

PRESBYTERIAN MO-RANCH ASSEMBLY

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

MINOR PARTICIPANT'S NAME: _____

SCHOOL, CHURCH OR GROUP 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. These include, but are not limited to the hazards of physically demanding activities, horse back riding, 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, OMISSION 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.**

WARNING: Under Texas Law (Chapter 87, Civil Practice and Remedies Code), an equine professional is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities.

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 Elderhostel Environmental Leadership Program Summer Camps Day Camp Other _____