

**Youth Outreach Ministry, Inc.  
Heartland Baptist Missions, Inc.**

**RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISKS AGREEMENT (“WAIVER”)**

**BACKGROUND**

- A. Youth Outreach Ministry, Inc., a Florida not-for-profit corporation (“YOM”), has agreed to sponsor and permit \_\_\_\_\_ (“Participant”) to participate in a YOM missionary trip to various locations to teach Christianity (collectively, “Trip”) in other countries. This Trip sponsorship is an exceptional opportunity for Participant, but it is not without certain risks, dangers, hazards, and liabilities (collectively, “Risks”) to all participants. These Risks include, but are not limited to: personal injury, illness, property damage and loss, and potential harmful acts of third parties. All participants in a YOM-sponsored Trip are required to sign this Waiver.
- B. Participant is not an employee, agent, or independent contractor of YOM. Participant is an able-bodied student or leader who seeks and desires to participate in the Trip with YOM, fully aware of the Risks involved in such activity.
- C. A leader’s only responsibility is to help guide the other participants on the Trip.
- D. Heartland Baptist Missions, Inc. may provide travel arrangements and related travel planning services for the Participates (“Heartland”) to go on the missionary trip.
- E. In consideration of receiving the sponsorship to participate in the Trip as referenced above, Participant agrees as follows:

**AGREEMENT**

1. Participant understands that in addition to Risks listed in Paragraph A, above, Participant may also be exposed to dangerous and/or different conditions (“**Dangerous Conditions**”) from what Participant is accustomed to during the Trip. These Dangerous Conditions include, but are not limited to: diseases, different political and justice systems, poor or no communication or transportation systems, unhealthy or unsafe drinking water, foods that do not meet the safety standards of the United States, no police protection, poor or no medical services or facilities, extreme weather conditions, lack of adequate housing, protests, terrorism, violence, civil unrest, problems related to customs laws of different countries, language barriers, and dangerous or defective transportation, whether public or private.

2. Participant is aware of the Risks and Dangerous Conditions and **FREELY ACCEPTS AND FULLY ASSUMES THE LIABILITY** for all such Risks and Dangerous Conditions.

3. Participant **RELEASES, WAIVES, and DISCHARGES** YOM its officers, directors, agents, volunteers, employees, attorneys, leaders and representatives (“**Releasees**”) from any and all liability, claims, demands, arrests, criminal charges, actions, and causes of action arising out of or related to any loss, damage, disability, or injury, including death, sustained by Participant or any property belonging to Participant while participating in the Trip, or sustained by any family member of Participant as a result of Participant’s participation in the Trip. **Participant assumes all of the risks of participating and/or volunteering in the Trip, including, but not limited to, any risks that may arise from negligence or carelessness on the part of Releasees**, from dangerous or defective equipment or property owned or provided to Participant, from any injuries sustained during YOM-organized transportation, or because of Releasees’ possible liability without fault.

4. Participant **RELEASES, WAIVES, and DISCHARGES** Heartland from any and all liability, claims, demands and causes of action arising out of or related to the travel arrangements or travel planning services as a result of Participant’s travel.

5. Participant agrees to indemnify and hold harmless Releasees from any loss, liability, damages, or costs, including court costs and attorneys' fees, that Releasees may incur due to Participant's participation in the Trip, whether caused by negligence of Releasees or not.

6. Participant acknowledges that Releasees are not responsible for the errors, omissions, acts, negligence, or failures to act of any party, vendor, or entity conducting or coordinating the Trip on behalf of or in conjunction with Releasees.

7. Participant acknowledges and understands that poor road conditions, different laws and regulations, language barriers, extreme weather conditions, and different insurance requirements can make driving motor vehicles in foreign countries extremely hazardous. Participant agrees that Participant is solely responsible for the care, maintenance, and operation of any and all motor vehicles used in conjunction with the Trip.

