

## WAIVER AND RELEASE OF LIABILITY

**DISCLAIMER:** CHILDREN OF MEXICO, INC. [DBA: NIÑOS DE MÉXICO] IS NOT RESPONSIBLE FOR ANY INJURY [OR LOSS OF PROPERTY] TO ANY PERSON SUFFERED WHILE PARTICIPATING IN A SERVICE PROJECT, AN INTERNSHIP, OR PERSONAL VISITS INVOLVING CHILDREN OF MEXICO, INC., ITS AGENTS, OR ITS EMPLOYEES, OR IN ANY OTHER WAY INVOLVED WITH THE MISSION FOR ANY REASON WHATSOEVER. THIS RELEASE INCLUDES ANY ORDINARY NEGLIGENCE ON THE PART OF CHILDREN OF MEXICO, INC., ITS AGENTS, OR ITS EMPLOYEES.

In consideration of my participation, I hereby release and covenant *not-to-sue* Children of Mexico, Inc. [DBA: Niños de México], its Board of Directors, its agents, or its employees from any and all present and future claims resulting from ordinary negligence on the part of Children of Mexico, Inc. or others previously listed for property damage, personal injury, or wrongful death, arising as a result of my participating in short-term service activities, internships, personal visits, or any other activities incidental thereto, wherever, whenever, or however the same may occur. I hereby voluntarily waive any and all claims resulting from ordinary negligence, both present and future, that may be made by me, my family, estate, heirs, or assigns.

Furthermore, I am aware that mission travel involves certain risks, including, but not limited to, death, personal injury, and property damage resulting from travel accidents, sickness, the uncontrollable nature of the encounters with other persons that may occur, and situations in the country or countries being visited, such as civil unrest, epidemics, and unstable governments. In addition, I understand that participation in mission travel may involve sites that may be remote from available medical assistance. I agree that the program sponsors, or other such directors, cannot guarantee my total safety since some risks are beyond their control. I agree to follow all instructions and guidelines given by them, and to act in a safe and responsible manner toward all participants and the others with whom I come in contact. I am voluntarily participating in all activities with knowledge of the danger involved and hereby agree to accept any and all inherent risks of property damage, personal injury, or death.

I further agree to indemnify and hold harmless Children of Mexico, Inc. and others previously listed for any and all claims arising as a result of my participation in a service project, internship, or personal visits, or any activities incidental thereto, wherever, whenever, or however the same may occur.

I understand that this waiver is intended to be as broad and inclusive as permitted by the laws of the State of Missouri and agree that if any portion is held invalid, the remainder of the waiver will continue in full legal force and effect. I further agree that the venue for any legal proceedings shall be held in the State of Missouri.

I affirm that I am of legal age and am freely signing this agreement. I have read this form and fully understand that by signing this form, I am giving up legal rights and/or remedies that may be available to me for the ordinary negligence of Children of Mexico, Inc. or any other parties listed above. Furthermore, I have read the Short Term Mission Trip Packet: "The Guidelines" AND/OR The MOLES Internship Packet AND/OR The General Guidelines Document and agree to abide by said guidelines at all times in respect for the mission and its programs and philosophies.

\_\_\_\_\_  
(Signature of Participant) (Date)

\_\_\_\_\_  
(Signature of Parent/Guardian 1 - if participant is under 18 years of age) (Date)

\_\_\_\_\_  
(Signature of Parent/Guardian 2 - if participant is under 18 years of age) (Date)

**NOTE:** I understand that I am responsible for raising my individual funds required to participate in "Short Term Mission Trips", the "MOLES Internship Program", or "Personal Visits" and I agree to reimburse Children of Mexico, Inc. for extraordinary expense due to negligence, medical need or injury, or phone bills that may occur during my stay. Any money submitted to Children of Mexico, Inc. is non-refundable and will be designated for service projects, the internship program and/or used to defray visitors' expenses.

### Participant Contact Information:

Full Name: \_\_\_\_\_  
Last, First, M.I.

Postal Address: \_\_\_\_\_  
Street, Apt. #, City, State, and Zip Code

Phone Number: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ eMail: \_\_\_\_\_ @ \_\_\_\_\_ . \_\_\_\_\_

### Emergency Contact Information:

Full Name: \_\_\_\_\_  
Last, First, M.I.

Phone Number: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ eMail: \_\_\_\_\_ @ \_\_\_\_\_ . \_\_\_\_\_

Alternate Number: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_