student's parents/ guardian with the reason(s) why the student is ineligible and what the student needs to achieve to regain eligibility.

Once a student is declared ineligible, the Athletic Director and coach or the Activities Director and activity sponsor shall work jointly to plan a tutoring/remedial program for the ineligible student. Weekly progress shall be monitored by the coach/sponsor so the student can successfully re-enter their sport or activity after the 4 1/2 week progress review period.

Weekly eligibility requirements established by PIAA will also be maintained in order to be eligible to participate in athletics and competitive extracurricular activities.