## Adult Release of Liability and Waiver of Rights



Teen Missions International, Inc. 885 E. Hall Road, Merritt island, FL 32953 Tel: (321)453-0350 Fax: (321)452-7988 teenmissions.org

BY SIGNING THIS DOCUMENT, I HEREBY WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE TEEN MISSIONS INTERNATIONAL, INC., A FLORIDA NOT FOR PROFIT CORPORATION.

ACTIVITY:	DATE OF ACTIVITY:			
(Including any transportation to and from	n the Activity)			
A. <u>PERSONAL INFORMATION</u>				
Full Legal Name	Date of Birth	Phone	Emergency Contact Name	Phone

B. <u>COVENANTS AND AGREEMENTS</u>. I hereby irrevocably and unconditionally agree for myself, my personal representatives, my heirs, next-ofkin, insurers, successors and assigns, as follows:

1. **ASSUMPTION OF RISK.** It is my choice to participate in the Activity named above and such decision is made knowingly, voluntarily, and made for my personal enjoyment. I understand that participation in the Activity involves inherent risks and dangers of accidents, rescue operations, emergency treatment, property loss or damage, serious personal and bodily injury, death, and severe personal and economic losses. These may result not only from my own actions, inactions, or negligence, but also from the actions, inactions, or negligence of others, or the condition of the facilities, equipment or vehicles. Further, I acknowledge there may be other risks not known to me or reasonably foreseeable at this time. THIS MEANS I UNDERSTAND AND I HAVE CONSIDERED THE RISKS INVOLVED, AND I VOLUNTARILY AND FREELY CHOOSE TO ASSUME THESE RISKS.

2. **RELEASE FROM LIABILITY.** I fully and forever release and discharge Teen Missions International, Inc. and its respective affiliates, directors, officers, employees, volunteers, agents, and insurers (collectively referred to in this Release and Waiver as "**Teen Missions**") from any and all injuries (including death), losses, damages, claims (*including negligence claims*), demands, lawsuits, expenses, and any other liability of any kind, of or to me, my property, or any other person, directly or indirectly arising out of or in connection with my participation in the Activity. **THIS MEANS I AM MAKING THIS RELEASE FROM LIABILITY EVEN IF ANY CLAIMS I MAY HAVE ARE A RESULT OF THE NEGLIGENCE, INJUDICIOUS ACT, OMISSION OR OTHER FAULT OF TEEN MISSIONS. NOTWITHSTANDING THE FOREGOING, THIS WAIVER DOES NOT RELEASE TEEN MISSIONS FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.** 

3. INDEMNITY. I will defend, indemnify, hold harmless and reimburse Teen Missions from and for all damages, losses, costs, or expenses (including legal fees) incurred by Teen Missions or paid by them to any person (including me or my insurers) in respect of any accident, injury (including death), loss, or property damage, however caused resulting from, arising out of, or otherwise in connection with my participation in the Activity. THIS MEANS I WILL REIMBURSE TEEN MISSIONS IF ANYONE MAKES A CLAIM AGAINST TEEN MISSIONS IN CONNECTION WITH THE MY PARTICIPATION IN THE ACTIVITY.

4. COVENANT NOT TO SUE. I will not initiate any claim, lawsuit, court action or other legal proceeding or demand against Teen Missions, nor join or assist in the prosecution of any claim for money or other damages which anyone may have, on account of injuries (including death), losses, or damages sustained by me, other parties or my (or others) property in connection with my participation in the Activity, and I waive any right I may have to do so. THIS MEANS THAT I CANNOT SUE TO HOLD TEEN MISSIONS RESPONSIBLE FOR ANY INJURY, LOSS, OR DAMAGE SUSTAINED BY ME, OTHER PARTIES OR OUR (OR OTHERS') PROPERTY IN CONNECTION WITH THE ACTIVITY, EVEN IF IT IS DUE TO THE NEGLIGENCE, INJUDICIOUS ACT, OMISSION OR OTHER FAULT OF TEEN MISSIONS. I waive my insurers' right to make a claim against Teen Missions based on payments by insurers to me or on my behalf for any reason. THIS MEANS MY INSURERS HAVE NO RIGHTS OF SUBROGATION AGAINST TEEN MISSIONS.

5. **MEDICAL EXPENSES.** I hereby consent to receive medical treatment which may be deemed necessary in the event of any illness, accident or injury or medical emergency resulting from or in connection with my participation in the Activity and understand that I am solely responsible for all costs related to such medical treatment or medical transportation; and will reimburse Teen Missions for any medical expenses paid on my behalf.

6. **PUBLICITY.** I hereby grant Teen Missions, without limitation, the right to use my name and likeness in connection with the Activity for any publicity without further compensation or permission.

I HAVE READ THIS RELEASE OF LIABILITY AND WAIVER OF RIGHTS, INCLUDING THE COVENANTS AND AGREEMENTS CONTAINED HEREIN, FULLY UNDERSTAND ALL THE TERMS, UNDERSTAND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING BELOW, AND HAVE SIGNED THIS RELEASE, INCLUDING THE COVENANTS AND AGREEMENTS CONTAINED HEREIN, FREELY AND VOLUNTARILY AND WITHOUT INDUCEMENT, ASSURANCE OR GUARANTEE OF ANY NATURE BEING MADE TO ME.

I HEREBY WARRANT THE TRUTH OF THE ABOVE STATEMENTS AND I DECLARE THAT I HAVE NOT WITHHELD ANY INFORMATION THAT WOULD INFLUENCE THE DECISION OF TEEN MISSIONS IN ALLOWING ME TO PARTICIPATE IN THE ACTIVITY, INCLUDING, WITHOUT LIMITATION, TO DRIVE VEHICLE PROVIDED BY ME, TEEN MISSIONS OR OTHER PARTIES.

Date

## **Emergency Contact**

1st C	onact
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Name	Relationship	Phone	Email
2nd Conact			
Name	Relationship	Phone	Email
3rd Conact			
Name	Relationship	Phone	Email

THE PARTICIPANT HAS READ THIS RELEASE OF LIABILITY AND WAIVER OF RIGHTS, INCLUDING THE COVENANTS AND AGREEMENTS CONTAINED HEREIN, FULLY UNDERSTANDS ALL THE TERMS, UNDERSTAND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING BELOW, AND HAVE SIGNED THIS RELEASE, INCLUDING THE COV-ENANTS AND AGREEMENTS CONTAINED HEREIN, FREELY AND VOLUNTARILY AND WITHOUT INDUCEMENT, ASSURANCE OR GUARANTEE OF ANY NATURE BEING MADE TO ME.

THE PARTICIPANT HEREBY WARRANTS THE TRUTH OF THE ABOVE STATEMENTS AND I DECLARE THAT I HAVE NOT WITHHELD ANY INFORMATION THAT WOULD INFLUENCE THE DECISION OF THE ORGANIZATION IN ALLOWING ME TO PARTICIPATE IN THE MISSION TRIP.

Participant Signature	Participant Name		Date	
STATE OF				
COUNTY OF				
The foregoing instrument was ac	knowledged before me this	day of,	20, by	
		Notary Public		
		My Commission Expire	s:	
Personally Known o	r Produced Identification			