

MISSION WACO, MISSION WORLD, INC

ADULT

RELEASE OF LIABILITY, WAIVER, INDEMNITY, HOLD HARMLESS,

ASSUMPTION OF RISK & COVENANT NOT TO SUE.

READ THIS DOCUMENT CAREFULLY, BY SIGNING IT

YOU ARE GIVING UP LEGAL RIGHTS AND ASSUMING LEGAL OBLIGATIONS.

For and in consideration of Mission Waco, Mission World, Inc. (hereafter MWMW) allowing me to participate in one or more of the activities, operations, services, special events, projects, and/or programs provided, organized, supervised by and/or affiliated, associated, or connected with MWMW in any manner, form or capacity (including those of third parties to whom MWMW makes referrals of volunteers and those which are or may be hazardous), in any location and at any time and as a condition thereto (hereafter "program" or "programs"); and, in consideration of the benefits I will receive and/or have received therefrom, for and on behalf of myself, my estate, my heirs, my legatees, my devisees, my successors and/or assigns, I voluntarily agree as follows: I do hereby **ASSUME THE RISK** of any and all foreseeable and unforeseeable injury, illness, sickness, disease, death, loss or damage of any kind or type, direct or indirect, to me or my property arising in any way out of, from, or as a result of any act, omission, occurrence or event **(INCLUDING THAT WHICH ARISES FROM THE NEGLIGENCE AND/OR GROSS NEGLIGENCE OF MWMW)** during or after my presence and/or participation in any MWMW program; and I do hereby **WAIVE** any and all claims, causes of action, losses and damages of any kind or type arising therefrom and/or which have arisen in the past; and I do hereby **RELEASE, ACQUIT, FULLY DISCHARGE, HOLD HARMLESS, COVENANT NOT TO SUE AS A RESULT OF, AND AGREE TO FULLY AND COMPLETELY INDEMNIFY MWMW** from and against any and all claims, causes of action, losses and damages of any kind or type arising therefrom and/or which have arisen in the past **(INCLUDING THAT WHICH ARISES FROM THE NEGLIGENCE AND/OR GROSS NEGLIGENCE OF MWMW)**, asserted or brought by anyone in any capacity, including but not limited to court costs, witness fees, attorneys fees, and all expenses of whatever type or kind associated therewith or arising therefrom and **ASSIGN** any and all such claims to MWMW; and, I agree that any attempt by me, or my estate, my heirs, my legatees, my devisees, my successors and/or assigns to void, nullify, avoid, cancel, modify, circumvent, revoke or set aside any of the provisions and/or operation of this document and any of the obligations imposed upon me, shall be null, void and of no force and effect. The phrase "any and all claims, causes of action, loss and damage of any kind or type" includes but is not limited to illness, sickness, disease, death, loss, personal injury (physical and/or mental), mental anguish and/or any other type of mental or physical injury, property damage and/or destruction, theft, loss of income, loss of opportunity, loss of consortium and/or companionship of any type, any theory of recovery of damages or relief of any type, monetary compensation or property damage of any kind or

type **(INCLUDING THAT WHICH ARISES FROM THE NEGLIGENCE OR GROSS NEGLIGENCE OF MWMW)** asserted or brought by anyone in any capacity. The phrase MWMW is intended to include the corporate entity identified above, its predecessors, successors, parent, subsidiaries, affiliates, other related entities, associates, members, directors, officers, agents, contractors, subcontractors, employees, all persons natural and corporate, servants, volunteers, assigns, agents, contributors, legal representatives, any of those in privity with any of them and all individual and entities involved in the operation or supervision of MWMW and/or of its activities, operations, services, special events, projects and/or programs. The foregoing broad enumeration is intended to include any person, firm, corporation, entity or organization within any category enumerated whether or not specifically named and is intended to include any activity, operation, service or program of MWMW whether or not specifically named, it being my specific intent to include all such without the necessity of a detailed listing or enumeration. This document may not be revoked or voided by me. No change or modification to any of the provisions of this document may be made unless made in writing and approved and agreed to in writing by MWMW. If any portion/provision of this document is invalid, the remainder will continue in full legal force and effect. I also acknowledge that MWMW has not arranged and does not carry any insurance of any kind for my benefit or the benefit of any other person, firm or entity. I represent that I am in good health and suffer no physical or mental condition or impairment that would or should prevent participation in any program. I also understand that this document is a contract which grants certain rights to and eliminates the liability of MWMW. I grant unto MWMW all right, title, and interest in any and all photographic images, video, audio and electronic recordings that are made by or for MWMW, including, but not limited to the right to use and distribute such in any media or otherwise, along with any royalties, proceeds, or other benefits that are derived from such photographs or recordings. The undersigned represents that he/she is at least eighteen (18) years of age; that he/she has never been declared incompetent by a court or agency of government. The undersigned represents that no promise, inducement or agreement not expressed herein has been made to him/her to induce execution of this document and that this is the entire agreement between the parties. The undersigned has executed this document under no duress or coercion. The terms of this agreement are contractual in nature and not a mere recital. All parties to this release shall be responsible for their own attorney's fees and expenses related in any way to any incident, except that, if a breach of this release occurs, the non-breaching party shall be entitled to recover its reasonable attorney's fees and cost incurred from the breaching party. Notwithstanding the foregoing, no individual shall be released of any intentional tort or criminal conduct that causes bodily injury or property damage.

I HAVE READ AND CERTIFY THAT I UNDERSTAND I AM GIVING UP LEGAL RIGHTS AND ASSUMING LEGAL OBLIGATIONS BY THE ABOVE LANGUAGE AND I FULLY INTEND TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH ABOVE.

Signed: _____ Date: _____
Printed Name: _____ Phone: _____
Address: _____ City/State/Zip: _____
Last 4 digits of SSN (or other ID): _____ Email: _____