

# RELEASE, WAIVER OF LIABILITY, AND ARBITRATION AGREEMENT



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

In consideration of But God Ministries' ("BGM") acceptance of my participation in any Mission Trip, taken during the calendar year this document is executed and taken during any future years, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged I, the undersigned, execute this Release and Waiver of Liability (the "Release") in favor of BGM, the directors, officers, representatives, members, agents, employees, staff and volunteers of BGM and their respective affiliates (hereinafter collectively "Releasees"). I., the undersigned, desire to participate in the mission trips for But God Ministries ("Mission Trip") and engage in the activities related to participating in the Mission Trip ("Activities"). I understand that my Activities may include, but are not limited to, the following: working in Haiti; traveling to and from worksites, towns, cities or countries; consuming food available or provided; living in housing provided for volunteers; constructing residential buildings; other construction-related activities; working on residential water wells and supply; and other humanitarian and healthcare related activities. I, the undersigned, hereby freely, voluntarily and without duress execute this Release under the following terms:

## 1. RELEASE AND WAIVER.

I, the undersigned, do hereby release and forever discharge and hold harmless Releasees 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 the Mission Trip. I understand and acknowledge that this Release discharges Releasees from any liability or claim that I may have against Releasees with respect to any bodily injury, personal injury, illness, death or property damage that may result from my Activities on the Mission Trip, whether caused by Releasees or their officers, directors, employees, agents or otherwise. I also understand that Releasees do 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.

It is the policy of BGM that children under the age of 16 not be allowed on a Mission Trip. It is further the policy of BGM that, while children between the ages of 16 and 18 may be allowed to participate in construction work, certain activities, including but not limited to using equipment and power tools, is not permitted by anyone under the age of 18.

I, the undersigned hereby release and forever discharge Releasees 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 Mission Trip, or in the case of a minor child, with the decision by any representative or agent of BGM to exercise the power of consent to medical or dental treatment as such power may be granted and authorized in the Medical Authorization and Parental Authorization for Treatment of a Minor Child.

## 2. INDEMNIFICATION.

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

## 3. MEDICAL TREATMENT RELEASE/AUTHORIZATION TO HEALTH CARE DECISIONS.

I, the undersigned, do hereby release and forever discharge Releasees 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 the Mission Trip. I, the undersigned, acknowledge and agree that participation in this mission trip subjects me to the possibility of physical illness, injury (minimal, serious,

catastrophic and/ or death), and loss, that there is no assurance of access to medical care or adequate medical facilities, and that I, acknowledge I am assuming the risk of such illness or injury by participating in the Mission Trip. In the event of such illness or injury, I authorize BGM to obtain necessary medical treatment for me (including but not limited to hospitalization, injections, medication, anesthesia, and surgery) by any physician, dentist or other health care provider selected by the authorized representative of BGM and hereby, release and hold harmless Releasees in the exercise of this authority. I further acknowledge and understand that I will be responsible for any and all medical and related bills (including but not limited to all costs and expenses related to medical evacuation) that may be incurred on my behalf for any illness, injury, or loss that I may sustain during the Mission Trip and while traveling to and from the site for the Mission Trip whether or not the Mission Trip actually occurs. I further acknowledge that BGM shall act as the personal representative for me for purposes of the HIPAA privacy rule, for the purpose of making any health care decisions and for purposes of access to protected health information necessary in relation to the Mission Trip. If the participant is less than 18 years of age (a "minor"), the participant and the Guardians also hereby release and forever discharge Releasees from any claim whatsoever which arises or may hereafter arise on account of the decision by the authorized representative selected by BGM to exercise the power to consent to medical or dental treatment as such power may be granted and authorized in a Parental Authorization for Treatment of a Minor Child.

I, the undersigned understand that, except as otherwise agreed to by BGM in writing, BGM does not carry or maintain health, medical or disability insurance coverage for any participant. Each participant is expected and encouraged to obtain his or her own medical or health insurance coverage.

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

I, the undersigned, understand that my Activities may include work that may be hazardous to me, including, but not limited to, the following: construction; operating equipment; loading and unloading supplies and building materials: and travel to and from the work sites for the Mission Trip. I also understand and recognize that the activities and travel inherent in the Mission Trip involve danger, injury, loss, risk of violent crime, and lack of access to medical care and adequate medical facilities. I am aware that the Department of State has advised that U.S. citizens, non-governmental organization workers and missionaries may be subject to serious risk and dangers, including but not limited to the risk of violent crime. I further understand and recognize that there is inherent risk in consuming local foods and living in local accommodations in the city(ies) or country(ies) involved with participation in the Mission Trip. I further understand I may be traveling to and from locations where there is a risk of terrorism, war, insurrection, criminal activities, inclement weather or other circumstances that could threaten my health or safety. I also understand Releasees are 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, harm and/or loss in the Activities and release Releasees 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 undersigned, understand that, except as otherwise agreed to by BGM in writing, BGM is under no obligation to provide, carry, or maintain health, medical, travel, disability, or other insurance coverage for any participant. Each participant is expected and encouraged to obtain his or her own health, medical, travel, disability or other insurance coverage.

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

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

#### **7. ARBITRATION AGREEMENT.**

I, the undersigned expressly acknowledge and understand that, by signing this Arbitration Agreement, I am agreeing to substitute one legitimate forum (arbitration) for another (litigation), and thereby am waiving my right to have any disputes resolved in court. This substitution involves no surrender, by either party, of any other substantive statutory or common law benefit, protection or defense. As such, either party may submit any dispute arising from this agreement or from any participation in the Mission Trip to binding arbitration to be conducted in Jackson, MS, under the auspice and rules of the American Arbitration Association.

**8. OTHER.**

I, the undersigned, expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Mississippi, USA, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Mississippi, USA. 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.

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

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

**IF YOU ARE UNDER 18 YEARS OLD**, you are considered a minor and this release must be signed by BOTH PARENTS and/or GUARDIANS (and spouse, if minor is married). *(Skip this section if you are 21 or older.)*

Please check if only one parent is signing and you have sole custody or if the other parent is deceased.

Name(s) of Parent(s) or Legal Guardian(s) \_\_\_\_\_

\_\_\_\_\_  
Signature of Minor's Parent (or Guardian) #1

\_\_\_\_\_  
Signature of Minor's Parent (or Guardian) #2

Signature of the Minor's Spouse if the Minor is Married: \_\_\_\_\_