

## WAIVER AND RELEASE OF LIABILITY

Haiti 180, Inc. a non-profit organization, is sponsoring a mission trip to Haiti on \_\_\_\_\_ (dates of trip). In consideration of the opportunity for my minor child to participate in the trip and in consideration of the opportunity for my minor child to make such trip and/or receive board, lodging, transportation and other benefits, and for

other obligations incurred by Haiti 180, Inc. I, \_\_\_\_\_  
parent of minor child \_\_\_\_\_, residing at \_\_\_\_\_ (City),  
\_\_\_\_\_ (State), hereby agree as follows: 1

1. I fully understand that my minor child may be traveling or staying in areas of the world which may have unstable political, economic and security situations where acts of war, potential danger from lack of control over local population, terrorism, or violence could occur at any time.
2. I fully understand that my minor child may encounter difficult climates and living conditions; that risks are present concerning means of travel, food, water, diseases, pests, poor sanitation and other health-related situations. Medical or emergency medical treatment may be inadequate or not available.
3. I accept and assume all responsibility for my minor child's actions and any and all risks of property damage, economic loss or personal injury which occur during or result from or in connection with my minor child's participation, including, but not limited to, potential injury while participating in the mission trip.
4. With the above in mind, I fully understand and agree that Haiti 180, Inc. all of its staff members, successors, assigns, officers, agents, representatives, volunteers, board members, divisions and affiliates shall not be responsible or liable in any way for any accident, loss, death, injury, or damage to my minor child or his/her property, in connection with the trip or any portion of the trip, even if said injury or action is due to the negligence of Haiti180, Inc. Further, I do hereby waive, knowingly and voluntarily, each and every claim or right of action I have now or may have in the future against Haiti 180, Inc. related in any way to the trip, even if any such claim or right of action is used by Haiti 180's negligence. I hereby further release Haiti 180, Inc. from any and all liability whatsoever, including, but not limited to, any matter, cause or thing that may arise out of, result from, or be related to traveling to, from or within Haiti, as well as in observing, undertaking, or participating in any activities in Haiti, any operations of Haiti 180 (including, but not limited to, the condition, quality and/or consequences of any board, lodging, or living quarters provided by Haiti 180, Inc.), or exposure to the risks delineated in Paragraphs 1 and 2 above, or while on any property owned, possessed or controlled by Haiti180, Inc. or in connection with the operations or activities of Haiti 180,Inc. even if caused by the negligence of Haiti 180, Inc.
5. I hereby agree to indemnify, defend and hold harmless Haiti180, Inc. from any and all manner of liability, losses, claims, actions, causes of action, suits, damages, judgment, costs and expenses (including reasonable legal fees), whether with respect to personal injury, property damage, economic loss, wrongful death, or otherwise, arising from or in connection with my minor child's actions, failure to act or activities on or in any way related to such trip, whether constituting negligence or otherwise.
6. I knowingly and voluntarily covenant that I will not sue Haiti 180, Inc. on account of any economic loss, property damage, personal injury (including injury to one's body, mind or

emotions), wrongful death, or otherwise, including, but not limited to any matter, cause, or thing that may arise out of, result from, or be related to any of the circumstances described in Paragraphs 1 or 2, even if caused by the negligence of Haiti 180, Inc.

7. I hereby state that my minor child is in good health and has all medications necessary to treat any allergic or chronic conditions, and is able to administer such medications without assistance. If at any time during the trip my minor child needs emergency medical care and I am not able to give consent for any reason, I authorize emergency medical care decisions to be made on behalf of my minor child, and I specifically release Haiti180, Inc in making those emergency medical care decisions from any and all liability associated with said decisions, even if injury or death is the result of Haiti180's negligence.
8. If for any reason any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected by such determination and shall remain in full force and effect.
9. I represent and warrant to Haiti 180, Inc. recognizing that Haiti 180, Inc. is acting in reliance on such representations and warranties, that:
  - a. I am at least eighteen ( 18) years old and am of sound mind and body.
  - b. I am not under the influence of any drugs or medications which may affect my mental capacities.
  - c. I have not been unduly influenced by anyone to enter into this Agreement.
  - d. In signing this Agreement, I am not relying upon any representations, written or oral, made by Haiti 180, Inc.
10. I AGREE THAT THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY A1'm CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TENNESSEE, WITHOUT REGARD TO ITS CONFLICTS OF LAW PRINCIPLES. I HEREBY IRREVOCABLY CONSENT TO THE JURISDICTION OF THE COURTS OF THE STATE OF TENNESSEE AND THE FEDERAL DISTRICT COURT FOR THE DISTRICT OF TENNESSEE IN CONNECTION WITH ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE MATIERS CONTEMPLATED HEREBY.
11. This agreement shall survive my minor child's trip to Haiti and continue thereafter in full force and effect.
12. I have consulted the U.S. State Department website regarding travel to Haiti. (<http://travel.state.gov/content/passports/en/country/haiti.html>) (initial)
13. I have consulted the Center for Disease Control regarding necessary immunizations and medications for travel to Haiti. (<http://wwwn.cdc.gov/travel/destinations/haiti.aspx>) \_\_\_\_\_ (initial)
14. I HAVE READ CAREFULLY, AGREE TO, AND INTEND TO BE LEGALLY BOUND BY ALL TERMS OF THIS INDEMNIFICATION, WAIVER OF LIABILITY, RELEASE, COVENANT NOT TO SUE AND EMERGENCY MEDICAL CARE AUTHORIZATION

AGREEMENT. I UNDERSTAND THAT I HAVE THE RIGHT TO CONSULT AN ATTORNEY IF I HAVE ANY QUESTIONS ABOUT ANY OF THE TERMS OF THIS AGREEMENT.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Parent or Guardian of minor child

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed name of minor child

\_\_\_\_\_  
Printed Name of Parent or Guardian

\_\_\_\_\_  
Printed Name of Witness