

SKY RANCH PARTICIPANT AGREEMENT

Group Name (if applicable): _____

Participant/Employee Name: _____

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

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

In consideration of the opportunity to participate in any activity at (please check one):

_____ Sky Ranches Inc. (Texas)

_____ Sky Ranch Cave Springs

_____ Sky Ranch Ute Trail

_____ Sky Ranch Horn Creek

(hereinafter "Sky Ranch"), Participant acknowledges and agrees to the following:

1. **Acknowledgment and Assumption of Risks.** Participant understands that Sky Ranch's activities range from mild to strenuous and, like all 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, exposure to a communicable disease such as COVID-19, the novel SARS-2 coronavirus, or similar contagion, 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 Sky Ranch staff regarding risks or dangers associated with Sky Ranch's activities and environment (which may be the premises of a hosting church or school). 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.

COVID-19 Exposure: *The spread of the novel SARS-2 coronavirus, and the COVID-19 illness that results from that viral infection, has become widespread during 2020 within the United States and across the world. While Sky Ranch takes numerous safety and cleaning precautions and follows federal, state and local government guidelines, restrictions and policies with respect to limiting the spread of the virus, this virus has been shown to be highly infectious and can be spread between people who are not even aware they have been infected. Therefore, Sky Ranch cannot guarantee that guests will not become exposed to the virus while at one of our events, nor that they will not become ill during or after such events due to such exposure. While it appears that most people, including most children, experience mild, if any, symptoms from COVID-19, the virus can cause severe medical issues and even death in certain people, and medical professionals are generally not accurately able to predict how a COVID-19 infection would affect any specific individual. At the current time, the United States Centers for Disease Control and Prevention (the "CDC") has noted that some of the people who are most vulnerable to severe reactions to the virus include: older adults, people with chronic or underlying cardio-pulmonary conditions (i.e., heart or lung issues), people with blood disorders (such as diabetes or kidney and liver issues), and people with other immunity-compromising conditions (such as those undergoing radiation or chemotherapy, those who are HIV positive, etc.). If you or your family members fit into any of these categories, or if you have any other medical concerns related to COVID-19, we strongly urge you to contact your doctor and discuss your individual situation with your personal doctor or medical professional before attending any Sky Ranch event. If warranted, we would ask you to consider not attending such event until you and your doctor are comfortable the unavoidable risks related to attending Sky Ranch events.*

2. **Activity Permission.** Participant understands and agrees that, in addition to traditional camping activities, Sky Ranch's activities include, but not limited to sports, crafts, inflatables, indoor/outdoor games and activities and traveling to the locations of various activities. 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 location without onsite medical facilities. Participant understands 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 unless specified in a written note to Sky Ranch. Participant agrees to follow all rules, guidelines, and equipment requirements for all activities as specified by Sky Ranch staff.

3. **Acknowledgement of Sky Ranch Purpose.** Participant acknowledges and understands that Sky Ranch is organized and operated exclusively for Christian purposes. We treat all guests with respect and dignity, regardless of their religion or beliefs and we request our guests respect our beliefs as stated in the Sky Ranch doctrinal statement while on Sky Ranch property or participating in Sky Ranch activities. Participants who engage in disrespectful or harmful behavior or who refuse to abide by the instructions provided by Sky Ranch staff, while on Sky Ranch property or participating in Sky Ranch activities are subject to removal from the property or program at Sky Ranch's discretion.

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, EXPOSURE TO COMMUNICABLE DISEASE, SUCH AS COVID-19, NOVEL SARS-2 CORONAVIRUS, OR SIMILAR CONTAGION, 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 OF ANY RELEASED PARTIES, EXCEPT NOT WHERE CAUSED BY ANY GROSS NEGLIGENCE OR WILLFUL MISCONDUCT 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. **No Tobacco Products or Use of Alcohol, Marijuana, Fireworks, Firearms, or Illegal Drugs.** The use of tobacco products (smoking cigars, cigarettes, vapes, e-cigarettes, pipes, or smokeless tobacco) and using or having alcohol, marijuana, fireworks, firearms, or illegal drugs is strictly prohibited on camp and/or in camp facilities at all times.

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 and its health insurer are primarily responsible (i.e. 'primary'), while the Sky Ranch policy is secondary 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. In the event that Sky Ranch does 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 the event that Sky Ranch does not 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 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 if Group Sponsor cannot be located in the event of an emergency. Participant authorizes Sky Ranch or its designees to provide or arrange necessary related transportation for Participant. Guest Services can provide information regarding the availability of on-site medical care upon request. Please contact our office at GuestServices@skyranch.org or by calling 903-266-3300.

