



WHISPERING WINDS WAIVER & GENERAL RELEASE

Whispering Winds Catholic Conference Center, Inc. ("WW") is a non-profit corporation that owns and operates the Whispering Winds Camp, 17606 Harrison Park Road, Julian, California 92036. In order to keep our operating costs reasonable, we ask all visitors, guests, volunteers and users of the camp, and the parents of all minor camp users, to sign this Waiver & General Release ("Agreement"). By signing this Agreement, you are waiving and generally releasing all present and future claims against WW, except for claims arising out of the gross negligence or intentional misconduct of WW.

1. Definitions:

- a. "Associated Persons" means present and former officers, directors, shareholders, partners, members, employees, agents, volunteers, accountants, attorneys, insurance carriers, trustees, beneficiaries, executors, administrators, heirs, predecessors-in-interest, and successors-in-interest. "Associated Entities" means affiliated entities, contractors, subcontractors, material suppliers, and professionals (collectively "AP&AE").
- b. "Claims" shall include all claims, rights, demands, damages, liabilities, and causes of action (whether asserted, unasserted, known, unknown, contingent, accrued, or otherwise).
- c. "Costs" shall include all costs, losses, expenses, attorneys' fees, expert witness fees and other fees, interest, and all other obligations.

2. Waiver and General Release:

On behalf of myself and my AP&AE, (i) I waive all present and future Claims and Costs against WW and its AP&AE, and (ii) I generally release WW and its AP&AE from all present and future Claims and Costs, arising out of or related in any way to my presence on or use of the WW camp, or participation in programs, excepting only such Claims and Costs arising solely and exclusively from WW's gross negligence, or knowing and intentional unlawful conduct.

3. Waiver of Civil Code Section 1542:

I acknowledge that the above Waiver and General Release includes Claims and Costs which I do not know or suspect to exist, and I waive all rights which may exist under California Civil Code Section 1542 which provides 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 or her settlement with the debtor.

4. Photo Release:

I grant WW permission to use my name, likeness, photograph, and voice for all purposes, and without compensation to me.

Participant

Participant Signature: _____ Print Name: _____

Address: _____ Date: _____ Tel: _____

Email address of adult: _____

Signature of Parent or Legal Guardian (if Participant is under 18): _____

Print Parent Name: _____ Date: _____ Tel: _____

(One release per adult; for minors in one family, please list)

Minor Name: _____ Minor Name: _____

Minor Name: _____ Minor Name: _____

Authorization:

My child has my permission to engage in all camp activities except as noted. I give permission to the medical personnel selected by WW to order X-rays, routine tests, and treatment; to release records necessary for insurance purposes; and to arrange necessary transportation for my child if I cannot be reached in an emergency. I give permission to the physician selected by WW to administer treatment, including hospitalization. This form may be photocopied and the photocopy may be used for all purposes. I accept full responsibility for any injury my child might receive as a result of camp activities. I will provide my own health and accident insurance.

**Civic Youth Orchestra
Excursion Permit**

Please print information except signatures

Name: _____ Age: _____

Activity: **2011 Symphony and Symphonic Retreat**

Mode of Transportation: Bus

Date: September 3 – 5 2011

Depart from: TBD

Return to: Own Home

Supervising Adults: Kathryn Rodriguez, General Manager; Robert Gilson, Conductor

Dear Parents/Legal Guardian

The supervising adults in charge will take all reasonable precautions in planning and carrying out this trip to ensure the safety and welfare of your child. Students are expected to conduct themselves in a manner that reflects pride in themselves and Civic Youth Orchestra. Students are expected to follow all rules and directions provided by the supervising adults.

All persons making the excursion shall be deemed to have waived all claims against Civic Youth Orchestra, Inc. and Palomar College, their officials, employees, and agents, from and against any and all liability for injury, accident, illness or death occurring during or by reason of the excursion.

_____ has my permission to take part in the
(student's name)

Civic Youth Orchestra sponsored **2011 Symphony and Symphonic Retreat**

_____ (date) _____ (signature of parent/legal guardian)

(_____) _____
(phone number) (relationship to student)
(where you can be reached between September 3th – September 5th 2011)

Alternate name and phone number to be used if you can not be reached:

_____ (name) _____ (relationship to student) _____ (phone number)

Witnessed By: _____

At: _____ Date: _____

Please note any additional non-medical information of which the supervising adults should be aware.

CYO CODE OF CONDUCT

2011 Labor Day Weekend Retreat

On occasion, members of the CYO may participate in activities that require travel, including overnight stays. During these travel opportunities, each member of the CYO is responsible for his/her actions and behavior. Each member is expected to strictly observe the following Code of Conduct established by the CYO and compiled after input from CYO members, staff, parents and board members. These rules are essential for the safety of the group, the right of each participant to benefit from and enjoy the travel opportunity, and the ability of the orchestra to perform up to its full capability. Violations of these rules may result in the offender being sent home at his or her family's own additional expense and/or expulsion from the orchestra.

GENERAL CONDUCT. The CYO is traveling as a group, not as individuals. Each member's conduct reflects upon the group as a whole, and on your family, city and state as well. It is imperative to respect host organizers and their properties. Because this Code of Conduct cannot detail every possible situation, we are counting on all participants to use common sense in avoiding situations and behavior that would put themselves or anyone else at risk.

