

Bayside Medical Missions & Educational Outreach, Inc.
and
Fundación La Vida

INTERNATIONAL MISSION TRIP AGREEMENT & RELEASE OF LIABILITY

I _____ am a **volunteer trip participant eighteen (18) years of age or older and/or the legal guardian of a volunteer trip participant**, and this AGREEMENT AND 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 Bayside Medical Missions & Outreach, Inc., an Alabama Not-for-Profit corporation (from now on “BMM”) operating solely or in partnership with Fundación La Vida, an Ecuadorian Charitable Foundation. I understand that BMM is a non-profit charitable organization and that BMM is organizing or hosting a mission trip and associated activities. It is my desire, in recognition of this valuable service to me, that BMM 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 BMM.

AGREEMENT & RELEASE

In consideration for receiving permission to participate in activities and/or mission trips sponsored by, organized by, or affiliated with BMM, I covenant and agree as follows:

I hereby release, waive, discharge, covenant not to sue, and agree to hold harmless for any and all purposes BMM, 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 BMM, *including injuries sustained as a result of the sole, joint, or concurrent negligence, negligence per se, statutory fault, or strict liability of BMM*. I understand this waiver does not apply to injuries caused by the intentional or grossly negligent conduct of BMM.

The mission of BMM is to correct congenital & skeletal deformities, witness both in word and deed to the Truth of the Gospel of Jesus Christ and develop Christ-centered environments for children and families worldwide. I understand and agree with this mission statement. I am willing to be led by the authority of BMM Staff and its representatives. I will abide by the rules and policies of Bayside Medical Missions & Outreach and/or Fundación La Vida, as well as any and all instructions or directions given to me by BMM representatives.

DISCLOSURE & ACCEPTANCE OF RISKS, ACCEPTANCE TO PARTICIPATE.

I understand that travel, particularly for mission purposes, may involve significant risks and that travel to some areas of the world involves increased 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 obtained all information necessary to assess the risk and willingly participate. I understand that BMM 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 know I should review my personal insurance coverage related to any mission trip and/or activity associated with an international mission trip. I should decide whether to purchase medical insurance coverage for the mission trip.

CONSENT FOR MEDICAL TREATMENT

I understand that BMM cannot be expected to control all of the risks articulated in this form, and BMM may need to respond to accidents and potential emergencies. 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 BMM representatives, if I am unable to provide such consent myself during my participation in activities and/or mission trips affiliated with BMM, 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 BMM for any expenses incurred to provide me with medical treatment, even if BMM has signed hospital documentation promising to pay for the 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, BMM 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 the current reality. I agree with BMM that governments, organizations, and individuals have a common interest in not giving in to terrorist demands. I agree with BMM that, whenever made, concessions only encourage further attacks and put additional people at risk. I understand that if I am held hostage or a victim of kidnapping, BMM will use every legitimate means to secure my release but will not make any concessions to terrorists nor negotiate payment of ransom for my freedom.

Each Releasing Party agrees that the release, waiver, and indemnity agreement is intended to be as inclusive as is permitted by the law of the State of Alabama and that if any portion of this release, waiver, and indemnity agreement are 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 Alabama law and applicable laws of the United States. The venue for resolving such disputes shall be Baldwin County, Alabama. Any issues arising from this agreement that are solely maintained against Fundación La Vida shall be governed and determined by the applicable laws of the Sovereign Nation of Ecuador, and such actions may not be prosecuted in any court or tribunal of the United States of America.

SIGNING THIS DOCUMENT INVOLVES THE WAIVER OF VALUABLE LEGAL RIGHTS.

_____ Participant. Please print.

_____ Signature Participant
or Legal Guardian. Please print.

_____ Date
