

**ANCHORED YOUTH: DESERTLAND CAMP 2019**  
**REGISTRATION FORM**

**PARTICIPANT INFORMATION**

Student Name: \_\_\_\_\_

School Attending: \_\_\_\_\_

What grade will the student enter Fall 2019: \_\_\_\_\_

Student Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Gender: \_\_\_\_\_ Age: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Shirt Size: (Circle One) S M L XL XXL

**PARENT/GUARDIAN INFORMATION:**

Parent/Guardian Name: \_\_\_\_\_

Home/Cell Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

***Medical Information:***

Medical Insurance Name and Phone: \_\_\_\_\_

\_\_\_\_\_

Policy ID Number: \_\_\_\_\_

Group Number: \_\_\_\_\_

Circle One: HMO / PPO

Primary Physician Name and Phone: \_\_\_\_\_

\_\_\_\_\_

Food/Medication Allergies: \_\_\_\_\_

\_\_\_\_\_

Medications: \_\_\_\_\_

\_\_\_\_\_

Any other relevant Medical History/Information: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **ALL PEOPLES CHURCH RELEASE FOR MINOR**

### **FUNCTIONS AND ACTIVITIES**

It is my understanding that participating in the programs and recreational and other activities of All Peoples Church ("the Church") at Rough Acres Ranch ("RAR") is a privilege. Prior to my child's participation in such activities, I acknowledge that certain risks are associated with the activities, including, by way of example, physical injury due to activity-related accidents, physical injury due to transportation-related accidents, illness or even death. In addition, I acknowledge that there may be other risks inherent in these activities of which I may not be presently aware.

The undersigned hereby give our consent to and authorize the minor child named above to participate in all events conducted by the Church at RAR. I further authorize my minor child to travel with representatives of the Church in private or other vehicles to any such events so conducted at RAR.

### **RELEASE OF LIABILITY**

By signing this form, I expressly warrant that the child named below is capable of withstanding both the physical and mental demands of the activities discussed. I also expressly assume all risks of the child participating in the activities, whether such risks are known or unknown to me at this time. I, the undersigned, for my child, my child's personal representatives, assigns, heirs, distributees, guardians, and next of kin ("the Releasers"), hereby irrevocably and unconditionally release, waive, discharge, and covenant not to sue the Church and its ministers,

leaders, employees, volunteers, and agents, for and from all claims of any nature now or hereafter existing whether known or unknown, including but not limited to, all liability to the Releasers, on account of injury to my child or death to my child or injury to the property of the child, whether caused by the negligence of the Church, its ministers, leaders, employees, volunteers, and agents or otherwise, during the course of my child's participation in the activities, arising out of or in connection with activities related to the Church, or any travel connected therewith.

### **PARENT OR GUARDIAN SIGNATURE**

I represent that I am the parent/guardian of \_\_\_\_\_ who is under 18 years of age. I have read the above form and am fully aware of the contents thereof. I give permission for the child named above to participate in all summer camp activities with All Peoples Church at Rough Acres Ranch from July 31 - August 4, 2019. In consideration for allowing the participation of the child in the activities of the Church, I hereby consent to the above terms on behalf of the child and agree that this form shall be binding upon me, my family, heirs, legal representatives, successors, and assigns.

X \_\_\_\_\_  
**Signature of Parent or Legal Guardian**

\_\_\_\_\_  
**Date**

### **IF PARTICIPANT IS 18 YEARS OR OLDER**

By signing below I hereby release All Peoples Church of any personal liability while participating in all summer camp activities from July 31 - August 4, 2019.

X \_\_\_\_\_  
**Signature of Participant**

\_\_\_\_\_  
**Date**

## **ROUGH ACRES RANCH WAIVER**

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

[IMPORTANT: READ CAREFULLY-YOU ARE GIVING UP IMPORTANT LEGAL RIGHTS]

The individual named below (referred to as "I," "me" or "my") desires to enter the property in San Diego County owned by Rough Acres Foundation, Inc., a Colorado nonprofit corporation ("Owner"), commonly known as the "Rough Acres Ranch" ("Ranch"), to participate in recreational activities ("Activities"). The Activities will include, but not be limited to, retreats, hiking, climbing (including rock wall climbing), horseback, zip-lining, slides, swimming, basketball, volleyball and other sporting activities.

As lawful consideration for being permitted by Owner to enter the Ranch and participate in the Activities, I agree to all the terms and conditions set forth in this agreement (this "Agreement").

1. Granting and Revocation of Permission. Owner is willing to grant my requested permission to enter the Ranch and participate in the Activities, provided, however, I acknowledge and agree Owner's permission to enter the Ranch and participate in the Activities may be revoked at any time.

### 2. ASSUMPTION OF RISK.

a. I AM AWARE AND UNDERSTAND THE ACTIVITIES, OR EVEN BEING PRESENT AS A SPECTATOR TO WATCH OTHERS ENGAGE IN THE ACTIVITIES, ARE DANGEROUS ACTIVITIES AND INVOLVES BOTH KNOWN AND UNKNOWN OR UNEXPECTED RISKS OF SERIOUS INJURY, DEATH AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE I AM VOLUNTARILY ENTERING THE RANCH AND PARTICIPATING IN THE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY THE ACTIVE OR PASSIVE NEGLIGENCE OF ANY OF THE RELEASEES (AS DEFINED BELOW) OR OTHERWISE.

