

## Release and Waiver of Liability



TRASH  
MOUNTAIN  
PROJECT

I am  a **volunteer trip participant eighteen (18) years of age or older**  **a/the legal guardian of a volunteer trip participant**, and this RELEASE is binding on me and my executor, administrators, heirs and assigns.

I desire to travel to one or more foreign countries in cooperation with Trash Mountain Project (hereinafter "TMP"). I understand that TMP is a non-profit charitable organization and that TMP is organizing a mission trip and associated activities and it is my desire, in recognition of this valuable service to me, that TMP and its officers, agents, employees, representatives, volunteers, and directors (the "Released Parties") have no legal exposure for possible injury or damages I sustain while on any mission trip or while participating in any activities associated with TMP. Therefore, I covenant and agree as follows:

In consideration for receiving permission to participate in activities and/or mission trip sponsored by, organized by or affiliated with TMP, I hereby release, waive, discharge, covenant not to sue, and agree to hold harmless for any and all purposes TMP, its officers, directors, employees, volunteers and agents from any and all liabilities, claims, demands, injuries (including death), or damages, including court costs and attorneys fees and expenses, that may be sustained or incurred by me while participating in such activities or mission trips, while traveling to and from the activity and mission trip destination, or while on premises owned or leased by TMP, *including injuries sustained as a result of the sole, joint, or concurrent negligence, negligence per se, statutory fault, or strict liability of TMP*. I understand this waiver does not apply to injuries caused by intentional or grossly negligent conduct of TMP.

The mission of TMP is to develop Christ-centered environments for children and families living in trash dump communities worldwide. TMP seeks to share the despair and hopelessness of life in the dump through the avenue of documentary film and encouraging individuals, churches and organizations to respond with the sacrificial love of Jesus Christ. I understand and agree with this mission statement. I am willing to be led by the authority of TMP Staff and its representatives and will abide by the rules and policies of Trash Mountain Project, as well as any and all instructions or directions given to me by TMP representatives.

I understand that travel, particularly for mission purposes, may involve significant risks and that travel to some areas of the world involves greater health and safety risks than general international travel. My signature on this RELEASE, and my participation in any such activity associated with the mission trip indicates that I have to my full satisfaction obtained all information necessary for me to assess the risk and to willingly participate.

I understand that secondary insurance, including emergency medical evacuation insurance, may be purchased by TMP for volunteer trip participants serving with TMP on an international mission trip, but the purchase of such insurance is not mandatory and is the sole discretion of TMP. I understand that the coverage, if purchased by TMP, provides a basic level of protection and is not intended to replace any personal insurance that I may have. I also understand that TMP is not required to and may not maintain any insurance policy covering any circumstance arising from my participation in this activity or any event related to that participation. As such, I am aware that I should review my personal insurance coverage as it relates to any mission trip and/or activity associated with an international mission trip.

I understand that TMP cannot be expected to control all of the risks articulated in this form and TMP may need to respond to accidents and potential emergency situations. Therefore, I hereby give my consent for any medical treatment that may be required, as determined by a medical professional at a medical facility and/or TMP representatives, if I am unable to provide such consent myself during my participation in activities and/or mission trips affiliated with TMP, with the understanding that all costs of any medical treatment provided to me will be my responsibility. I agree to reimburse, indemnify and hold harmless TMP for any costs incurred to provide me with medical treatment, even if TMP has signed hospital documentation promising to pay for treatment due to my inability to sign such documentation. I further agree to release, waive, discharge, covenant not to sue, and agree to hold harmless for any and all purposes, TMP from any and all liabilities, claims, demands, injuries (including death), or damages, including court costs and attorney's fees and expenses, that may be incurred by me while receiving medical care or in deciding to seek medical care, including while traveling to and from a medical care facility.

International acts of terrorism, violence and kidnapping are a tragic part of current reality. I agree with TMP that governments, organizations, and individuals have a common interest in not giving in to terrorist demands. I agree with TMP that concessions, whenever made, only encourage further attacks and put additional people at risk. I understand that in the event that I am held as hostage or a victim of kidnapping, TMP will use every legitimate means to secure my release but will not make any concessions to terrorists nor negotiate payment of ransom for my release.

Each Releasing Party agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of Florida and that if any portion of this release, waiver, and indemnity agreement is held invalid, the balance will, notwithstanding, continue in full legal force and effect. I agree that this release and waiver of liability shall be governed by Florida law and applicable laws of the United States. The venue for resolving such disputes shall be Lakeland, Florida.

**SIGNING THIS DOCUMENT INVOLVES THE WAIVER OF VALUABLE LEGAL RIGHTS.**

\_\_\_\_\_  
Full Name of Trip Participant (Please print)

\_\_\_\_\_  
Signature of Trip Participant or Legal Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
In case of emergency, contact

\_\_\_\_\_  
at the following telephone number  
(Home) \_\_\_\_\_ (Cell) \_\_\_\_\_

\_\_\_\_\_  
Health Insurance Co. Name

\_\_\_\_\_  
Please list any medical conditions, including allergies:  
\_\_\_\_\_  
\_\_\_\_\_  
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