

# Assumption of Risk and Release.

Waiver of Claim and Indemnity

(To be filled out by participants **under the age of 18 – the “minor”**)

WARNING: THIS DOCUMENT AFFECTS LEGAL RIGHTS, INCLUDING YOUR RIGHT TO SUE, AND CREATES LEGAL RESPONSIBILITIES. PLEASE READ CAREFULLY.

TO: CHILDREN OF HOPE SOCIETY "COH"

In consideration of COH accepting the application for the said minor, and allowing the minor to participate in, an excursion to (orphanage and city) \_\_\_\_\_ being organized by COH, and which is expected to begin on or about (date of the trip) \_\_\_\_\_, and for the sum of \$1.00, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I/We \_\_\_\_\_, the parent(s) or legal guardian(s) of \_\_\_\_\_, agree to the terms of this Assumption of Risk, Indemnity, Waiver of Claim and Release (collectively the “Agreement”). In particular:

## 1. ASSUMPTION OF RISK

I/We, ACKNOWLEDGE AND AGREE THAT participation of the said minor in the Excursion involve potential dangers, risks and hazards (the “Risks”) that include, but are not limited to:

- a) death or injury occurring through vehicle accidents during transportation between various communities
- b) death or injury due to activities related to construction work or other community development activity
- c) death or injury due to the handling and usage of equipment and supplies
- d) death, injury or illness from consumption of unsanitary food and water
- e) death, injury or illness due to the contraction of a communicable disease
- f) death, injury or personal loss incurred as a result of political instability, criminal violation, and hostile environments
- g) death, injury or personal loss incurred as a result of a hurricane, volcanic eruption, an earthquake or other type of natural disaster
- h) sickness and/or death due to the COVID 19 virus and its Sub variant viruses

I/WE FURTHER ACKNOWLEDGE AND AGREE THAT participation of the said minor in the Excursion is entirely at his/her own risk and that I/we freely accept all the inherent risks arising through the participation of the said minor in the Excursion and the possibility of personal injury, death, kidnapping, property damage and loss resulting there from.

I/WE FURTHER ACKNOWLEDGE AND AGREE THAT COH’s acceptance of the said minor’s involvement as a participant in the Excursion does not and will not make him/her an agent, contractor or employee of COH and COH will not be obliged to assume any responsibility for his/her welfare in the event of his/her detention by lawful or unlawful means and that COH’s policies prohibit COH from submitting to any form of extortion to obtain his/her release or otherwise ensure or protect his/her safety or well being if he/she is taken hostage or otherwise victimized during the Excursion.

## 2. RELEASE AND WAIVER OF CLAIM

I/WE WAIVE ANY AND ALL claims I/we may now, and in the future, have against, and release and discharge from all liability, and agree not to sue, COH, its members, directors, officers, employees, volunteers, agents, representatives, and each of them and their respective agents, executives, administrators, representatives, heirs, successors and assigns (the “Releases”), with respect to any and all liability, costs (including legal costs), claims, damages, demands, actions and causes of action of whatever kind which might arise from or in connection with the said minor’s participation in the Excursion including, without limitation, any personal injury, illness, death, property damage, or financial loss or other loss suffered by him/her, or any other family members or dependants, arising, directly or indirectly, from his/her participation in the Excursion, whether foreseen or unforeseen and regardless of

the cause thereof including, without limitation, negligence or partial negligence on the part of the Releasees or any of them but excluding willful misconduct.

I/WE FURTHER ACKNOWLEDGE AND AGREE that COH, without limitation, may use, publish, reproduce, broadcast, transmit, televise, record, sell, distribute and display any written accounts or depictions, motion and/or still pictures or other materials in which the said minor may appear or be mentioned or included, in regard to the Excursion and I/we waive and release any right or claim I/we may have to receive any compensation or reimbursement in regard to any of the foregoing, whether the minor was involved in the creation or production of any of such and regardless of whether any obligation arises under or by virtue of statute or otherwise.

I FURTHER ACKNOWLEDGE AND AGREE that the information I have provided will be used by COH to inform me of programs and projects, to help and encourage me spiritually, and to provide me with opportunities to be involved in and support your work. I will contact COH at 604-853-6001 or email at myriam@childrenofhope.info if I do not want my information to be used for the purposes described.

3. INDEMNITY

I/WE AGREE to hold harmless and to indemnify the Releases for any and all claims made against any of the Releasees by any person, including any claim or action by or on behalf of my spouse or dependants, for damages suffered or costs incurred arising out of or related to any aspect of the said minor's participation in the Excursion, including, without limitation, any of the matters described or contemplated in Clause 2 hereof

4. UNDERSTANDING

I/WE DECLARE that I/we have had the opportunity to seek independent legal advice with respect to the matters addressed in this Agreement, that I/we fully understand the terms of this Agreement and that I/we have not been influenced by any representations or statements made by or on behalf of COH not recorded in this document.

I/WE CONFIRM THAT I/we are the full age of 18 years and have read and understood the Agreement prior to signing it and I/we agree that the Agreement will be binding upon my/our heirs, next-of-kin, executors, administrators and successors. I/we are aware that by signing this Agreement I/we are releasing and waiving certain legal rights, including the right to sue and to be awarded potentially substantial damages, which the said minor or my/our heirs, next-of-kin, executors, administrators and assigns have or may have against the Releasees.

5. JURISDICTION AND CHOICE OF LAW

I/WE AGREE that this Agreement shall be governed in all respects by and interpreted in accordance with the laws of the Province of British Columbia and that the parties hereby attorn to the exclusive jurisdiction of the British Columbia courts.

6. I/WE UNDERSTAND AND AGREE that this Agreement contains the entire agreement between COH and me/us and that the terms of this Agreement are contractual and not merely a recital.

DATED at \_\_\_\_\_, this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_.  
Place day month year

\_\_\_\_\_  
Notary

\_\_\_\_\_  
Parent/Legal Guardian

\_\_\_\_\_  
Notary

\_\_\_\_\_  
Parent/Legal Guardian

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Under Age Participant

**(Open this PDF in Adobe Acrobat Reader. The signature can be signed with a saved signature previous used, or type/insert a signature with the PEN icon in the menu bar, or by hand if printed off once document is filled out)**

Seal:

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