

The Night That Never Ends

Sponsored by Pacific Camps, Calvary Chapel Nexus, and Coastline Bible Church

December 31, 2010 – January 1, 2011

at Coastline Bible Church and Calvary Chapel Nexus

Student's Legal Name: _____ Sex (Circle): M F Birth Date: ___/___/___

Allergies or Special Conditions: _____

Will the student need to take medication(s) during the event: (Circle) Yes No

Medication must be submitted to Staff with written instructions, in addition to instructions written on the prescription container prescribed to the youth, also include written instructions on how to administer.

(Please attach instructions to medication, either by rubber band or in a sealable bag).

Home Address: _____ City: _____ Zip: _____ Phone: _____

Father/Guardian Name: _____ Mother/Guardian Name: _____

Father/Guardian Cell Phone: _____ Mother/Guardian Cell Phone: _____

Health Insurance Information

Insurance Company: _____ Plan: _____ Group: _____

Emergency Contact (If Unable to Reach Parents/Guardians):

1st Contact Name: _____ Relationship to Student: _____ Phn: _____

2nd Contact Name: _____ Relationship to Student: _____ Phn: _____

Doctor's Name: _____ Phone: _____

The Night That Never Ends Junior High Policies and Procedures

NOTE: Pacific Camps, Calvary Chapel Nexus, and Coastline Bible Church are hereinafter collectively referred to as "Pacific Camps."

1. I agree to allow the student's image to be used in any and all promotional photographs, videos, or websites.
2. I understand Pacific Camps practices a strict **NO TOLERANCE POLICY** regarding alcohol, drug, or tobacco use as well as any involvement with violence or weapons while in our care. Pacific Camps staff will send kids home with NO REFUND for being involved in any way with violating this policy. Any person violating this policy will be removed from the activities immediately. Parent(s)/Guardian(s) will be contacted and required to pick up the student from the event immediately at their own expense.
3. I will not hold Pacific Camps staff responsible for any articles of clothing, personal belongings, or personal athletic equipment that is lost or damaged by theft, fire, natural disaster, or other occurrences.
4. I understand that Pacific Camps provides no accident medical protection.
5. Arbitration - By signing below, I understand that any dispute involving Pacific Camps staff and myself or the student shall be resolved by way of arbitration through the rules and regulations of the American Arbitration Association. Each party shall bear its own costs and attorney fees in connection with any such action, to the extent allowed by law.
6. As the Parent/Guardian or Authorized Representative, I hereby give consent to Pacific Camps to obtain all emergency medical or dental care prescribed by a duly Licensed Physician (M.D.), Osteopath (D.O.) or Dentist (D.D.S.) for the student. This care may be given under whatever conditions are necessary to preserve the life, limb, or well-being of the student named above.

This is not a licensed child care event. This overnight event is exempt from any state licensing organization under the CA Health & Safety Code 18897.

Sign below to state that you have read, understand and agree to the above information.

Parent/Guardian Signature: _____ Date: _____

Assumption of Risk, Release of Liability & Indemnity Agreement for:

In consideration of the services of Pacific Camps, Calvary Chapel Nexus, and Coastline Bible Church, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "PACIFIC CAMPS"), I, (hereinafter also referred to as "child or participant") hereby agree to release and discharge PACIFIC CAMPS on behalf of myself, my children, my parents, my heirs, assigns, or personal representative and estate.

