



## RELEASE AND WAIVER OF LIABILITY

**Important:** Each volunteer must complete and submit a signed "Release and Waiver of Liability" for each mission trip they participate on with Amigos for Christ.

### **PLEASE READ THE FOLLOWING CAREFULLY. THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS.**

This Release and Waiver of Liability ("the Release") is executed on this \_\_\_\_\_ day of \_\_\_\_\_,

20\_\_\_\_, by \_\_\_\_\_ ("the Volunteer"), in favor of Amigos for Christ, Inc., a nonprofit corporation existing under the laws of the State of Georgia, U.S.A., and its officers, directors, trustees, agents, volunteers, and employees (collectively, "Amigos"), the identities of whom are currently listed on the website <http://www.amigosforchrist.org> and whose names are hereby incorporated by reference herein.

I, the Volunteer, desire to work as a volunteer for Amigos and engage in the activities related to being a volunteer ("Activities"). I understand that my Activities may include but are not limited to the following: construction projects; educational activities; medical-related activities; feeding and clean water programs; traveling to and from worksites, towns, cities or countries; consuming food available and provided; and living in housing provided for volunteers.

I, the Volunteer, hereby freely, voluntarily and without duress execute this Release under the following terms:

#### **1. RELEASE AND WAIVER.**

I, the Volunteer, do hereby release and forever discharge and hold harmless Amigos and their successors and assigns from any and all liability, claims and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from my Activities with Amigos.

I understand and acknowledge that this Release discharges Amigos from any liability or claim that I may have against Amigos with respect to any bodily injury, personal injury, illness, death or property damage that may result from my Activities with Amigos, whether caused by the negligence of Amigos or their officers, directors, trustees, agents, volunteers, employees or otherwise. I also understand that Amigos does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health or disability insurance in the event of injury, illness, death or property damage.

I, the Volunteer, do hereby release and forever discharge Amigos from any claim which arises or may hereafter arise on account of any first aid, treatment or service rendered in connection with my activities with Amigos, or in the case of a minor child, with the decision by any representative or agent of Amigos to exercise the power of consent to medical or dental treatment as such power may be granted and authorized in the Parental Authorization for Treatment of a Minor Child.

#### **2. INDEMNIFICATION.**

I, the Volunteer, agree to indemnify and hold harmless Amigos from and against any losses, costs, damages and expenses resulting from any claims for bodily injury or property damage arising out of my Activities with Amigos.

If the Volunteer is less than 18 years of age (a "minor"), the Volunteer and the parents having legal custody and/or the legal guardians of the Volunteer (the "Guardians") hereby agree to indemnify and hold harmless Amigos for and against any losses, costs, damages and expenses resulting from any claims for bodily injury or property damage to the minor Volunteer and arising out of the Volunteer's Activities with Amigos.

### **3. MEDICAL TREATMENT.**

I, the Volunteer, do hereby release and forever discharge Amigos from any claim or action whatsoever which arises or may hereafter arise on account of any first aid, treatment or service rendered in connection with my Activities with Amigos.

If the Volunteer is less than 18 years of age (a "minor"), the Volunteer and the parents having legal custody and/or the legal guardians of the Volunteer (the "Guardians") also hereby release and forever discharge Amigos from any claim whatsoever which arises or may hereafter arise on account of the decision by any representative or agent of Amigos to exercise the power to consent to medical or dental treatment as such power may be granted and authorized in the Parental Authorization for Treatment of a Minor Child.

I, the Volunteer understand that, except as otherwise agreed to by Amigos in writing; Amigos does not carry or maintain health, medical or disability insurance coverage for any volunteer. Each Volunteer is expected and encouraged to obtain his or her own medical or health insurance coverage. If Volunteer requires medical treatment, Amigos is not responsible for the cost or quality of such treatment of care.

Amigos may (but is not obligated to) take any actions it considers to be warranted under the circumstances regarding Volunteer's health and safety.

Volunteer authorizes Amigos: a) to render first aid to Volunteer; b) to act on the Volunteer's behalf in securing all appropriate medical treatments and medicines for Volunteer; and c) to act on Volunteer's behalf in accepting financial responsibility (which shall be borne solely by Volunteer) for all treatments and medicines secured for Volunteer.

### **4. ASSUMPTION OF THE RISK.**

I, the Volunteer, understand that my Activities may include work that may be hazardous to me, including, but not limited to, the following: construction; loading and unloading; travel to and from the work sites; and exposure to mold, which may cause or worsen certain illnesses, especially if I do not wear protective equipment, am exposed for extended periods of time or have a pre-existing immune system deficiency.

I also understand there is some inherent risk in consuming local foods and living in local accommodations in the city(ies) or country(ies) visited. I further understand I may be traveling to and from locations where there is a risk of terrorism, war, insurrection, criminal activities, inclement weather, disease or other circumstances that could threaten my health or safety. I also understand Amigos is under no obligation to pay ransom or make any other payments to secure the release of hostages.