FREE TIME. On occasion, there will be free time activities. During this free time, each member may participate in specified recreational activities on a purely voluntary basis. By undertaking any activity during free time, each member certifies that they are able to participate in that activity and that they are aware that such participation presents certain risks including the risk of personal injury. Each member who participates in any such activity is willing to assume responsibility for those risks.

DRUGS. The use of any illegal drugs will result in immediate expulsion from CYO and dismissal from the retreat. Parents will be contacted and told to pick up their student or student will be sent home at the parents' expense.

ALCOHOL. As you are aware, consumption of alcohol for individuals under the age of 21 is illegal. The parents of any student caught drinking will be contacted immediately and the student will be sent home at the parents' expense and/or expelled from the orchestra.

SMOKING. Smoking is illegal for anyone under the age of 18, which includes the majority of CYO members. Smoking is not permitted while at any CYO function, including trips, concerts and rehearsals and will not be tolerated.

CURFEW. Curfew and lights out times will be determined and announced by CYO staff and chaperones and must be observed.

ELECTRONICS. If you chose to bring a media storage device, you may use it only with headphones. Please note that CYO is not responsible for lost or stolen equipment and therefore does not encourage students to bring expensive equipment to retreat.

PROMPTNESS. The success of the retreat depends on the responsibility of each participant. In this regard, each member is expected to read and follow the itinerary carefully, arriving promptly at each designated activity. Please anticipate departure times by at least 15 minutes.

UNACCEPTABLE BEHAVIOR. Any travel is intended as a musical and cultural enrichment experience. The success of the Labor Day Weekend Retreat depends in very large part on the responsible and mature conduct of the CYO members. Unacceptable behavior shall include any behavior which is dangerous, unlawful or disruptive to the purposes of the retreat, including, but not limited to, alcohol abuse, drug usage, disregard for the safety of himself/herself or the group, vandalism, etc.

PARENTAL INPUT. If there are any special concerns or matters of which you feel we should be aware, other than medical matters which you listed on your medical form, please indicate them below or address them in a private letter to Kathryn Rodriguez, General Manager. We will keep all such information in strictest confidence. Also, if desired, include a list of activities in which you do not wish your child to participate.

I HAVE READ AND UNDERSTAND THE CONTENTS OF THE CODE OF CONDUCT. I PLEDGE TO BEHAVE IN ACCORDANCE WITH THIS CODE OF CONDUCT.

CYO Member Printed Name: _____

CYO Member Signature: _____ Date: _____

CYO Parent(s) Signature: _____ Date: _____

**Civic Youth Orchestra
Medical Consent Form**
Please print information except signatures

Activity: **2011 Symphony and Symphonic Retreat**

Name of student: _____ Date of birth: _____

Name of parents/legal guardian: _____

Address: _____ Phone: (_____) _____

City State Zip

I, _____, hereby certify that I am the parent/legal guardian of:

(Print Parent/Legal Guardian Name)

_____. I certify that the above named student is covered

(Print Legal Name of Student)

by health/medical and accident insurance with:

_____, _____, _____
(name of insurance carrier) (policy number) (name of policy holder)

I hereby give my consent for the above named student to participate in the CYO sponsored activity stated above and to travel with an authorized representative of CYO on any trips for this activity. In the event that my child becomes ill or is injured in this CYO activity, the CYO representative is authorized and has my consent to authorize any x-ray, examination, anesthetic, medical, or surgical diagnosis or treatment and hospital care which is deemed advisable by, and rendered under the general supervision of a licensed physician. However,

_____, (_____) _____
(name of physician) (phone number)

should be called, if possible, in the case of injury or injuries to this child.

(date) (signature of parent/legal guardian)

(type or print name of parent/legal guardian)

Specific instructions to attending medical personnel:

Please Note:

We need to be advised if your child has a physical or emotional conditions such as epilepsy, diabetes, or asthma, and **ANY SPECIFIC MEDICATION** that they are taking or have with them. This information will remain confidential. We will not be held responsible if anything is withheld in this regard.

Student Name: _____

Physical or emotional conditions or allergies of any kind:

Specific Medications:

Type of Medicine

Dosage/Frequency

Carrying with them
(Yes or No)

Type of Medicine	Dosage/Frequency	Carrying with them (Yes or No)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

May we give Aspirin, Acetaminophen (Tylenol), Ibuprofen (Advil), anti-diarrhea medicine or decongestants if necessary??

Yes: (which ones) _____

No_____

CYO 2011 Labor Day Weekend Retreat

Pack List

- Instrument
- Music
- Instrument accessories (rosin, strings, mutes, grease, etc.)
- Toiletries (toothbrush, toothpaste, face wash, beauty products, hair dryer, shampoo, soap, etc.)
- Clothing: lighter summer clothing, jeans or comfortable pants, light jacket or sweater
(bring clothes that you can layer for various weather conditions.)
- Snack food (optional) (breakfast, lunch and dinner provided)
- Water Bottle, Bug Spray & Flashlight (**needed**)
- Sporting equipment (optional)
There are Tennis Courts, Basketball Courts & Soccer/Frisbee Fields on the property

- Don't forget a towel (there is a pool) and a shower towel
- Sheets and blankets or a sleeping bag

*****Please note you do not need to bring your concert attire!**