

SunWest Participation & Release Form for Youth Mexico Missions Trip 2024 (March 22 – April 1, 2024) Overnight / Out of City Excursion Waiver Form

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

PLEASE READ CAREFULLY!

In consideration for allowing my minor child/ward to participate in all related events and activities of **SunWest Christian Fellowship & Ministries**, herein referred to as **SCF**, wherein, I hereby warrant and agree that:

1. I am the parent/guardian having full legal responsibility for decisions regarding my minor child/ward, **namely**

(child's name)

_____; and

- 2. I am familiar with and accept, on behalf of myself and my minor child/ward that there is the risk of serious injury and death from participation in any part of this trip. These risks are inherent in all activities as a result of participation in recreation and work activities involved therein particularly those involving fitness activities (ie: hiking, river rafting, rock climbing & bicycling, etc.), games, mission trips & transporting individuals in vehicles, and like activities offered as part of the program of **SCF** and acknowledge that activities involve additional risks & dangers such as weather conditions which can rapidly change without warning and fully accept the dangers on behalf of my child/ward and
- 3. I have satisfied myself and believe that my minor child/ward is physically, emotionally and mentally able to participate in this program, and that his/her equipment is mechanically fit and appropriate for his/her use in this event; and
- 4. I understand, and will instruct my minor child/ward, that all applicable rules for participation must be followed and that at all times the sole responsibility for personal safety remains with my minor child/ward; and
- 5. I agree that my child/ward will immediately be removed from participation, and SCF will notify me, if at any time an observation of any unusual hazard or unsafe conditions are presented as a result of his/her behavior or activities of engagement or if SCF feels that my minor child/ward has experienced any deterioration in his/her physical, emotional or mental health and/or fitness, or in the adequacy of his/her equipment, for continued participation in the event or activity; and
- 6. I am aware that my child/ward will be crossing both the United States and Mexico borders, and therefore give full guardianship to Colton Willms, Youth Pastor of SunWest Christian Fellowship. In the event that Colton Willms becomes unable to take guardianship for my child/ward, I allow guardianship to be passed on to Joanna Haggith, Volunteer Leader of the Mexico Trip.

| I SIGN THIS DOCUMENT VOLUNTARILY AND WITHOUT INDUCEMENT this day of | | 20 |
|---|---------------------------------|----|
| at , | , Canada | |
| Signature of Parent/Guardian | Printed name of Parent/Guardian | |
| Signature of Parent/Guardian | Printed name of Parent/Guardian | |

Over 🗆

I UNDERSTAND AND AGREE, ON BEHALF OF MY MINOR CHILD/WARD, HIS/HER HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN, MYSELF, MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN THAT MY EXECUTION OF THIS DOCUMENT CONSTITUTES:

- 1. A FULL AND FINAL RELEASE AND WAIVER OF LIABILITY AND ALL CLAIMS that I have or may in the future have against **SCF**, event sponsors, event venues, and their respective directors, officers, employees, instructors, contractors, agents and representatives, advertisers, volunteers, other participants, (all of whom are collectively referred to as "the Releasees") from any and all liability for any loss, damage, injury or expense that my minor child/ward may suffer, or that his/her next of kin may suffer as a result of his/her use of or my presence at the event facilities or my child's/ward's participation in any part of, or presence at, the games, events, mission trips and activities of **SCF**, due to any cause whatsoever, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE RELEVANT OCCUPIERS LIABILITY ACT, ON THE PART OF THE RELEASEES.
- 2. AN AGREEMENT NOT TO SUE THE RELEASEES for any loss, injury, costs or damages of any form or type, howsoever caused or arising, and whether directly or indirectly from the participation of my minor child/ward in any aspect of the games, events and activities **SCF**; and
- 3. AN AGREEMENT TO INDEMNIFY, and to SAVE and HOLD HARMLESS the RELEASEES, and each of them, from any litigation expense, legal fees, liability, damage, award or cost, of any form or type whatsoever, they may incur due to any claim made against them or any one of them whether the claim is based on the negligence or the gross negligence of the Releasees or otherwise.
- 4. An agreement that this document be governed by the laws, and in the courts of the Country, State, Province or Territory in which the events and related activities take place.
- 5. I agree to photos and/or videos being taken of my child and used on any publication, advertising or website of **SCF**.
- I agree to obtain my own travel medical insurance for the trip participant for the full duration of this trip (check box).

I (we) are the parent(s) or legal guardian(s) of this participant, and hereby grant our (my) permission for him/her to participate fully in said event and hereby give our permission to take said participant to a doctor or hospital and hereby authorize medical treatment, including but not limited to emergency surgery or medical treatment, and assume the responsibility of all medical bills, if any.

Further, should it become necessary for the participant to return home due to medical reasons, disciplinary action or otherwise, I (we) hereby assume all transportation costs.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN SUBSTANTIAL LEGAL RIGHTS WHICH MY MINOR CHILD/WARD, HIS/HER HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS AND I AND/OR MY MINOR CHILD/WARD MAY HAVE AGAINST THE RELEASEES.

| I SIGN THIS DOCUMENT VOLUNTARILY AND WITHOUT INDUCEMENT this day of 2 | | 20 |
|---|---|-----|
| at , | , Canada | |
| Signature of Parent/Guardian | Printed name of Parent/Guardian | |
| Signature of Parent/Guardian | Printed name of Parent/Guardian | |
| I have read the above 2 page | Trip Participant Only ges and understand the rules of conduct and will fully abide by the | em, |

have read the above 2 pages and understand the rules of conduct and will fully abide by them, as well as all additional instructions of the leadership of this trip, and activity directors.

X _____