

SKY RANCHES, INC.
24657 County Road 448, Van, Texas 75790
903-266-3300/903-569-6357 fax

PARTICIPANT AGREEMENT

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: _____

In consideration of the opportunity to participate in any Sky Ranches, Inc. (herein after 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 and 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 Sky Ranch staff to receive a full and complete understanding of any such risk or danger associated with any activity. Participant may decline to participate in any activity. Participant grants permission to participate in and be transported to all Sky Ranch activities. 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 may ask questions of Sky Ranch staff regarding risks or dangers associated with Sky Ranch's environment and activities. Participant's participation in any activity is voluntary and 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 Ranch 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 and activities. Accordingly, participant agrees 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 alleged negligence or gross negligence of the Released Parties.** The activities intended to be covered by this agreement 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. **Tobacco Products/Use of Alcohol and Illegal Drugs.** The use of tobacco products (cigars, cigarettes, pipes, or smokeless tobacco) and using or having illegal drugs or alcohol is strictly ***prohibited*** on and premises utilized by Sky Ranch.

6. **Injury/Illness.** Should Participant become ill or injured while participating in a Sky Ranch activity, parents/guardians will be notified if, at the sole discretion of Sky Ranch staff, such notification is necessary. Notification is usually reserved for emergency situations. Parent/Guardian may contact Sky Ranch if at any time a parent/guardian has a question or concern regarding the health status or safety of Participant.

7. **Medical Costs.** Participant understands that Participant is financially responsible for any required medical services that Sky Ranch's staff and facilities cannot accommodate. These services include (but are not limited to) prescriptions, x-rays, physical therapy, lab work, dental and orthodontia work and emergency room visits. 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. Participant gives permission to the medical personnel selected by Sky Ranch to provide routine 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. Participant authorizes Sky Ranch or its designees to provide or arrange necessary related transportation for Participant. In addition, Participant authorizes the release of all records, x-rays, notes and any other medical information related to Participant to Sky Ranch or its designee.

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 materials, or in other audio or visual communications. Participant releases Sky Ranch from any and all liability related thereto. Sky Ranch will keep 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.

Date: _____

(Printed Name of Participant)

(Signature of Participant)

(Printed Name of Parent/Guardian)

(Signature of Parent/Guardian)