

# PRESBYTERIAN MO-RANCH ASSEMBLY

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

**ADULT 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 acknowledges that during the said Programs that I have requested to participate in, certain risks and dangers may occur. This 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. I further recognize 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 I am requesting to participate in, I 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 me by Mo-Ranch, its Owners, Trustees, Directors, Officers, Employees, Agents, and/or Associates (herein after called "Mo-Ranch"), I 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 me, 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. I also understand and agree to assume full financial responsibility for paying all costs and expenses associated with the provision of medical care for myself. Furthermore, I also agree to assume full financial responsibility of any costs associated with any specialized means of evacuation necessary to transport myself to an appropriate medical care facility. I affirm that my health is good and there is not ongoing physician's care or treatment for any undisclosed condition that bears upon my fitness to safely participate in the activities of Programs. In addition, I understand 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 I am not under, and will not be under, the influence of any chemical substances other than prescribed medication; including alcohol. I further state that any medication I may be taking will not affect my full participation in Programs or affect my personal safety or the safety of others. I also understand that my participation is entirely VOLUNTARY. I enter into this activity and take full responsibility for my decision to participate, or not to participate, and agree 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

**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 \_\_\_\_\_

**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 \_\_\_\_\_ SS# \_\_\_\_\_  
City \_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_  
Home Phone (\_\_\_\_) \_\_\_\_\_ Work Phone (\_\_\_\_) \_\_\_\_\_

<b>For Minors Only</b>	
Parent / Legal Guardian _____	Work Phone (____) _____
2nd Parent / Legal Guardian _____	Work Phone (____) _____
Participant lives with? _____	Cell or Pager # (____) _____
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