I understand that risks exist in all places and in all activities conducted by PACIFIC CAMPS including but not limited to transportation to or from an event as well as activities and games played during The Night That Never Ends. I also know that safety equipment, proficiency checks, supervision, and enforcement of rules by PACIFIC CAMPS do not and cannot guarantee the participant's safety. Therefore, I Freely Accept and Fully Assume the Risk that My Child Can Get Hurt, not only in the ways described above, but also in ways that are unknown and unexpected, and even if I follow the instructions or advice of PACIFIC CAMPS staff. **Parent Initials** _____

I will not hold PACIFIC CAMPS liable for any accident or injury that could occur in the vehicles. **Parent Initials** _____

I choose to use PACIFIC CAMPS facilities and equipment in spite of the risk of injury or death, and in addition to the representations I have made above, I agree as follows:

- 1) I Hereby Waive And Release Any And All Claims that I or my heirs have or may have in the future against PACIFIC CAMPS for any loss, damage, expense, or injury, including death, suffered from or in connection with my use of these facilities or equipment, or participation in activities sponsored by PACIFIC CAMPS, due to any cause whatsoever. **Parent Initials** _____
- 2) I Hereby Relieve PACIFIC CAMPS From Any Duty To Protect My Child From Harm, and agree that even if PACIFIC CAMPS chooses to implement safety procedures, such actions shall not alter the fact that PACIFIC CAMPS has no duty to protect me. **Parent Initials** _____
- 3) I Will Hold Harmless And Indemnify PACIFIC CAMPS for liability for property damage or personal injury, including death, to myself and any other person resulting from or arising in connection with my use of these facilities or equipment, or participation in activities sponsored by PACIFIC CAMPS. **Parent Initials** _____

I have had sufficient opportunity to read and understand this Agreement and intend that it be binding on me, my heirs, executors, administrators, and assigns.

Parents/Guardians of Participants under Age 18 Must Sign This Section

I am the parent or guardian of the minor named on page 1. I hereby make and enter into each and every representation, waiver, release and indemnity described above on behalf of myself, the minor, and any other parent or guardian of the minor. I intend to give up my right, the minor's right, and the right of any other parent or guardian to maintain any claim or suit against PACIFIC CAMPS arising out of the minor's use of PACIFIC CAMPS facilities or equipment, or participation in activities sponsored by PACIFIC CAMPS. I believe and represent that I HAVE LEGAL AUTHORITY TO MAKE THESE WAIVERS AND RELEASES, and I agree to indemnify PACIFIC CAMPS for all liability arising out of any lack of authority on my part to make such waivers and releases.

Date _____, 2010

Signature of Parent/Guardian

Parent/Guardian Name (Print)

Child's Name (Print)

Sky High Sports Customer Release of Liability and Assumption of Risk

In consideration of being permitted by SKY HIGH SPORTS to participate in its activities and to use its equipment and facilities, I hereby agree to **release, indemnify and discharge** SKY HIGH SPORTS, its agents, owners, shareholders, directors, partners, employees, volunteers, manufacturers, participants, lessors, affiliates, its subsidiaries, related and affiliated entities, successors and assigns (the "RELEASED PARTIES"), on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in SKY HIGH SPORTS trampoline games entail known and unknown risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: Trampoline entails certain risks that simply cannot be eliminated without jeopardizing the essential qualities of the activity. Trampoline exposes its participants to the usual risk of cuts and bruises. Other more serious risks exist as well. Participants often fall off equipment, sprain or break wrists and ankles, and can suffer more serious injuries as well. Traveling to and from trampoline location raises the possibility of any manner of transportation accidents. Double bouncing, more than one person per trampoline, can create a rebound effect causing serious injury. Flipping and running and bouncing off the walls is dangerous and can cause serious injury and must be done at the participants own risk. Similar risks are also inherent in using the Foam Pit. In any event, if you or your child is injured, you or your child may require medical assistance, at your own expense.

