

SKY RANCH AT CAVE SPRINGS, INC.

7750 S. 655 Rd., Quapaw, OK, 74363

918-542-1547/918-540-3618 fax

www.skyranchcavesprings.org

SKY RANCH PARTICIPANT AGREEMENT

Group Name (if applicable): Ark Church Oneighty Student Ministry

Participant's/Employee's 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, or ____ 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 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 will be able to 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.

2. Activity Permission. Participant understands and agrees that, in addition to traditional camping activities, Sky Ranch's activities may include, but not limited to:

- Alpine activities
- Alpine swing
- Blob and inflatables
- Bowling
- Camp fire
- Camping in permanent or temporary structures
- Challenge and ropes courses
- Equine activities
- Gaga
- Hanging log
- Hiking and backpacking
- Jumping Pillow
- Mountain scooters
- Physical fitness exercise (weightlifting, track, treadmill, etc.)
- Play grounds and swings
- Recreational activities (ball games, floor scooters, horseshoes, team building, Frisbee, etc.)
- River activities (white water rafting, kayaking, canoeing, etc.)
- Rock climbing and bouldering
- Slacklining
- Sporting activities (bb guns, .22 rifles, shotguns, skeet, archery, hatchet throwing, etc.)
- Water activities (pool, lake, pond, swimming, slides, polo, basketball, etc.)
- Zipline

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). 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 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 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

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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. 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, 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 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. 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. 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. Guest Services can provide information regarding the availability of on-site medical care upon request. Please contact our office at guestservices@sky ranch.org or by calling 903-266-3300.

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, 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.

10. 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.

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.

Printed Name of Employee/Participant

Signature of Employee/Participant

Date

Printed Name of Parent/Guardian

Signature of Parent/Guardian

Date

ACTIVITY PARTICIPATION AGREEMENT

ONEIGHTY student ministries of the Ark Church

Participant information:

FULL NAME _____ DATE OF BIRTH ___/___/___
 ADDRESS _____
 CITY _____ STATE _____ ZIP _____

Parent or legal guardian:	
FIRST NAME _____	LAST NAME _____
DAY PHONE _____	EVENING PHONE _____

Parent or legal guardian:	
FIRST NAME _____	LAST NAME _____
DAY PHONE _____	EVENING PHONE _____

Secondary emergency contact:

FIRST NAME _____ LAST NAME _____
 RELATIONSHIP _____
 DAY PHONE _____ EVENING PHONE _____

Is Sponsor authorized to approve medical treatment? Yes No
 Is Participant covered by personal/family medical insurance? Yes No

If yes, name of Insurer: _____
 Policy or Group #: _____

This release expresses a full and complete release of any liability, past or future, which may be claimed against the Ark Church, its trustees, officers, employees and any volunteers.

PARTICIPATION AGREEMENT:

By signing below, the participant (or parent/guardian if participant is a minor) acknowledges and accepts the risks of physical injury associated with participation. Except for gross negligence on the part of the sponsor, the participant (or parent/guardian) accepts personal financial responsibility for any bodily or personal injury sustained during activities.

Further, the participant (or parent/guardian) promises to hold harmless the sponsoring organization and its representatives for any injury related to the activity.

If a dispute over this agreement or any claim for damages arises, the participant (or parent/guardian) agrees to resolve the matter through mutually acceptable arbitration process.

Signature: _____ **Date** ___/___/___
participant or parent/guardian if participant is a minor

(if applicable) **Signature:** _____ **Date** ___/___/___
participant or parent/guardian if participant is a minor

Medical information:

ALLERGIES _____

HANDICAP/LIMITATIONS _____

Does Participant suffer from any illness, disease, etc? (Example: asthma, diabetes, epilepsy)

MEDICATIONS _____

ANY OTHER INFORMATION YOU FEEL PERTINENT _____

SEE REVERSE

Disease research

Many church youth groups participate in short-term mission or recreational trips in the United States that involve outdoor activities. These trips are not immune from insect-borne diseases. The CDC lists the following diseases that are carried by ticks in portions of the United States:

- *Anaplasmosis*: Northeastern and upper midwestern U.S. and along the Pacific coast.
- *Babesiosis*: Northeastern and upper midwest.
- *Borrelia miyamotoi*: Upper midwestern U.S. and the Pacific coast.
- *Colorado tick fever*: Rocky Mountain states at elevations of 4,000 feet to 10,500 feet.
- *Ehrlichiosis*: Southcentral and eastern U.S.
- *Heartland virus*: Missouri and Tennessee.
- *Lyme Disease*: Northeastern and upper midwestern U.S. and the Pacific coast.
- *Powassan disease*: Northeastern states and the Great Lakes region.
- *Rickettsia parkeri rickettsiosis*: Gulf Coast.
- *Rocky Mountain spotted fever (RMSF)*: Rocky Mountains.
- *STARI (Southern tick-associated rash illness)*: Southeastern and eastern U.S.
- *Tickborne relapsing fever (TBRF)*: Reported in 15 states: Arizona, California, Colorado, Idaho, Kansas, Montana, Nevada, New Mexico, Ohio, Oklahoma, Oregon, Texas, Utah, Washington, and Wyoming. It is associated with sleeping in rustic cabins and vacation homes.
- *Tularemia*: Occurs throughout the U.S.
- *364D rickettsiosis*: California.