I hereby expressly and specifically assume the risk of injury or harm in the Activities and release Amigos from all liability for any loss, cost, expense, injury, illness, death or property damage resulting directly or indirectly from the Activities.

### **5. INSURANCE.**

I, the Volunteer, understand that, except as otherwise agreed to by Amigos in writing, Amigos is under no obligation to provide, carry or maintain health, medical, travel, disability, or other insurance coverage for any Volunteer. Each Volunteer is expected and encouraged to obtain his or her own health, medical, travel, disability or other insurance coverage.

### **6. PHOTOGRAPHIC RELEASE.**

I, the Volunteer, do hereby grant and convey unto Amigos all right, title and interest in any and all photographic images and video or audio recordings made by Amigos during my Activities with Amigos, including but not limited to, any royalties, proceeds or other benefits derived from such photographs or recordings.

### **7. MEDIATION.**

Any dispute or claim in law or equity arising out of my Activities and/or this Release or any resulting transaction, including disputes or claims involving Amigos shall be submitted to a neutral, non-binding mediation prior to the commencement of arbitration, litigation, or any other proceeding before a trier of fact. The mediation will be conducted by Peacemaker Ministries, P.O. Box 81130, Billings, Montana 59108. The parties to the dispute or claim agree to act in good faith to participate in mediation. All parties to the mediation shall share equally in its cost. If the

dispute or claim is resolved successfully through mediation, the resolution will be documented by a written agreement executed by all parties. If the mediation does not successfully resolve the dispute or claim, the mediator shall provide written notice to the parties reflecting the same, and the parties may then proceed to seek an alternative form of resolution of the dispute or claim, in accordance with the remaining terms of this agreement and other rights and remedies afforded to them by law.

## **8. OTHER.**

I, the Volunteer, expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Georgia, U.S.A. I further agree that in the event any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining clauses or provisions of this Release, which shall continue to be enforceable. Further, a waiver of a right under this Release does not prevent the exercise of any other right.

This Release shall be governed by the laws of the State of Georgia, U.S.A.

## **9. COVID-19.**

Under Georgia law, there is no liability for any injury or death of an individual participating with our organization if such injury or death results from the inherent risks of contracting COVID-19. You are assuming this risk through your participation.

If Volunteer tests positive for COVID-19 in Nicaragua, Volunteer immediately becomes responsible for all expenses related, but not limited, to lodging, transportation, flight changes and any additional logistics and procedures. Volunteer is responsible for all their needs in Nicaragua including their departure from Nicaragua after testing positive for COVID-19. Amigos for Christ is not responsible for accompanying Volunteer at any time, including during their lodging and any medical treatment after testing positive for COVID-19.

If Volunteer requires medical treatment for COVID-19, Amigos for Christ is not responsible for the cost or quality of such treatment of care. If the Volunteer acquires International Travel Insurance, the Volunteer is responsible for all claims and procedures related.

Amigos for Christ will not and is not obligated to take any actions regarding Volunteer's health and safety upon contracting COVID-19.

I, the Volunteer, agree to indemnify and hold harmless Amigos for Christ from and against any losses, costs, damages and expenses resulting from contracting COVID-19 arising from traveling to Nicaragua.

## **10. VOLUNTEER ACKNOWLEDGEMENT FOR THE PROTECTION POLICY FOR CHILDREN AND VULNERABLE ADULTS.**

Amigos for Christ considers all forms of abuse towards Children<sup>1</sup> and Vulnerable Adults<sup>2</sup> to be unacceptable and recognizes that it has a duty to safeguard children and vulnerable adults with whom it works and who participate in Amigos for Christ's activities and programs. Amigos for Christ has adopted a Policy for Protection of Children and Vulnerable Adults (the "Policy") which can be found at [www.amigosforchrist.org/safe](http://www.amigosforchrist.org/safe). This Policy sets out the measures Amigos for Christ takes to safeguard Children and Vulnerable Adults. Amigos for Christ wants to make you aware that it maintains this Policy, and in keeping with this Policy, we require that all volunteers acknowledge that:

- you will not be alone with any unrelated Child or Vulnerable Adult unless it is necessary to protect the safety of the Child or Vulnerable Adult;

- you will set the expectation with all Children or Vulnerable Adults for whom you are responsible that they will not be required or asked to be alone with an adult while on Amigos for Christ's property or doing work with Amigos for Christ. You will also inform them if they are asked by an adult to be alone with them, they should say no and should let you know about that;

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<sup>1</sup> A "Child" is anyone under the age of 18.