8. Participant acknowledges and understands that Participant will be subject to the laws of the countries Participant will travel through while on the Trip and that any violation or breaches of any law of the applicable country will subject Participant to that country's criminal and judicial system without any aid or resources of any kind from Releasees. Participant further acknowledges and understands that YOM prohibits Participant from purchasing, selling, accepting, possessing, or using any narcotics or illegal substances of any type and from abusing alcoholic beverages.

9. Participant represents and warrants that Participant has consulted with a licensed health care provider regarding Participant's personal health and medical needs and fitness to participate in the Trip, and Participant further represents and warrants that Participant has no health-related conditions or problems that preclude Participant from participating in the Trip. Participant further acknowledges and understands that neither YOM nor Releasees will maintain or provide any insurance coverage for Participant in connection with the Trip and that it is Participant's full responsibility to obtain and/or maintain any and all health, life, travel, accident, and repatriation insurance if Participant wishes to have the coverage and benefits of such insurance plans.

10. Participant acknowledges and understands that due to YOM's sponsorship of Participant in the Trip, Participant will be representing the YOM brand and image at all times during the Trip, and as such, Participant agrees to act in a professional and responsible manner that does not negatively harm or impact the reputation of YOM or its mission and purpose. In furtherance of this obligation, Participant agrees to comply with and respect all local laws or customs during the Trip, including customs related to clothing. Participant further acknowledges the importance of cooperating with YOM's leadership regarding scheduling of events, activities, and transportation during the Trip, and Participant agrees that YOM is not liable if Participant incurs extra/emergency transportation expenses due to Participant missing a scheduled departure time for any YOM-organized transportation.

11. Participant acknowledges and understands that every provision of this Waiver applies to all Trip-related activities (including but not limited to pre-Trip and post-Trip activities) and to all non-Trip activities that Participant may participate in, provided that such activities occur during the time period between the time the Trip starts and finishes.

12. Participant acknowledges and understands that Participant may be photographed during the course of the Trip and Participant agrees to allow Participant's photo, video, or film likeness to be used for any legitimate purpose by YOM, Trip organizers and affiliates, and Releasees.

13. Participant expressly intends that this Waiver shall bind the members of Participant's family and spouse if Participant is alive and shall bind Participant's heirs, assigns, and personal representatives if Participant is deceased. This Waiver shall be deemed as a release, waiver, and discharge of the Releasees by such persons and/or entities.

**THIS AGREEMENT IS PARTIALLY PERFORMABLE IN THE STATE OF FLORIDA AND SHALL BE INTERPRETED AND APPLIED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES. IF ANY LITIGATION ARISES OUT OF OR RELATED TO THE TRIP OR THIS AGREEMENT, ALL PARTIES CONSENT TO THE EXCLUSIVE JURISDICTION OF THE STATE OR FEDERAL COURTS LOCATED IN ESCAMBIA COUNTY, FLORIDA.**

**THE PARTIES EXPRESSLY WAIVE THEIR CONSTITUTIONAL RIGHT TO TRIAL BY JURY IN ANY SUCH LITIGATION.**

**THIS WAIVER SHALL BE CONSTRUED BROADLY TO PROVIDE A RELEASE AND WAIVER TO THE MAXIMUM EXTENT PERMISSIBLE UNDER THE LAWS OF THE STATE OF FLORIDA.**

**I CERTIFY THAT I HAVE READ THIS WAIVER, THAT I FULLY UNDERSTAND ITS CONTENTS, THAT I AM AT LEAST 18 YEARS OLD, AND THAT I AM FULLY COMPETENT. I AM AWARE THAT THIS IS A CONTRACT AND A RELEASE OF LIABILITY, AND I SIGN IT KNOWINGLY AND VOLUNTARILY OF MY OWN FREE WILL AFTER AMPLE OPPORTUNITY TO CONSULT WITH AN ATTORNEY OF MY OWN CHOOSING. NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS NOT WRITTEN IN THIS WAIVER HAVE BEEN MADE BY ANY OF THE RELEASEES.**

\_\_\_\_\_  
Print Participant's Name

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Date