b. I acknowledge and understand (a) risks of participating in the Activities, include, but are not limited to, my being injured or dying from falling off my horse, colliding with obstacles or with other riders falling off or over rocks, holes or debris while hiking or climbing, being bitten or attacked by insects, snakes or animals; (b) the risks/accidents in connection with participating in the Activities may be caused by, among other things, unpredictable animal behavior, equipment and safety gear failures, bad terrain conditions or unseen or unexpected hazards, bad weather conditions, or the absence of warning signs, protective barriers or screening of any hazardous conditions or the lack of any supervision of other persons who may be present at the Ranch, with or without Owner's permission; and (c) these and other hazards and risks can result from the active or passive negligence of Owner or Owner's personnel in operating or maintaining the Ranch. FURTHER, I ALSO ACKNOWLEDGE AND UNDERSTAND (A) OWNER AND THE RANCH DO NOT PROVIDE EMERGENCY RESCUE OR MEDICAL SERVICES AND (B) ANY INJURIES I SUSTAIN MAY BE COMPOUNDED BY NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS BY THIRD PARTIES. I AGREE I AM RESPONSIBLE FOR MY OWN SAFETY AND FOR PREVENTING INJURY TO MYSELF, I MUST PERFORM WITHIN MY OWN LIMITS (WHICH ONLY I KNOW) AND, AS SET FORTH ABOVE, I ASSUME ALL RISK OF IN CONNECTION WITH ENTERING THE RANCH AND PARTICIPATING IN THE ACTIVITIES.

### 3. RELEASE OF LIABILITY; Covenant Not To Sue.

a. RELEASE OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, I HEREBY FREELY AND FOREVER WAIVE, RELEASE AND, DISCHARGE ANY AND ALL CLAIMS AND LIABILITIES, NOW KNOWN OR HEREAFTER KNOWN, AGAINST OWNER AND OWNER'S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, AFFILIATES, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, "RELEASEES") ON ACCOUNT OF INJURY, DEATH OR PROPERTY DAMAGE ARISING OUT OF OR ATTRIBUTABLE MY ENTERING THE RANCH AND/OR PARTICIPATING IN THE ACTIVITIES, WHETHER ARISING OUT OF THE ACTIVE OR PASSIVE NEGLIGENCE OF ANY RELEASEES OR OTHERWISE. I AGREE THIS RELEASE APPLIES EVEN THOUGH SUCH INJURY OR DAMAGE MAY BE CAUSED WHILE I AM ENGAGING IN SOME ACTIVITY THAT MAY BENEFIT THE RANCH, SUCH AS MOVING CATTLE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, I AGREE AND INTEND FOR THIS RELEASE TO ALSO RELEASE, WAIVE AND DISCHARGE ANY CLAIMS AND LIABILITIES OF MY SPOUSE, PARENTS, OTHER RELATIVES, HEIRS, PERSONAL REPRESENTATIVES, ASSIGNS OR SUCCESSORS, WHO MIGHT ATTEMPT TO PURSUE ANY LEGAL ACTION OR CLAIM BECAUSE OF INJURY OR DEATH TO ME OR DAMAGE TO MY PROPERTY. NOTWITHSTANDING THE ABOVE AND

FOR THE AVOIDANCE OF DOUBT, THIS RELEASE DOES NOT EXTEND TO ANY CLAIMS AND/OR LIABILITIES THE LAW DOES NOT PERMIT ME TO RELEASE.

b. Covenant Not To Sue. To the maximum extent permitted by law, I agree not to make or bring any action or other proceeding against any of the Releasees based upon any claims or liabilities released under this Agreement.

4. Indemnity. To the maximum extent permitted by law, I voluntarily agree to INDEMNIFY, DEFEND AND HOLD HARMLESS the Releasees and the Ranch from and against any and all claims, losses, damages, liabilities, deficiencies, actions, judgments, settlements, interest, awards, penalties, fines, costs, and/or expenses of any kind (including reasonable attorney's fees and legal costs) arising out of or resulting from my negligent or reckless behavior.

5. Miscellaneous.

a. I agree California law applies to the enforcement or interpretation of this Agreement without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

b. Nothing in this Agreement is intended to be a waiver of, or in any way prejudice, Owner's immunity under California Civil Code § 846.

c. Any action, proceeding or defense relating to the enforcement of this Agreement or otherwise arising on account of this Agreement must be filed in the federal and state courts in San Diego County, California even if I am domiciled in another county or state, and I consent to the exclusive jurisdiction of such courts.

d. This Agreement constitutes the sole and entire agreement of Owner and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

e. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

f. This Agreement is binding on and will inure to the benefit of Owner and me and our respective successors and assigns.

I ACKNOWLEDGE (A) I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT, (B) I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE OWNER; AND (C) OWNER IS MATERIALLY RELYING ON THIS AGREEMENT IN PERMITTING ME TO ENTER THE RANCH AND PARTICIPATE IN THE ACTIVITIES.

\*If under 18 years old, Parent or Guardian must sign in front of a witness 18 years or older.

PARENT OR GUARDIAN CONSENT AND INDEMNITY

I am the parent or legal guardian of \_\_\_\_\_. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Agreement.

In return for Owner permitting Minor to enter the Ranch and participate in the Activities, to the maximum extent permitted by law, I agree to INDEMNIFY, DEFEND AND HOLD HARMLESS the Releasees and the Ranch from and against any claims, losses, damages, liabilities deficiencies, actions, judgments, settlements, interest, awards, penalties, fines, costs, and/or expenses arising out of o resulting from Minor's negligent or reckless behavior. I certify I have explained to Minor the meaning of this Agreement and the hazards, risks and dangers of entering the Ranch and participating in the Activities, and, to my personal knowledge and belief, the Minor is capable of understanding these matters.

Signature: \_\_\_\_\_ \*

Date: \_\_\_\_\_

Print Name of Parent or Legal Guardian: \_\_\_\_\_