Furthermore, SKY HIGH SPORTS employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They may give incomplete warnings or instructions, and the equipment being used might become loose, out of adjustment, or malfunction. There is also a risk that SKY HIGH SPORTS employees may be negligent in, among other things, monitoring and supervising use of its equipment and facilities and in the maintenance and repair of its equipment and facilities.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. **I hereby voluntarily release, forever discharge, and agree to defend, indemnify and hold harmless RELEASED PARTIES from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of SKY HIGH SPORTS equipment or facilities, including any such claims which allege negligent acts or omissions of RELEASED PARTIES.**
4. Should SKY HIGH SPORTS or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage that I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition that I may have.
6. In the event that I file a lawsuit against SKY HIGH SPORTS, I agree to do so solely in the state of California and I further agree that the substantive law of California shall apply in that action without regard to the conflict of the law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.
7. I agree as an adult participant, or the Parent/Legal Guardian of a minor participant, in consideration of being permitted to participate at SKY HIGH SPORTS, grant SKY HIGH SPORTS, its parent subsidiaries, related and affiliated entities, officers, directors, partners, shareholders, employees, agents, successors and assigns, the irrevocable right and permission to photograph and/or record me or my child(ren)/ward(s) in connection with SKY HIGH SPORTS to use the photograph and/or recording for all purposes, including advertising and promotional purposes, in any manner in any and all media now or hereafter known, in perpetuity throughout the world, without restriction as to alteration. I waive any right to inspect or approve the use of the Photograph and/or Recording, and acknowledge and agree that the rights granted to this release are without compensation of any kind. All Photographs and/or Recordings are exclusive to SKY HIGH SPORTS.
8. **I agree that if the participant is a minor, this Release of Liability and Assumption of Risk agreement is made on behalf of that minor participant and that all of the releases, waivers and promises herein are binding on that minor participant. I represent that I have full authority as Parent or Legal Guardian to bind the minor participant to this agreement.**
9. **I agree that if the participant is a minor, I further agree to defend, indemnify and hold harmless SKY HIGH SPORTS from any and all claims or suits for personal injury, property damage or otherwise which are brought by, or on behalf of the minor, and which are in any way connected with such use or participation by the minor, including injuries or damages caused by the negligence of RELEASED PARTIES, except injuries or damages caused by the sole negligence or willful misconduct of the party seeking indemnity.**

By signing this document, I acknowledge that if anyone is hurt or property damaged during my participation in this activity, I may be found by a court of law to have waived my or the minor participant's right to maintain a lawsuit against SKY HIGH SPORTS or any RELEASED PARTIES on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Print Name of Participant _____ Birth Date _____

Address _____ City _____ State _____ Zip _____

Email _____ Phone _____

Emergency Contact _____ Phone _____ Relation _____

IF THE PARTICIPANT IS A MINOR

Print Name of Parent or Legal Guardian of Minor _____

Address _____ City _____ State _____ Zip _____

Email _____ Phone _____

Signature _____ Today's Date _____

(Participant or Parent/Legal Guardian if under age of 18)

Important Info

- What to Bring:
 - o Tennis shoes – NO FLIP FLOPS OR FLATS
 - o Pants
 - o Sweatshirt
 - o Spending money optional
 - o Your favorite snacks or caffeine optional
 - o No need for pajamas or sleeping bag because THERE WILL BE NO SLEEPING!!
- The Night That Never Ends Dates: **December 31st – January 1st**
- **Camarillo** DROP-OFF and PICK-UP Location and Times:
 - o Calvary Chapel Nexus, LEWIS CAMPUS
 - o Drop-off: Friday, December 31st at 6:30 pm
 - o Pick-up: Saturday, January 1st at 7:00 am
- **Ventura** DROP-OFF and PICK-UP Location and Times:
 - o Coastline Bible Church
 - o Drop-off: Friday, December 31st at 7:00 pm
 - o Pick-up: Saturday, January 1st at 7:00 am
- Total Cost: \$20.00 per student. Please make **Checks Payable to: *Pacific Camp Family Resources, Inc.***
- Food: Make sure to eat dinner **before arriving Friday night**. Midnight snacks will be provided.

Important Contact Numbers:

- Katie Kirkpatrick, Pacific Camps Junior High Director (805) 901-9810
- Justin Bell, Youth Pastor at Calvary Chapel Nexus..... (805) 231-2709
- Dennis Mingo, Coastline Bible Church Youth Pastor..... (805) 616-0502