| KENNYWOOD INFORMATION |  |
| :--- | :--- |
| Park Name: | Kennywood |
| Mailing Address: | 4800 Kennywood Blvd. |
| City/State/Zip Code: | West Mifflin, PA 15122 |
| Contact Name: | Courtney Alukonis |
| Telephone: | $412.461 .0500 \times 1126$ |

SCHOOL PICNIC AGREEMENT

## GROUP INFORMATION:

Name: SHALER AREA SCHOOL DISTRICT
Street Address: $\mathbf{1 8 0 0}$ Mount Royal Blvd.

| City: Glenshaw | State: PA | Zip: 15116 |
| :--- | :--- | :--- |
| Phone No.: |  |  |

Contact Name: Sean Aiken

## TICKETS:

| TICKET TYPE | $\underset{\text { ESTIMATED }}{\text { ATTENDANCE }}$ | $\frac{\text { PRICE PER }}{\text { TICKET }}$ |
| :--- | :---: | :---: |
| 2020 School Tickets sold at school | N/A | $\$ 29.00$ |
| 2020 School Tickets sold online | N/A | $\$ 30.00$ |

## 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 1 pm 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.
$\qquad$

Signature

Print Name and Title

KENNYWOOD - date signed: 8, 27,19


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 pienic 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 she 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.

Section: Pupils<br>Title: Class Rank Index<br>Adopted: May 20, 1998<br>Revised: October 18, 2000; June 16, 2010; July 10, 2013; July 12, 2017; July 18, 2018

\(\left.$$
\begin{array}{|l|l|}\hline & \begin{array}{l}\text { 214 - CLASS RANK INDEX }\end{array}
$$ <br>
The following policy will remain in effect for and applicable to the graduating <br>
Class of 2019. and 2020. Beginning with the Class of 2021 2020, the Shaler <br>
Area School District will no longer determine or report Class Rank. Following <br>
the graduation of the Class of 2020 2019 and without the necessity of further <br>
action of the Board of School Directors, this policy shall be considered to be <br>
rescinded and of no further effect. <br>
The Board acknowledges the usefulness of a system of computing grade <br>
point averages and class ranking for secondary school graduates to inform <br>
students, parents, and others of their relative academic placement among <br>
their peers under relatively similar circumstances. <br>
The Board authorizes a system of class ranking, by grade point average, for <br>

students in grades 9, 10, 11, and 12. All students shall be ranked together.\end{array}\right\}\)| The class rank index shall be computed by assigning the final grade in all |
| :--- |
| subjects in accordance with the following formula: |
| CRI = GPA x CDW |
| CRI = Class Rank Index |
| GPA = Grade Point Average |
| CDW = Cumulative Difficulty Weight* |


| 3. Delegation of <br> Responsibility | The Superintendent shall develop procedures for the computation of grade <br> point averages and the assignment of the class rank index to implement this <br> policy which shall include a: |
| :--- | :--- |
| 1. Determination of class rank according to the class rank index formula |  |
| for students graduating before their class. |  |
| 2. System for fairly averaging make-up courses. |  |
| 3. Statement of the methods for such computation and assignment to be be prant average or |  |
| made available for those to whom a student's grade point |  |
| rank in class is released. |  |

