



Participant Release

Haiti H2O short-term trips are not designed as typical “tourist vacations.” Some ministry sites require travel to areas of the world where logistical requirements for volunteers may involve unconventional modes of transportation and/or accommodations. In addition, our trips may contain the full range of risks and inconveniences resulting from both international travel and volunteer service: physical labor, time delays, frustrations, surprises, etc. All are part of the improvisation and learning that occur in service trips to other countries. Because of the circumstances involved with these trips, we want to make certain that you understand that the circumstances mentioned above are a part of this type of experience.

As a necessary precaution, Haiti H2O requires that each ministry participant understand and execute the following release and agreement.

Applicant Consent/Release Form

I, _____, apply to _____ (“CHURCH”) to participate in the mission trip to be conducted in _____, scheduled for the dates from _____ to _____ (“TRIP”), regarding which Haiti H2O has and will provide consulting services to the CHURCH regarding selection, planning, and coordination. In consideration of the mission opportunities provided to me by the CHURCH, and through the consulting services provided by HAITI H2O to the CHURCH, which I agree are adequate consideration, I agree to what follows:

Acknowledgement of Risks

I understand and acknowledge that the nature of the TRIP—preparing for it, traveling to and from it, and actually participating in it—involves risks of damage to or loss of property, harm to your body, mental faculties, or emotions, or those of my family, and even death; and I assume those risks. Sources of damage, loss, harm or death may include, but are not limited to, (1) harmful acts or failure to act by employees, agents, and volunteers of HAITI H2O and other TRIP participants, who have varying levels of knowledge, experience, and judgment; (2) a remote, primitive, unsanitary, dangerous and at times inaccessible site; and (3) dangerous construction work. I acknowledge that neither HAITI H2O nor the CHURCH is taking the responsibility to assess or approve the fitness of TRIP participants. I understand and acknowledge that HAITI H2O and the CHURCH will act according to recognized mission agency procedures in the unlikely event of a kidnapping or hostage situation: one or both will attempt to negotiate the release of a TRIP participant, but will not encourage the future abduction of missionaries by paying a ransom of any kind.

Facts About Me.

I am _____ years old. I am in good health and sound mind, and able to understand this Instrument. I have or will discuss my participation in the TRIP with my physician, have or will receive any vaccinations he or she deems necessary, and will participate in the TRIP only if I have received his or her approval and believe that I am able to endure the strain that may be associated with such participation. I understand that my participation in the trip is contingent upon agreement by the CHURCH, but that neither it nor HAITI H2O is taking the responsibility to assess and approve my fitness for participation. I am not under any economic, physical, or other force or duress to compel my participation in the TRIP or my signing of this Instrument.

Covenant Not To Sue, Release and Indemnity.

I promise the following: (a) I will never sue HAITI H2O or the CHURCH for damages, including damages resulting from HAITI H2O's negligence (but not its willful and wanton misconduct). That means that I hereby agree and covenant not to institute any suit or action at law or at equity against HAITI H2O or the CHURCH. I intend this Instrument to be a defense to any such suit or action, and a complete bar to the commencement and prosecution of any such suit or action. (b) I release and discharge HAITI H2O and the CHURCH from, and waive, any and all liabilities. (c) I will indemnify, hold harmless and defend HAITI H2O and the CHURCH from any and all liabilities. Including liabilities arising from its negligence (but not its willful and wanton misconduct), and including liabilities arising from my actions.

Definitions. When I use the following words, I mean the following: (a) "DAMAGES" means any damage of every kind and nature, including damage or loss to property, financial loss, harm to body, mental faculties or emotions, or death, resulting from, in connection with, or in any way related to the TRIP, whether caused by HAITI H2O's negligence (but not its willful and wanton misconduct), or any other cause. "DAMAGES" includes, but is not limited to, damage that occurs or is caused during the planning of, preparation for, travel to or from the site of, and actual conduct of, the TRIP. (b) "I" means myself, my spouse, and my insurers, heirs, estate, legal representatives, executors, administrators, successors, and assigns. (c) "LIABILITY" means any liability of every kind and nature in connection with my participation in the TRIP, including any and all causes of action, actions, suits, claims, demands, rights, damages, judgments, executions, court costs, attorney's and other legal fees, and including such liabilities that arise from claims for contribution by others that I have sued or from whom I have received compensation for DAMAGES. (d) "HAITI H2O" means Haiti H2O and its directors, officers, employees, agents, volunteers, affiliates, associates, sponsoring churches, and cooperating instructors, and the spouses, insurers, heirs, estates, legal representatives, executors, administrators, successors, estates, and assigns of the foregoing.

Governing Law and Disputes. I agree that the laws of the State of Pennsylvania only will govern every aspect of this Instrument, and my rights and responsibilities in connection with the TRIP. I intend this Instrument to be as broad and inclusive as permitted by the laws of the State of Pennsylvania. I may sue only in state or federal courts in Allegheny County, Pittsburgh, Pennsylvania.

Complete Reading and Understanding. I have completely and carefully read the foregoing, understand it, and understand also that I am waiving legal rights that I may have in the event that I suffer damage, loss, harm, or death. HAITI H2O, the CHURCH, and I may amend this Instrument only in writing signed by all the undersigned.

Parental Consent

Parental Consent form must be completed if participant is under the age of 18 at the time this Instrument is signed.

I, _____, a custodial parent or guardian of the child identified above give consent for that child to participate in the TRIP (as defined above), and agree to the following, in consideration of the mission opportunities provided by the CHURCH (as defined above), and I also give permission for the CHURCH or H2O, or a participant in the TRIP designated by one of them, to take or authorize any action it, he, or she deems necessary or appropriate, including emergency anesthesia or surgery, in the event of a personal injury to my child.

I hereby acknowledge the risks to my child and myself identified above in the section captioned "Acknowledgement of Risks."

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I represent that my child is in good health. I have or will discuss my child's participation in the TRIP with his or her physician, have or will assure that my child has received any vaccination the physician deems necessary, and will allow my child to participate in the TRIP only if I have received the physician's approval and believe that my child is able to endure the strain that may be associated with such participation. I understand that my child's participation in the mission trip is contingent upon agreement by the CHURCH, but that neither the CHURCH nor HAITI H2O is taking the responsibility to assess and approve my child's fitness for participation. My child and I apply for him or her to participate in the TRIP as my child's and my own free act. No employer or other person and no circumstance has placed my child or me under any economic, physical, or other force or duress to compel his or her participation in the TRIP, or my child's or my signing of this Instrument. I also make the promises identified in the section captioned "Covenant Not To Sue, Release, and Indemnity" above, on behalf of my child, and on behalf of myself.

I have completely read this Instrument, understand it, and understand also that I am waiving legal rights that my child or I may have in the event that my child or I suffer damage, loss, harm, or death. The CHURCH, HAITI H2O and I may amend this Instrument only in writing signed by all of us.

Applicant Signature

Date

Sworn to and subscribed before me this _____ day of _____, 20_____.

Parent/Guardian Signature

Date

(Required only if applicant is currently under 18 years of age.)

Applicant accepted for participation by the Sponsoring Church by:

Signature

Title

Date

Agreement accepted by Haiti H2O in Pittsburgh, Pennsylvania by:

Signature

Title

Date

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