

Assumption of Risk, Release & Waiver of Claim

(To be filled out participant or parent/guardian if participant is under 18)

WARNING: THIS DOCUMENT AFFECTS LEGAL RIGHTS, INCLUDING YOUR RIGHT TO SUE, AND CREATES LEGAL RESPONSIBILITIES. PLEASE READ CAREFULLY.

PREPARED THIS ____ DAY OF _____ 20 ____
TO: THE CHRISTIAN & MISSIONARY ALLIANCE IN CANADA ("C&MA")

In consideration of the C&MA accepting the application for, and allowing _____ to participate in, an Excursion to _____ (the "Excursion") being organized by the C&MA, and which is expected to begin on or about _____, I, _____, agree to the terms of this Assumption of Risk, Release and Waiver of Claim (collectively the "Agreement"). In particular:

1. ASSUMPTION OF RISK

I ACKNOWLEDGE AND AGREE THAT participation in the Excursion involves potential dangers, risks and hazards (the "Risks") that include, but are not limited to:

- a) death or injury occurring through vehicle accidents during transportation between various communities
- b) death or injury due to activities related to construction work or other community development activity
- c) death or injury due to the handling and usage of equipment and supplies
- d) death, injury or illness from consumption of unsanitary food and water
- e) death, physical or mental injury, abnormal development or illness to myself and/or any future children due to the contraction of a communicable or infectious disease including but not limited to yellow fever, malaria, dengue, zika, microcephaly, chikungunya, ebola and HIV/AIDS.
- f) death, mental or physical injury or personal loss incurred as a result of political instability, criminal violation, terrorism and hostile environments
- g) death, injury or personal loss incurred as a result of a hurricane, volcanic eruption, an earthquake, tsunami or other type of natural disaster

I FURTHER ACKNOWLEDGE AND AGREE THAT participation in the Excursion is entirely at the participant's own risk and I freely accept all the inherent risks of participating in the Excursion and the possibility of personal injury, death, kidnapping, assault, property damage and loss resulting therefrom.

I FURTHER ACKNOWLEDGE AND AGREE THAT participation is dependent on full disclosure of any and all preexisting medical conditions via the form attached labeled "Medical and Emergency Contact Form".

I FURTHER ACKNOWLEDGE AND AGREE THAT the C&MA's acceptance of _____'s involvement as a participant in the Excursion does not and will not make me an agent, contractor, employee or partner of the C&MA and the C&MA will not be obliged to assume any responsibility for the participant's welfare in the event of detention

by lawful or unlawful means and that the C&MA's policies prohibit the C&MA from submitting to any form of extortion to obtain release or otherwise ensure or protect safety or wellbeing if taken hostage or otherwise victimized during the Excursion.

2. RELEASE AND WAIVER OF CLAIM

I WAIVE ANY AND ALL claims I may now, and in the future, have against, and release and discharge from all liability, and agree not to sue, the C&MA, its members, directors, affiliates, officers, employees, volunteers, agents, representatives, and each of them and their respective agents, executives, administrators, representatives, heirs, successors and assigns (the "Releasees"), with respect to any and all liability, costs (including legal costs), claims, damages, demands, actions and causes of action of whatever kind which might arise from or in connection with my participation in the Excursion including, without limitation, any personal mental or physical injury, illness, death, property damage, loss of personal freedom or financial loss or other loss suffered by me or any other family members or dependents, arising, directly or indirectly, from my participation in the Excursion, whether foreseen or unforeseen and regardless of the cause thereof including, without limitation, negligence or partial negligence on the part of the Releasees or any of them but excluding willful misconduct;

I FURTHER ACKNOWLEDGE AND AGREE that the C&MA along with its licensees and assigns, without limitation, may use, publish, reproduce, broadcast, transmit, televise, record, sell, distribute and display any written accounts or depictions, motion and/or still pictures or other materials in which the participant may appear or be mentioned or included, in regard to the Excursion and I waive and release any right or claim I may have to receive any compensation or reimbursement in regard to any of the foregoing, whether I was involved in the creation or production of any of such and regardless of whether any obligation arises under or by virtue of statute or otherwise including moral rights.

I FURTHER ACKNOWLEDGE AND AGREE that the information I have provided will be used by the C&MA to inform me of programs and projects, to help and encourage me spiritually, and to provide me with opportunities to be involved in and support the C&MA work. I will contact the C&MA at (416) 674-7878 or email envision@cmacan.org if I do not want my information to be used for the purposes described.

3. UNDERSTANDING

I DECLARE that I fully understand the terms of this Agreement and that I have not been influenced by any representations or statements made by or on behalf of the C&MA not recorded in this document.

I CONFIRM THAT I am the full age of 18 years and I have read and understood the Agreement prior to signing it and I agree that the Agreement will be binding upon my heirs, next-of-kin, executors, administrators and successors. I am aware that by signing this Agreement I am releasing and waiving certain legal rights, including the right to sue and to be awarded potentially substantial damages, which I or my heirs, next-of-kin, executors, administrators and assigns have or may have against the Releasees.

I CONFIRM THAT I am the parent/guardian of the participant who is under the age of 18 years and I have read and understood the Agreement prior to signing it and I agree that the Agreement will be binding upon my heirs, next-of-kin, executors, administrators and successors. I am aware that by signing this Agreement I am releasing and waiving certain legal rights, including the right to sue and to be awarded potentially substantial damages, which I or my heirs, next-of-kin, executors, administrators and assigns have or may have against the Releasees.

I AFFIRM that in all matters I will defer to the leadership of the C&MA International Workers.

4. COMPLETE AGREEMENT

I UNDERSTAND AND AGREE that this Agreement contains the entire agreement between the C&MA and the participant and that the terms of this Agreement are contractual and not merely a recital. I agree that I am signing this agreement freely, voluntarily and without duress.

DATED at _____, this _____ day of _____, 20_____.

Participant Name

Signature of Participant

Name of Parent/Guardian if under 18

Signature of Parent/Guardian if Under 18