Preventive steps

The CDC website, cdc.gov, contains the following recommendations to avoid insect-borne diseases:

- Bugs (including mosquitoes, ticks, and some flies) can spread a number of diseases. Many of these diseases cannot be prevented with a vaccine or medicine. You can reduce your risk by taking steps to prevent bug bites.
- For protecting against ticks and mosquitoes, use a repellent that contains 20 percent or more DEET for protection that lasts up to several hours. Products containing DEET include Off!, Cutter, Sawyer, and Ultrathon. DEET is the active ingredient in many insect repellent products. It is widely used to repel biting pests, such as mosquitoes and ticks. Every year, an estimated one-third of the U.S. population use DEET to protect them from mosquito-borne illnesses like West Nile Virus or malaria and tick-borne illnesses like Lyme disease and Rocky Mountain spotted fever. Products containing DEET currently are available to the public in a variety of liquids, lotions, sprays, and impregnated materials (such as towelettes and roll on). Formulations registered for direct application to human skin contain from 4 percent to 100 percent DEET. Rather than killing them, DEET works by making it hard for these biting bugs to smell us. DEET's most significant benefit is its ability to repel potentially disease-carrying insects and ticks. The CDC receives more than 20,000 reports of Lyme disease (transmitted by deer ticks) and 100 reports of encephalitis (transmitted by mosquitoes) annually and as of June 10, 2014, eight states reported West

Nile Virus infections in people, birds, or mosquitoes to the CDC. Each of these diseases can cause serious health problems or even death in the case of encephalitis. Where these diseases are endemic, the CDC recommends use of insect repellents when out-of-doors. Studies in the Environmental Protection Agency's database indicate that DEET repels ticks for about 2 to 10 hours, and mosquitoes from 2 to 12 hours, depending on the percentage of DEET in the product.

- To prevent mosquito bites:
 - Cover exposed skin by wearing long-sleeved shirts, long pants, and hats.
 - Stay and sleep in screened or air-conditioned rooms.
 - Use a bed net if the area where you are sleeping is exposed to the outdoors.
- To prevent tick bites:
 - Cover exposed skin by wearing long-sleeved shirts, long pants, and hats.
 - Tuck in shirts, tuck pants into socks, and wear closed shoes instead of sandals to prevent bites.
 - Avoid wooded and brushy areas with high grass, brush, and leaves. Walk in the center of hiking trails.
- To prevent tsetse fly bites:
 - The tsetse fly lives in sub-Saharan Africa and can spread African sleeping sickness (African trypanosomiasis).
 - Cover exposed skin by wearing long-sleeved shirts, long pants, and hats.
 - Clothing fabric should be at least medium weight because the tsetse fly can bite through thin fabric.
 - Wear neutral-colored clothing. The tsetse fly is attracted to bright colors, very dark colors, metallic fabric, and the color blue.
 - Avoid bushes during the day, when the tsetse fly is less active. It rests in bushes and will bite if disturbed.
 - Inspect vehicles for tsetse flies before entering. The flies are attracted to moving vehicles.
- If you are bitten by mosquitoes:
 - Avoid scratching mosquito bites.
 - Apply hydrocortisone cream or calamine lotion to reduce itching.
- Find and remove ticks from your body.
 - Bathe or shower as soon as possible after coming indoors.
 - Check your entire body (under your arms, in and around your ears, in your belly button, behind your knees, between your legs, around your waist, and especially in your hair). Use a hand-held or full-length mirror to view all parts of your body.
 - Be sure to remove ticks properly. Use fine-tipped tweezers to grasp the tick as close to the skin's surface as possible. Pull upward with steady, even pressure. Don't twist or jerk the tick; this can cause the mouth-parts to break off and remain in the skin. If this happens, remove the mouth-parts with tweezers. If you are unable to remove the mouth easily with clean tweezers, leave it alone and let the skin heal. After removing the tick, thoroughly clean the bite area and your hands with rubbing alcohol, an iodine scrub, or soap and water.
 - Avoid folklore remedies such as "painting" the tick with nail polish or petroleum jelly, or using heat to make the tick detach from the skin. Your goal is to remove the tick as quickly as possible—not wait for it to detach. ■