

PARTICIPANT AGREEMENT

Group Name: **Paschal High School Band Retreat**

Participant's Name: _____

Parent/Guardian Name (if Participant under age 18): _____

(For purpose of this Agreement, Participant and Parent/Guardian will be referred to collectively as "Participant.")

Date(s) of Event: **3/11/2012 - 3/14/2012.**

In consideration of the opportunity to participate in any Sky Ranch activity, Participant acknowledges and agrees to the following:

1. **Activity Permission.** Participant understands that in addition to traditional camping activities, including, but not limited to, sports, swimming, horseback trail riding, horsemanship, riflery, archery, paintball, crafts, boating, waterfront activities, and traveling to the locations of various activities, Sky Ranch may offer a challenge course (a series of cables and structures of varying heights, on and through which Participant will walk, swing and otherwise travel, relying on staff for support), water slides and other waterfront devices. Participant understands that by participating in these activities, Participant may be exposed to the elements of nature, including temperature extremes, inclement weather, insects, plants, animals and accidents or illness in a rural location without on site medical facilities. I understand that Participant may be participating in strenuous activities that will have inherent and other risks or dangers associated with them. Participant understands that Participant may ask any questions of the Sky Ranch staff to get a full and complete understanding of any such risk or danger associated with any activity, and that Participant may decline to participate in any activity. Participant is given permission to participate in and be transported to all Sky Ranch activities, unless specified in a written notice to Sky Ranch. Participant agrees to follow all rules, guidelines, and equipment requirements for all activities as specified by Sky Ranch staff.

2. **Acknowledgment and Assumption of Risks.** Participant understands that Sky Ranch's activities range from mild to strenuous and, like all outdoor recreation, they include inherent and other risks and dangers which can cause loss or damage to personal property, physical or psychological damage and injury such as sprains, breaks, cuts, bruises, emotional trauma, illnesses and the remote possibility of serious injury or death. Participant understands the activities and their risks. Participant acknowledges that Participant will be able to ask questions of the Sky Ranch staff regarding risks or dangers associated with Sky Ranch's environment and activities. Participant's participation in any activity is voluntary a Participant may decline to participate in any activity. Participant acknowledges and assumes all risks of participation in a Sky Ranch activity, inherent and otherwise, and whether or not described above or in the materials provided by Sky Ranch.

3. **Acknowledgement of Sky Ranches, Inc. Purpose.** Participant acknowledges and understands that Sky Ranches, Inc. is organized and operated exclusively for Christian purposes, and that Sky Ranch and its staff seek to demonstrate the love of Jesus Christ in the way Sky Ranch is operated and in all Sky Ranch programs. Accordingly, participant agrees that they will respect Sky Ranch's Doctrinal Statement and Christian purposes and that they will not make statements or engage in conduct while on Sky Ranch property or participating in Sky Ranch activities that would be inconsistent with or detract from Sky Ranch's Doctrinal Statement and Christian purposes.

4. **Agreements of Release and Indemnity.** Further, in consideration of the right to participate in a Sky Ranch activity, to the maximum extent allowed by law, Participant releases, and agrees not to bring any cause of action against Sky Ranch, its owners, managers, employees, medical personnel, contractors or any related parties (the "Released Parties") for liability or claims of any nature, including loss or damage to property, personal injury or death, suffered by Participant in any way related to Participant's enrollment, participation in, or transportation related to a Sky Ranch activity. In addition, Participant agrees to indemnify the Released Parties (that is defend them, including satisfaction of liabilities, costs and attorney's fees) from claims brought by Participant, members of Participant's family and any other person arising out of Participant's participation in, or transportation related to a Sky Ranch activity. The claims which are the subject of these agreements of release and indemnity include those arising from the negligence, but not the gross negligence or intentionally wrong conduct, of any Released Party. The activities intended to be covered by these agreements of release and indemnity include activities on or off Sky Ranch premises, including transportation to and from Sky Ranch activities and on the Sky Ranch grounds or any premises utilized by Sky Ranch for any of its activities.

5. **NO TOBACCO PRODUCTS OR USE OF ALCOHOL OR ILLEGAL DRUGS.** The use of tobacco products (smoking cigars, cigarettes, pipes, or smokeless tobacco) and using or having illegal drugs or alcohol is strictly prohibited on camp and/or in camp facilities at all times.

6. **Injury/Illness.** Should Participant become ill or injured while participating at Sky Ranch, it is the Group Sponsors responsibility to notify the parent or guardian of such illness or injury. It is the responsibility of the Group Sponsor to have Parent/Guardian contact information and policies regarding emergency contact notification in the event of an injury or illness.

7. **Medical Costs.** Participant understands that Participant and/ or Sponsor is financially responsible for any required medical services that might be incurred while becoming injured or ill at Sky Ranch. Participant is also responsible for the cost of any emergency transportation by ambulance or air flight.

8. **Medical Release.** Participant understands that Sky Ranch is not obligated to provide on site medical care or facilities. It is the responsibility of the Group Sponsor to provide adequately trained medical personnel, adequate supplies as well as permission to treat Participants. In the event of an emergency, Participant gives permission to the medical personnel selected by Sky Ranch to provide emergency healthcare, to administer medications, both over the counter and prescriptions, to order x-rays and routine tests, to hospitalize, secure proper treatment for and to order injection, anesthesia or surgery for Participant if Group Sponsor can not be located in the event of an emergency. Participant authorizes Sky Ranch or its designees to provide or arrange necessary related emergency transportation for Participant.

9. **Use of Personal Information/Images.** Participant gives Sky Ranch permission to make visual images (photographs, movies, videos) and audio recordings of Participant and to use such visual images and audio recordings on the Sky Ranch website, in printed or electronic marketing materials, or in other audio or visual communications, and Participant releases Sky Ranch from any and all liability related thereto. Sky Ranch will keep any and all personal information regarding Participant confidential and will not disclose or utilize it for any purposes other than Sky Ranch's internal records and marketing purposes.

10. **Applicable Law.** Any dispute of any nature arising out of this Agreement or as a result of Participant's participation in a Sky Ranch activity shall be brought in the courts of Smith County, Texas and Texas laws will control any such dispute between Participant and Sky Ranch or any related or Released Party.

I have read the above policies, consents, permissions, assumptions of risk and agreements of release and indemnity and agree to abide by them to the fullest extent allowed by law.

(Printed Name of Participant)

(Printed Name of Parent/Guardian)

Date: _____

(Signature of Participant)

(Signature of Parent/Guardian)