

## Parent's Affidavit and Agreement – Summer 2011

I/we, \_\_\_\_\_ and, \_\_\_\_\_, the parent(s) or legal guardian(s) of, \_\_\_\_\_ do hereby acknowledge that I/we have voluntarily applied for my/our child to attend the Birch Creek Service Ranch (herein referred to variously as "the Ranch," and/or "the Birch Creek Ranch"), and to become a member of the Ranch Association while at the Ranch, and for him/her to engage in activities conducted by the Ranch. The Ranch as referred to herein specifically includes employees, officers, directors, volunteers, and agents of the Ranch and those from whom the Ranch leases real property and/or livestock, including their contractors, subcontractors, employees, and agents. **Initial here:** \_\_\_\_\_

In the event of an injury to or illness of my/our child necessitating medical care, I/we authorize the Ranch to obtain said care and to act in my/our behalf in making decisions in regard to such care. I/we agree to be financially responsible for the costs of such care including the cost of any medications or special transportation required. **Initial here:** \_\_\_\_\_

I/we understand that a tetanus booster shot within 5 years prior to attending the Ranch is mandatory for all participants, and I/we certify that my/our child had such a shot on \_\_\_\_\_ (date).

My/our child is allergic to the following foods, materials, plants, medicines, etc. **Initial here:** \_\_\_\_\_ (please list)

I/we understand that the Ranch program is not a rehabilitation program for young people with moderate to serious behavioral or emotional problems, and that any participant involved in fighting, theft, shoplifting, or drug, tobacco or alcohol use, or other similar acts may, at the discretion of the Ranch director, be sent home at the parents' expense and the Ranch will have no obligation to refund any "unused" portion of the tuition. **Initial here:** \_\_\_\_\_

I/we certify that we have completely, accurately, and truthfully provided all information contained in this application regarding my/our child including the following:

- Is your child currently involved with the use of drugs, tobacco, or alcohol?
- Has your child previously been involved with the use of drugs, tobacco, or alcohol?
- Is your child now, or has he/she previously been involved with a professional to resolve or stabilize behavioral or emotional problems other than improper use of drugs or alcohol?
- Has your child been arrested, cited, or fined for vandalism, theft, burglary, or a similar offense? (If you answered "yes" to any of the above please provide a complete explanation by separate letter.)

I/we are aware that attending the ranch and participating in its activities involves the risk of property loss and or damage, personal injury (physical or emotional), or even death.

I/we voluntarily accept all such risks arising from my/our child's attendance and participation at the Ranch, and agree to indemnify, defend, and hold the Ranch harmless from all such damage or loss. I am/we are also aware that the Ranch staff consists primarily of young men and women who have not had extensive training as counselors and I/we will not hold them to a high standard of care and/or training. **Initial here:** \_\_\_\_\_

As lawful consideration for my/our child being permitted to attend the Ranch and to participate in its activities, I/we do hereby agree that I/we, my/our child, my/our heirs, personal representative, and assigns will not make a claim against or sue the Ranch for any injury (including fatal injuries) or damage or loss arising from the negligence or other acts, however caused, of or attributed to the Ranch. In addition, I/we hereby release and discharge the Ranch from all actions, claims or demands, that I/we, my/our child, my/our heirs, personal representatives, or assigns now have or may hereafter have for injuries or property damage or loss resulting from attending the Ranch or participating in its activities. I/we agree that this release includes injury or damage or loss caused in whole or in part by the negligence of the Ranch. This Agreement does not release the Ranch from liability arising from its acts of gross negligence (wanton and willful misconduct). **Initial here:** \_\_\_\_\_

I/we have carefully read every part of this application. I/we understand that this Application, and Parent's

Affidavit and Agreement is (1) a representation of various important facts, (2) a broad release of liability,

and (3) a general promise not to sue or to make a claim. I am/we are aware that this is a contract between me/us and the Ranch with important legal implications. **Initial here:** \_\_\_\_\_  
*(In order for this form to be complete each space provided must be initialed or filled out. Signature and initials are required of each living parent and/or guardian. If only one signature is provided, unless another explanation is attached hereto, the signing parent or guardian represents to the Ranch that the other parent or guardian is deceased.)*

**Parent / Guardian Signature Date**

**Parent / Guardian Signature Date**

I understand that the purpose of Birch Creek Ranch is, among other things, to provide a challenging experience for my child. I understand that while my child is at Birch Creek, he or she may feel tired, homesick, or challenged physically or emotionally. I understand that the length of the program is central to the experience. I committ to encouraging my child to participate to the fullest in Birch Creek's programming. I understand that by sending my child to Birch Creek I am committing to encourage them to participate in the programs, even though they may prove difficult.

\*At Birch Creek our staff tries to maintain an open communication with parents as necessary.

**Parent / Guardian Signature Date**