

# Release and Waiver of Liability



I am  a volunteer trip participant eighteen (18) years of age or older  a/the legal guardian of a volunteer trip participant, and this RELEASE is binding on me and my executor, administrators, heirs and assigns.

I desire to travel to one or more foreign countries in cooperation with Orphan Outreach. Orphan Outreach is organizing the mission trip and it is my desire, in recognition of this valuable service to me, that Orphan Outreach and its employees, representatives and directors (the "Released Parties") have no legal exposure. Therefore, I covenant and agree as follows:

To the fullest extent permitted by law, I, on behalf of myself, my family, my estate, and each of such person's heirs, executors, administrators, successors, affiliates, and assigns (together with myself, the "Releasing Parties") fully, unconditionally, and without reserve, release, and forever discharge, the Released Parties from any and all claims, demands, losses, costs, expenses, including attorneys' fees and expenses, obligations, liabilities, deficiencies, or damages of every kind and nature whatsoever, known or unknown, now existing or that may arise in the future, which arise out of or are attributable to or in any way based upon or related to my taking part in a mission trip with Orphan Outreach. I UNDERSTAND AND ACKNOWLEDGE THAT THE CLAIMS BEING RELEASED HEREUNDER INCLUDE, WITHOUT LIMITATION, CLAIMS, IF ANY, BASED UPON OR IN ANYWAY RELATED TO THE NEGLIGENCE OF ORPHAN OUTREACH, AND/OR ANY OR ALL OF THE RELEASED PARTIES.

The Releasing Parties agree, jointly and severally, to indemnify and hold harmless Orphan Outreach from and against any and all costs, liabilities, expenses, including attorneys' fees and expenses, damages, claims, losses, and actions arising out of any matter released or purported to be released by the Releasing Parties herein, whether or not such costs, liabilities, expenses, damages, claims, losses, or actions arise out of the sole or contributory negligence of any of Released Parties. I understand, without limiting the foregoing, that this means that I will make sure Orphan Outreach and its employees, representatives and directors never have any loss as a result of their activities, even if negligent.

The mission of Orphan Outreach is to glorify the Lord Jesus Christ by ministering to orphans around the world, particularly children affected by the AIDS crisis, by meeting spiritual, physical, emotional and educational needs. I understand and agree with this mission statement. I am willing to be led by the authority of the Orphan Outreach staff and its representatives and will abide by the rules and policies of Orphan Outreach.

I understand that travel, particularly for mission purposes, may involve significant risks and that travel to some areas of the world involves greater health and safety risks than general international travel. My signature on this RELEASE, and my participation in any such activity associated with the mission trip indicates that I have to my full satisfaction obtained all information necessary for me to assess the risk and to willingly participate.

Furthermore, I give Orphan Outreach and its representative(s) authority to request and authorize medical and/or hospital treatment for the benefit of me in the event of any injury or sickness sustained by me while on any such mission trip or during any activity on or related to such mission trip, including, without limitation, while traveling to and from any foreign country.

I understand that secondary insurance, including emergency medical evacuation insurance, may be purchased by Orphan Outreach for volunteer trip participants serving with Orphan Outreach on an international mission trip. I understand that the coverage provides a basic level of protection and is not intended to replace any personal insurance that I may have. In case of an incident, I agree to pay for all such treatment and to reimburse Orphan Outreach for all costs and expenses incurred by it with respect to such treatment. In the event of such an emergency, I understand that Orphan Outreach will notify the named emergency contact from my mission trip application as soon as reasonably possible. I have submitted in my application the name and address of my designated beneficiary for the purchase of secondary insurance. I understand that this is the person to whom life insurance benefits would be paid in the unlikely event I die while serving with Orphan Outreach.

International acts of terrorism, violence and kidnapping are a tragic part of current reality. I agree with Orphan Outreach that governments, organizations, and individuals have a common interest in not giving in to terrorist demands. I agree with Orphan Outreach that concessions, whenever made, only encourage further attacks and put additional people at risk. I understand that in the event that I am held as hostage or a victim of kidnapping, Orphan Outreach will use every legitimate means to secure my release but will not make any concessions to terrorists nor negotiate payment of ransom for my release.

Each Releasing Party agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of Texas and that if any portion of this release, waiver, and indemnity agreement is held invalid, the balance will, notwithstanding, continue in full legal force and effect. I agree with any claim or dispute arising from or related to this Mission Trip Release and waiver of Liability or any mission trip in which I participate shall be governed by Texas law and applicable laws of the United States. The venue for resolving such disputes shall be Dallas, Texas.

\_\_\_\_\_  
Full Name of Trip Participant (Please print)

\_\_\_\_\_  
Trip Code

\_\_\_\_\_  
Signature of Trip Participant or Legal Guardian

\_\_\_\_\_  
Date