<sup>2</sup> A "Vulnerable Adult" is a person 18 years of age or older whose ability to perform the normal activities of daily living or to provide for their own care or safeguarding is impaired due to one or more of the following: (1) life circumstances, (2) a mental, emotional, sensory, long-term physical, or developmental disability or dysfunction, or (3) the infirmities of aging.

- you will not engage in any form of abuse with respect to a Child or Vulnerable Adult, whether such abuse be physical, emotional, or sexual in nature. This includes any actual or threatened physical and mental abuse, grooming, and any exploitation of a Child or Vulnerable Adult.

- we do not expect that you will witness any inappropriate behavior while volunteering for Amigos for Christ, but if you do witness any such abuse or threatened abuse, you must report such immediately to a member of the Amigos for Christ staff. While it will be Amigos for Christ's responsibility to follow its Policy for dealing with such matters, you agree to cooperate and assist as Amigos follows its policy.

- for adults who are volunteers, you agree that you will not maintain contact through social media, phone, email or other medium, with Children or Vulnerable Adults that you meet through Amigos unless such contact is made with the parents'/legal guardians' ongoing consent and all contact must always be appropriate in subject matter.

**To express my understanding of this Release, I sign here with a witness.**

Volunteer: Name (please print): \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: (H)\_\_\_\_\_ (C) \_\_\_\_\_ E-mail:\_\_\_\_\_ DOB:\_\_\_\_\_

Witness: Name (please print): \_\_\_\_\_

Signature: \_\_\_\_\_

**EVERYONE MUST COMPLETE THE ABOVE SECTION.**

**THE FOLLOWING SECTIONS MUST BE COMPLETED IF THE VOLUNTEER IS UNDER 18 YEARS OF AGE AT TIME OF TRAVEL:**

**IMPORTANT:** If the Volunteer is younger than 18 years of age, both parents or guardians must also sign this Release and Waiver of Liability with a witness. Also, both parents or guardians must complete the "Parental Authorization for Treatment of, and Travel With, a Minor Child". If only one parent or guardian executes this Release on behalf of a Volunteer who is under 18 years of age, then the undersigned parent or guardian of the Volunteer hereby covenants, warrants, represents and agrees that he or she is executing this Release on behalf of, and as agent for, any other individual who may be a parent or guardian of the Volunteer, and that by executing this Release, the undersigned is binding himself/herself, the Volunteer and any other parent or guardian of the Volunteer, and all of their heirs, executors, personal representatives, assigns and estates to this Release.

Parent/Guardian#1: Name (please print): \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Witness: Name (please print): \_\_\_\_\_

Signature: \_\_\_\_\_

Parent/Guardian #2: Name (please print): \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Witness: Name (please print): \_\_\_\_\_

Signature: \_\_\_\_\_

**IF APPLICABLE:** School/Organization travelling with for this trip: \_\_\_\_\_

**EMERGENCY CONTACT INFORMATION**

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: (H)\_\_\_\_\_ (C/W) \_\_\_\_\_ E-mail\_\_\_\_\_

This RELEASE, WAIVER OF LIABILITY and the following PARENTAL AUTHORIZATION FOR TREATMENT OF, AND TRAVEL WITH, A MINOR CHILD sworn to and subscribed before me by \_\_\_\_\_ and \_\_\_\_\_,

the Parent(s) or Legal Guardian(s) of \_\_\_\_\_, a minor child, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**11. PARENTAL AUTHORIZATION FOR TREATMENT OF, AND TRAVEL WITH, A MINOR CHILD.**

I/We, \_\_\_\_\_, am/are the parent(s) or legal guardian(s) having custody of \_\_\_\_\_, a minor child. As such parent(s) or legal guardian(s), I/we hereby authorize and appoint \_\_\_\_\_, an adult in whose care the minor child has been entrusted or a duly authorized agent of Amigos for Christ, Inc., as my agent to act for me with respect to my minor child and in my name in any way I could act in person to make any and all decisions for me with respect to my minor child, concerning my minor child's personal care, medical treatment, hospitalization and health care and to require, withhold or withdraw any type of medical treatment or procedure, including X-ray examination, anesthetic, medical or surgical diagnosis or treatment which may be rendered to my minor child under the general or special supervision and on the advice of any physician or surgeon licensed to practice in the state or country in which the treatment is sought. My agent shall have the same access to my minor child's medical records that I have, including the right to disclose the contents to others.

I/we hereby authorize and appoint my agent to travel with my minor child to \_\_\_\_\_ [insert location], and for my minor child to serve as a volunteer with Amigos for Christ, Inc., and participated in any Activity on a voluntary basis, without compensation.

1) Parent or Guardian: \_\_\_\_\_ Witness: \_\_\_\_\_ Date: \_\_\_\_\_

2) Parent or Guardian: \_\_\_\_\_ Witness: \_\_\_\_\_ Date: \_\_\_\_\_

**This Release shall be governed by the laws of the State of Georgia, U.S.A.**