# PRESBYTERIAN MO-RANCH ASSEMBLY

## AGREEMENT TO PARTICIPATE, ASSUMPTION OF RISK INDEMNITY AGREEMENT AND RELEASE OF LIABILITY

**MINOR** PARTICIPANT'S NAME: _____

Whereas, the above named participant (hereinafter referred to as "participant") wishes to be accepted for participation and take part in programs (hereinafter referred to as "Programs") to be organized, conducted, and supervised by Presbyterian Mo-Ranch Assembly of Hunt, Texas (hereinafter referred to as "Mo-Ranch"); and in consideration of Mo-Ranch's action in allowing participant to participate in such Programs:

The undersigned, as legal guardian of participant, acknowledges that during the said Programs that participant has requested to participate in, certain risks and dangers may occur. This include, but are not limited to the hazards of physically demanding activities, ropes courses and aquatic activities, accident or illness in remote places without medical facilities and the forces of nature. The undersigned further recognizes that these risks may include loss or damage to personal property, physical or psychological damage and/or injury not excluding fatality due to accidents, which may occur. I further understand that in participating in the Programs that participant is requesting to participate in; participant will be exposed to the elements of nature, including temperature extremes and inclement weather.

In consideration of, and for the right to participate in, Programs and services arranged for participant by Mo-Ranch, its Owners, Trustees, Directors, Officers, Employees, Agents, and/or Associates (herein after all called "Mo-Ranch"), the undersigned hereby **ASSUMES ALL THE ABOVE RISKS AND ANY OTHER ORDINARY RISK INCIDENTAL TO THE NATURE OF PROGRAMS WHICH ARE NOT SPECIFICALLY FORESEEABLE. THE UNDERSIGNED ALSO AGREES TO AND SHALL HOLD HARMLESS AND UNCONDITIONALLY INDEMNIFY MO-RANCH, ITS OWNERS, TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND/OR ASSOCIATES FROM AND AGAINST ANY AND ALL ACTIONS, CLAIMS, LOSSES, COSTS, DAMAGES, EXPENSES AND LIABILITY OF ANY AND EVERY KIND (INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES) FOR ANY AND ALL INJURIES TO OR DEATH OF ANY PERSON, INCLUDING BUT NOT LIMITED TO PARTICIPANT, OR DAMAGE TO OR LOSS OF ANY PROPERTY DIRECTLY OR INDIRECTLY ARISING OUT OF OR CAUSED BY OR CONNECTED WITH OR INCIDENTAL TO OR RESULTING FROM PARTICIPANT'S INVOLVEMENT IN THE PROGRAMS INCLUDING BUT NOT LIMITED TO ANY ACT, OMMISSION OR NEGLIGENCE OF MO-RANCH OR ITS OWNERS, TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND/OR ASSOCIATES, REGARDLESS OF WHETHER OR NOT IT IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.**

The undersigned hereby gives permission and authorizes medical personnel selected by Mo-Ranch or its agents to provide any medical care for participant, which they believe to be required. This authorization is unlimited in scope including, but not limited to, authority to order injections, anesthesia, surgery, and other invasive medical procedures. The undersigned also understands and agrees to assume full financial responsibility for paying all costs and expenses associated with the provision of medical care for participant. Furthermore, the undersigned also agrees to assume full financial responsibility of any costs associated with any specialized means of evacuation necessary to transport participant to an appropriate medical care facility. The undersigned affirms that the health of participant is good and there is not ongoing physician's care or treatment for any undisclosed condition that bears upon participant's fitness to safely participate in the activities of Programs. In addition, certain health and medical information must be made known to the staff conducting the Program so that they are prepared to respond appropriately if the need arises. This information will be held in confidence.

The undersigned also states that participant is not under, and will not be under, the influence of any chemical substances other than prescribed medication; including alcohol. The undersigned further states that any medication participant may be taking will not affect participant's full participation in Programs or affect participant's personal safety or the safety of others. The undersigned also understand that the participation of participant is entirely VOLUNTARY. Participant enters into this activity and takes full responsibility for their decision to participate, or not to participate, and agrees to follow all safety instruction and rules.

Both parties irrevocably consent and submit to the jurisdiction and venue of the State and Federal Courts having jurisdiction of Kerr County, Texas in connection with any suit, action, or other proceeding concerning this Agreement and Release. If any dispute results, then both parties agree to binding arbitration. If any provision of this Agreement and Release is found to be unenforceable by a Court of the last resort, it is the parties' intention that the Court should reform the unenforceable provision so as to best approximate the parties' intent, and to enforce the provision as reformed. **TEXAS LAW SHALL APPLY TO THIS AGREEMENT and its VALIDITY, CONSTRUCTION, INTERPRETATION, NEGOTIATION, PERFORMANCE, DEFAULT AND/OR ENFORCEMENT.**

Agreement and Release for participation starting _____ and ending _____
Date Date

_____ _____
Signature of Participant Date

_____ _____ _____
Signature of Parent/Legal Guardian Print Name Date

**Please check the following program(s) you will be participating in while at Mo-Ranch:**

☐ Conference ☐ Environmental Leadership Program ☐ Summer Camp ☐ Day Camp ☐ Other _____

PRESBYTERIAN MO-RANCH ASSEMBLY - 2229 FM 1340, Hunt, TX 78024-3037
830-238-4455, 800-460-4401, 830-238-4202 fax, www.moranch.com

# PRESBYTERIAN MO-RANCH ASSEMBLY
REGISTRATION AND HEALTH INFORMATION

Activities provided by Presbyterian Mo-Ranch Assembly Programs are by their nature physically and emotionally demanding. Therefore, all participants must be free of medical or physical conditions which might create undue risks to themselves or any others that depend on them. Good physical and emotional conditions will increase your enjoyment of the activities. If there is any doubt about your ability to safely participate in this experience, you should consider having a physical examination. A description of activities is available.

