

**Southwestern Texas Synod Outdoor & Retreat Ministries
d.b.a. CROSS TRAILS MINISTRY**

AGREEMENT TO PARTICIPATE, ASSUMPTION OF RISK INDEMNITY AGREEMENT AND RELEASE OF LIABILITY

Participant's Name: _____ Birth year: _____

Address, City, State, Zip: _____

Email: _____ Phone: _____

(Please check if you don't want to be on our mailing list.) Group: _____

Whereas, the above named participant (hereinafter referred to as "participant") wishes to be accepted for participation and take part in programs (hereinafter referred to as "Programs") to be organized, conducted, and supervised by Cross Trails Ministry of Kerrville, Texas and Harper, Texas (hereinafter referred to as "Cross Trails Ministry"), and in consideration of Cross Trails Ministry's action in allowing participant in such Programs:

The undersigned, as legal guardian of participant, acknowledges that during the said Programs that participant has requested to participate in, certain risks and dangers may occur. These include, but are not limited to the hazards of physically demanding activities, horse back riding, ropes courses and aquatic activities, accident or illness in remote places without medical facilities and the forces of nature. The undersigned further recognizes that these risks may include loss or damage to personal property, physical or psychological damage, and/or injury not excluding fatality due to accidents, which may occur. The undersigned further understands that in participating in the Programs that participant is requesting to participate in, participant will be exposed to the elements of nature, including temperature extremes and inclement weather.

In consideration of, and for the right to participate in, Programs and services arranged for participants by Lutheran Camp Chrysalis and Ebert Ranch Camp, its Owners, Trustees, Directors, Officers, Employees, Agents, and/or Associates (hereinafter all called "Cross Trails Ministry"), the undersigned hereby **ASSUMES ALL THE ABOVE RISKS AND ANY OTHER ORDINARY RISK INCIDENTAL TO THE NATURE OF PROGRAMS WHICH ARE NOT SPECIFICALLY FORESEEABLE. THE UNDERSIGNED ALSO AGREES TO AND SHALL HOLD HARMLESS AND UNCONDITIONALLY INDEMNIFY CROSS TRAILS MINISTRY, ITS OWNERS, TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND/OR ASSOCIATES FROM AND AGAINST ANY AND ALL ACTIONS, CLAIMS, LOSSES, COSTS, DAMAGES, EXPENSES, AND LIABILITY OF ANY AND EVERY KIND (INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES) FOR ANY AND ALL INJURIES TO OR DEATH OF ANY PERSON, INCLUDING, BUT NOT LIMITED TO, PARTICIPANT, OR DAMAGE TO OR LOSS OF ANY PROPERTY DIRECTLY OR INDIRECTLY ARISING OUT OF OR CAUSED BY OR CONNECTED WITH OR INCIDENTAL TO OR RESULTING FROM PARTICIPANT'S INVOLVEMENT IN THE PROGRAMS INCLUDING, BUT NOT LIMITED TO, ANY ACT, OMISSION OR NEGLIGENCE OF CROSS TRAILS MINISTRY OR ITS OWNERS, TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND/OR ASSOCIATES, REGARDLESS OF WHETHER OR NOT IT IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.**

The undersigned hereby gives permission and authorizes medical personnel selected by Cross Trails Ministry or its agents to provide any medical care for participant, which they believe to be required. This authorization is unlimited in scope including, but not limited to, authority to order injections, anesthesia, surgery, and other invasive medical procedures. The undersigned also understands and agrees to assume full financial responsibility for paying all costs and expenses associated with the provision of medical care for participant. Furthermore, the undersigned also agrees to assume full financial responsibility of any costs associated with any specialized means of evacuation necessary to transport participant to an appropriate medical care facility. The undersigned affirms that the health of participant is good and there is no ongoing physician's care or treatment for any undisclosed condition that bears upon participant's fitness to safely participate in the activities of Programs. In addition, certain health and medical information must be made known to the staff conducting the Program so that they are prepared to respond appropriately if the need arises. This information will be held in confidence.

The undersigned also states that participant is not under, and will not be under, the influence of any chemical substances other than prescribed medication: including alcohol. The undersigned further states that any medication participant may be taking will not affect participant's full participation in Programs or affect participant's personal safety or the safety of others. The undersigned also understands that the participation of participant is entirely VOLUNTARY. Participant enters into this activity and takes full responsibility for their decision to participate, or not to participate, and agrees to follow all safety instruction and rules.

Both parties irrevocably consent and submit to the jurisdiction and venue of the State and Federal Courts having jurisdiction of Kerr County, Texas in connection with any suit, action, or other proceeding concerning this Agreement and Release. If any dispute results, then both parties agree to binding arbitration. If any dispute provision of this Agreement and Release is found to be unenforceable by a Court of the last resort, it is the parties' intention that the Court should reform the unenforceable provision so as to best approximate the parties' intent, and to enforce the provision as reformed. **TEXAS LAW SHALL APPLY TO THIS AGREEMENT and its VALIDITY, CONSTRUCTION, INTERPRETATION, NEGOTIATION, PERFORMANCE, DEFAULT AND/OR ENFORCEMENT.**

WARNING: Under Texas Law (Chapter 87, Civil Practice and remedies Code), an equine professional is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities.

Agreement and Release for participation starting _____ and ending _____
Date Date

Signature of Participant if over age 18 or Parent/Legal Guardian Print Name Date