

# Liability release form

## BAJA MISSIONS, INC.

### RELEASE AND WAIVER OF LIABILITY

*This is a legal document that affects your legal rights!*

*PLEASE READ CAREFULLY*

**THIS RELEASE AND WAIVER OF LIABILITY** (the "Release") executed on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by [your name] \_\_\_\_\_ (the "Volunteer") and, if the Volunteer is a minor, the Volunteer's Parent or Guardian, in favor of Baja Missions, Inc., staff, agents, and board of directors.

The Volunteer desires to work as a volunteer for Baja Missions and engage in activities related to being a volunteer in the Baja region of Mexico (the "Activities"). The Volunteer understands that the Activities may include constructing and rehabilitating residential and church buildings, loading and unloading building materials, working in churches, visiting Baja area residents in their homes, living in housing provided for Baja Mission volunteers, engaging in teaching endeavors, etc.

The Volunteer hereby freely, voluntarily, and without duress executes this Release under the following terms:

**Release and Waiver.** Volunteer does hereby release, forever discharge, hold harmless, and covenant not to sue, Baja Missions, 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 Volunteer's Activities with Baja Missions.

Volunteer understands that this Release discharges Baja Missions from any liability or claim that the Volunteer may have against Baja Missions with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Volunteer's Activities with Baja Missions, whether caused by Baja Missions, Inc., The Mayfair Church of Christ, and/or their respective elders, employees, ministers, officers, interns, members, trustees, and agents, or otherwise. Volunteer also understands that Baja Missions does not assume any responsibility for or obligation to provide medical, financial, or other assistance, including but not limited to medical, health, disability or life insurance in the event of injury, illness or death.

**Medical Treatment.** Volunteer does hereby release and forever discharge Baja Missions from any liability or claim whatsoever which arises or may hereafter arise on account of any first aid, medical, or other treatment or service rendered in connection with the Volunteer's Activities with Baja Missions.

**Assumption of the Risk.** The Volunteer understands that the Activities may involve conditions and circumstances that pose some risk or hazard for the Volunteer, including, but not limited to, construction, loading and unloading, transportation to and from the Activity sites, unsafe and unsanitary conditions, etc.

Volunteer hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases Baja Missions from all claims and liability for injury, illness, death, or property damage resulting from the Activities.

**Insurance.** The Volunteer understands that, unless otherwise agreed to by Baja Missions in writing, Baja Missions does not carry or maintain health, medical, disability, or life insurance coverage for any Volunteer. Each Volunteer is expected and encouraged to obtain his or her own medical, health, disability or life insurance coverage.

**Photographic Release.** Volunteer does hereby grant and convey unto Baja Missions all right, title, and interest in any and all photographic images and video or audio recordings made by Baja Missions during the Volunteer's Activities with Baja Missions, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

**Other.** Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Alabama and that this Release shall be governed by and interpreted in accordance with the laws of the State of Alabama. Volunteer agrees that in the event that 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 provisions of this Release which shall continue to be enforceable.

**Parental Consent.** The undersigned Parent or Guardian, having legal custody of \_\_\_\_\_, a minor (date of birth: \_\_\_\_\_), having been informed about the nature of the volunteer Activities, as set forth above, does hereby (1) consent and agree to my son's/daughter's participation in such Activities, and (2) release, forever discharge, hold harmless, and covenant not to sue, Baja Missions, Inc., staff, agents, and board of directors from and against any and all liability, losses, claims, for bodily injury, personal injury, illness, death, or property damage resulting from my son's/daughter's participation in such Activities, whether caused by the negligence of any individual associated with Baja Missions or otherwise. IN WITNESS WHEREOF Volunteer, and if Volunteer is a minor, Volunteer's parent or guardian, have executed this Release as of the day and year first above written.

#### **VOLUNTEER**

Name \_\_\_\_\_

Signature \_\_\_\_\_

Address \_\_\_\_\_

City State Zip \_\_\_\_\_

Phone \_\_\_\_\_

Phone \_\_\_\_\_

Add me to email list \_\_\_\_\_

Group Affiliation (if any) \_\_\_\_\_

Insurance Co. \_\_\_\_\_

#### **VOLUNTEER'S PARENT/GUARDIAN**

Name \_\_\_\_\_

Signature \_\_\_\_\_

#### **EMERGENCY CONTACT**

Name \_\_\_\_\_

Phone \_\_\_\_\_

Phone \_\_\_\_\_

Witness Signature \_\_\_\_\_