School, Church or Group Name _____

Participant _____ Date of Birth _____

Mailing Address_____

City _____ ST _____ Zip _____

Home Phone _____ Work Phone _____

***For Minors Only***

Parent / Legal Guardian _____ Work Phone _____

2nd Parent / Legal Guardian _____ Work Phone _____

Participant lives with? _____ Cell # _____

If you will be away from home during this Program, how can we reach you? _____

***Emergency Contact*** (for minors, please list someone other than parents/legal guardians)

Name _____ Relationship _____

Home Phone ___ _____ Work Phone _____

Are you insured under a medical/accident/hospital plan? ☐ No ☐ Yes

Carrier _____ Policy No. _____

Address _____ Phone No. _____ _____

City _____ ST _____ Zip _____

Name of Physician _____ Phone No. _____

Allergies to insects/plants? ☐ No ☐ Yes Please list _____

Allergies to medications? ☐ No ☐ Yes Please list _____

Are you currently taking any medications? ☐ No ☐ Yes Please list name of medications and reason for taking:

Please disclose any condition, limitations or needs which might affect your ability to fully and successfully participate in a program of rigorous physical and/or emotional outdoor activity in a remote setting. Please attach prescribed limitations and instructions from your Doctor if applicable

## PHOTO RELEASE

I understand that photographs, video and/or digital images (hereinafter "images"), may be taken of my participation or my minor's participation in various activities while at Mo-Ranch. I understand that no names or personal contact information will accompany any images. I understand that these images may be used in daily slide shows, web-site photo albums, video yearbooks, and other promotional materials and/or publications. I acknowledge below that I do consent to such images of my likeness or my minor's likeness being taken and do not request compensation for the use of my likeness or my minor's likeness.

_____

Adult participant or custodial parent or legal guardian signature

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# Youth Conference Participant Covenant

*"The mission of Presbyterian Mo-Ranch Assembly is to foster growth in God through Jesus Christ by sharing its unique living, learning, Christian environment."*

More than a set of "rules" or "guidelines" a covenant between conference participants remembers our Biblical foundations. God who created all that was, is, and is to come made covenant to love and care for us at all times. Following God's lead, we covenant with one another when we gather in community in order to make a safe and caring place for playing, studying, worshiping and living.

*I* promise to participate in the building and caring for community by:

- Being fully present and participating in all scheduled activities
- Showing respect for conference participants, staff, other guests as well as the ranch itself by:
  - ☐ Asking before entering a housing facility that is not my "home" for the week
  - ☐ Abiding by the smoke-free building policy
  - ☐ Being responsible for my belongings and caring for the property of others
  - ☐ Refraining from throwing things off either catwalk
  - ☐ Swimming in groups, at designated times
  - ☐ Refraining from jumping or diving from the highway bridge or the dam
  - ☐ Using the Ropes Course only while Mo-Ranch staff are present
- Dressing appropriately by not wearing clothing that is too revealing: i.e. short shorts, bikinis, strapless tops or dresses, shirts that allow for a bare midriff, pants worn below the waistline. I will not bring t-shirts that advertise alcohol or tobacco or other illegal substances; nor which contain language/pictures that demean or ridicule someone's gender, sexuality or ethnic origin.
- Abiding by laws prohibiting the possession or use of illegal drugs and which prohibit the possession or use of alcohol by persons under the age of 21. (As an adult over the age of 21, I will abstain from consuming alcohol during the conference). I will take medication prescribed to me by a doctor only as directed.
- Refraining from sexual activity while at Mo-Ranch.
- Caring for the environment in which we are all learning, playing and living by putting trash and recyclables into the appropriate containers; using my audio devices in such a way that they do not disrupt others; watching the ways I express myself through words and actions; and minimizing technological distractions (texting, phones, tablets).
- Leaving at home items such as: skateboards, scooters, rollerblades, firearms, knives, weapons of any kind, incendiary devices (matches, lighters, fireworks and so on), laser pointers, or other items that could disrupt the conference or other Mo-Ranch guests.
- Practiving the "Rule of Three" (2 youth and 1 adult, or 2 unrelated adults and 1 youth) while in classrooms, walking about the ranch and in housing.

*I agree to abide by this covenant while I am a member of this community. I understand that if I break this covenant by endangering or disrespecting myself or others, I may be sent home at the discretion of Mo-Ranch leadership.*
*If I am youth and am sent home, it will be at my parent's expense and my church may be notified.*

| Participant Name | Signature | Date |
|---|---|---|

*I have read the Conference Participant Covenant and understand that if the decision is made to send my youth home, it will be at my expense.*

| Parent/Guardian Name | Signature | Date |
|---|---|---|