9. **HIPAA & TMRPA Authorization.** IN THE EVENT THAT THE PARTICIPANT REQUIRES MEDICAL ATTENTION WHILE PARTICIPATING IN AN ACTIVITY AT SKY RANCH, PARTICIPANT AUTHORIZES AND DIRECTS EACH COVERED ENTITY (AS THAT TERM IS DEFINED BY HIPAA AND TMRPA 181.001) TO DISCLOSE TO SKY RANCH ANY AND ALL PROTECTED HEALTH INFORMATION ('PHI') THAT SKY RANCH MAY REQUEST. PARTICIPANT ALSO AUTHORIZES AND DIRECTS EACH COVERED ENTITY, TOGETHER WITH ITS EMPLOYEES AND OTHER AGENTS, TO DISCUSS PARTICIPANT'S PHI WITH SKY RANCH AND TO ANSWER QUESTIONS ABOUT PARTICIPANT'S PHI THAT SKY RANCH MAY ASK, WHETHER OR NOT PARTICIPANT IS INCAPACITATED AT THE TIME. **THIS AUTHORIZATION IS VOLUNTARY AND IS ONLY VALID DURING THE PERIOD OF TIME WHEN PARTICIPANT IS PARTICIPATING IN AN ACTIVITY AT SKY RANCH.** NOTHING IN THIS AUTHORIZATION ALLOWS FOR SKY RANCH TO REQUEST PHI CONTAINING MENTAL HEALTH INFORMATION, HIV/AIDS-RELATED INFORMATION, DRUG, ALCOHOL, OR SUBSTANCE ABUSE TREATMENT INFORMATION, OR GENETIC (INHERITED) DISEASES OR TESTS (COLLECTIVELY, 'SPECIAL INFORMATION') AND PARTICIPANT SPECIFICALLY DOES NOT AUTHORIZE ANY OF THESE TYPES OF SPECIAL INFORMATION TO BE DISCLOSED, USED, OR DISCUSSED TO OR WITH SKY RANCH. PARTICIPANT UNDERSTANDS THAT HE/SHE MAY REVOKE THIS AUTHORIZATION EXCEPT TO THE EXTENT THAT ACTION HAS ALREADY BEEN TAKEN BASED ON THIS AUTHORIZATION. PARTICIPANT ACKNOWLEDGES THAT THE PHI USED OR DISCLOSED UNDER THIS AUTHORIZATION MAY BE SUBJECT TO RE-DISCLOSURE BY SKY RANCH, AND THE PHI ONCE DISCLOSED MAY NO LONGER BE PROTECTED BY HIPAA, THE RULES PROMULGATED UNDER HIPAA, AND THE TMRPA.

10. **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, 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.

11. **Applicable Venue and Law.** Any lawsuit, litigation, or 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. Furthermore, the laws of the state of Texas shall govern and control any such lawsuit, litigation, or dispute between participant and Sky Ranch or any related or released party. Participant hereby consents to venue in Smith County, Texas and to the governing authority of Texas law for any lawsuit, litigation, or dispute of any nature arising out of this agreement or as a result of participant's participation in a Sky Ranch activity, regardless of where this agreement is executed or performed or where such Sky Ranch activity may occur.

12. **Modification.** No amendment of this Agreement will be effective unless it is in writing and signed by the parties.

13. **Waiver.** No waiver of satisfaction of a condition or a failure to comply with an obligation under this Agreement will be effective unless it is in writing and signed by the party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or failure to comply with any other obligation.

14. **Severability.** The parties intend as follows: (a) that if any provision of this agreement is held to be invalid, illegal or unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded; (b) that if an unenforceable provision is modified or disregarded according to this Section 14, then the rest of the agreement will remain in effect as written; and (c) that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.

15. **Entire Agreement.** This Agreement constitutes the entire understanding between the parties regarding the subject matter of this Agreement and supersedes all other agreements, whether written or oral, between the parties.

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. FURTHER, I HAVE READ THE HIPAA & TMRPA AUTHORIZATION PROVISION AND AGREE TO THE USES AND DISCLOSURE OF THE INFORMATION AS DESCRIBED.

Printed Name of Participant/Employee

Signature of Participant/Employee

Date

Printed Name of Parent/Guardian

Signature of Parent/Guardian

Date

IF SIGNING ON BEHALF OF A MINOR PARTICIPANT, I AM PROVIDING THE EXPRESS AUTHORITY OF MY CO-PARENT, CO-GUARDIAN, OR ANY OTHER PARTY WHOSE CUSTODIAL RIGHTS AND RESPONSIBILITIES COVER THE MINOR PARTICIPANT ON WHOSE BEHALF I AM ENTERING INTO THIS AGREEMENT.