

Calvary Chapel Oceanside Medical Release and Release of Liability

I, _____, the parent/guardian of _____ hereby give my permission for this student to participate in the following activity.

Activity: High School Summer Camp

Dates: Sunday, July 19 – Wednesday,

Transportation: Bus/ Carpool

The parent/guardian is reminded that every reasonable precaution will be taken to provide for the safety and care of the student. In the event of an accident that requires emergency care, every effort will be made to notify the parent/guardian. If the parent/guardian cannot be contacted in the vent of accident or illness, permission is also hereby granted to the Youth Leader or Church personnel to authorize any necessary hospitalization or treatment thought by said Youth Leader or personnel to be I the best interest of the above named child (A copy of this permission form will accompany the Youth Leader). The parent /guardian hereby assumed the financial responsibility for hospitalization and medical treatment provided.

Please list any prescription medication the student is currently taking:

Please list any allergies to medications such as penicillin, ibuprofen, etc.:

I have read the above and agree, as the party legally responsible for the above named child, to all the statements and terms:

Name: _____ Phone: _____

Address: _____

Signature: _____ Date: _____

If I cannot be contacted in case of emergency contact the following Person:

Name: _____ Phone: _____

Relationship: _____

Winterbrook L.L.C. DBA Winterbrook Ranch

Release of Liability

(Attachment "C")

This Agreement is made this ___ day of _____, 20___, by and between Winterbrook L.L.C. individually and doing business as Winterbrook Ranch and Peter J. Mort, Connie K. Mort and Carolyn Rae Mort, (hereinafter referred to as "RANCH") and the individual or individuals undersigned (hereinafter referred to as "CLIENT ") and sets forth the terms for a release of liability of RANCH by CLIENT, individually and on behalf of the minor(s) whose names are listed below. The use of the term CLIENT herein is not limited to those persons who pay RANCH a fee, receive riding instruction or board a horse but is intended to apply to all guests, invitees, and persons using the facilities of RANCH and executing this agreement.

1. Inherent Risks and Assumption of Risk. CLIENT acknowledges that there are inherent risks associated with equine activities such as described below, and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to, the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability.

CLIENT acknowledges that horses, by their very nature, are unpredictable and subject to animal whim. CLIENT assumes all risks in connection therewith, and expressly waives any claims for any injury or loss arising there from. CLIENT agrees to abide by and follow RANCH's rules and regulations, which shall be posted and/or available from time to time. CLIENT further acknowledges that the behavior of any animal is contingent to some extent upon the ability of CLIENT. CLIENT assumes all risks therefore and warrants a full and fair disclosure of CLIENT'S abilities has been made to RANCH.

CLIENT expressly releases RANCH and its employees, officers, directors, managers, members, agents and representatives from any and all claims for personal injury or property damage, even if caused by negligence (if allowed by the laws of this State) by RANCH or its representatives, agents or employees.

WARNING

You are advised that there are inherent risks, including the risk of serious injury or death, while engaging in equine activities. By engaging in equine activities and in accordance with the terms of this agreement you hereby assume all risks of injury or death.

2. CLIENT agrees to assume any and all risks involved in or arising out of CLIENT's use of any equipment or livestock pertaining to the use of horses or taking of riding instruction and the use of any arena or other facility on and/or off the premises of RANCH.

3. CLIENT AGREES TO HOLD HARMLESS, INDEMNIFY AND DEFEND RANCH AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, JUDGMENTS, ORDERS, COSTS OR EXPENSES, INCLUDING ATTORNEY'S FEES, WHICH MAY IN ANY WAY ARISE FROM OR BE IN ANY WAY CONNECTED WITH CLIENT'S OR CLIENT'S MINOR CHILD LISTED BELOW USE OF OR PRESENCE UPON THE PROPERTY OF RANCH AND THE FACILITIES LOCATED THEREON.

4. In the event CLIENT is using CLIENT's own horse, or a horse(s) not owned by RANCH, CLIENT warrants said horse(s) shall be free from infection, contagious or transmittable diseases. RANCH reserves the right to refuse access or use of any horse upon the premises that does not appear to RANCH to be in good health, or is deemed dangerous or undesirable.

5. CLIENT agrees to waive the protection of any applicable statutes in this jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing said release, including, but not limited to **California Civil Code section 1542**, which reads as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor.

6. CLIENT represents that CLIENT is the legal guardian or custodial parent of the minor(s) listed below and has full authority to execute this release on behalf of such person(s). CLIENT shall indemnify RANCH as set forth above for any claim by such persons.

CLIENT _____
By: _____
Dated: _____

MINORS ON WHOSE BEHALF CLIENT
REPRESENTS CLIENT HAD AUTHORITY
TO EXECUTE THIS RELEASE OF LIABILITY.

