

Impact Ministries Adult Release Form

Assumption of Risk, Release, Waiver of Claim



In consideration of Impact Ministries (defined below) accepting my application for and allowing me to participate in a short-term mission (the “**STM**”) or other visit to Guatemala, hosted in-country by Impact Ministries and which is to begin on or about _____ (date) and end on or about _____ (date).

I, _____ (applicant's name) agree to the terms of this Release Form.

STM Team Name: _____

Point of Departure: _____

Destination Address: Asociación Cristiana “Ministerios Impacto” (ACMI)
Cantón Chijacorrall, Zona 7, Tactic, Alta Verapaz, Guatemala

For the purposes of this Release, “**Impact Ministries**” means all of the following organizations and individuals: “Impact Ministries Canada”, “Impact Ministries USA”, and “Asociación Cristiana Ministerios Impacto Guatemala”, and the respective directors, affiliates, employees, volunteers and representatives of each of those organizations..

ASSUMPTION OF RISK

I ACKNOWLEDGE AND AGREE that participation in this STM involves potential dangers, risks and hazards. By signing this agreement, I confirm and acknowledge that I understand and accept that the STM involves domestic and international airline and land travel together with volunteer work in a developing country and that it is not possible to identify and describe all of the possible risks that may be encountered. I further understand and acknowledge that these risks may include, but are not limited to, financial loss, illness, injury and death which may arise directly or indirectly from the airline or land travel and/or volunteer work, as well as illness, injury or death caused by both foreseeable and unforeseeable occurrences, including but not limited to: unsafe food or drink, tropical disease, unsanitary conditions, natural disasters, recreational and leisure activities, insects or animals, persons known or unknown, and other injuries, accidents, sickness, illness or disease with which we may be unfamiliar.

I ACKNOWLEDGE AND AGREE THAT there are additional risks inherent to the STM, including being exposed to or infected with COVID-19 and any variants thereof. An inherent risk of exposure to COVID-19 exists in any public place where people are present. Vaccination rates vary from country to country and place to place and information about COVID-19 is constantly evolving. COVID-19 is extremely contagious and can lead to severe illness or death. If I am at risk of more severe disease or outcomes due to COVID-19, I will responsibly consider canceling my involvement in the STM. I hereby waive and release all claims or actions against Impact Ministries for any loss, injury, illness, damages or liability that may arise from COVID-19, or testing or screening for COVID-19, connected to my participation in the STM.

I UNDERSTAND, ACKNOWLEDGE AND ACCEPT the limitations for medical treatment related to life threatening allergies and acknowledge that if I am not confident that the Epi-Pens and/or Antihistamines, which I will personally carry with me, will control the reaction to an allergy, that travel to Guatemala is not recommended.

I UNDERSTAND that while Impact Ministries will make reasonable efforts to accommodate any allergic condition that I may have, Impact Ministries is not able to guarantee an environment free of allergens and I ACKNOWLEDGE that while in-country, a Team is rarely within 20 minutes of a hospital and, furthermore, upon reaching a hospital there is usually a considerable wait and that the hospital may not have the required medications on hand.

I HEREBY GIVE MY CONSENT to the performance of such treatment, anesthetics, and procedures as they may be deemed necessary in the opinion of an attending physician or medical professional, if I sustain any injury and am able to give my consent to such treatment OR if am unable to consent prior to such treatments. If I receive any medical treatment, with or without my consent, I AGREE to hold harmless Impact Ministries.

I UNDERSTAND AND ACKNOWLEDGE that if the STM includes a dental/medical component the activities undertaken may include illness, injury or death arising from participation in this component of the STM. Without limiting the generality of the foregoing, I SPECIFICALLY ACKNOWLEDGE AND ACCEPT the following inherent risks with respect to participation in the dental/medical ministries:

- Injury from the puncturing of skin while cleaning dental/medical utensils and equipment;
- Infections from skin punctures, including exposure and contraction of Hepatitis C or HIV/AIDS;
- Burns from steam while cleaning utensils; and
- Adverse reactions to chemical cleaning agents used in the Dental Ministry (specifically, Germiphene G-nol Concentrate).

I ACKNOWLEDGE AND AGREE that my participation in the STM is entirely at my own risk and that I freely accept all the inherent risks of participating in the STM and the possibility of personal injury, illness, disease, death, kidnapping, assault, property damage and loss resulting therefrom. I understand and accept that the policies of Impact Ministries prohibit Impact Ministries from submitting to any form of extortion to obtain my release or otherwise ensure my safety or well-being if I am taken hostage or otherwise victimized during the STM. I agree that Impact Ministries acceptance of my involvement as a participant in the STM does not oblige Impact Ministries to assume any responsibility for my welfare in the event of my detention by lawful or unlawful means.

I DO HEREBY RELEASE EACH OF THE IMPACT MINISTRIES ORGANIZATIONS, AND EACH OF ITS RESPECTIVE DIRECTORS, AFFILIATES, EMPLOYEES, VOLUNTEERS AND REPRESENTATIVES OF ALL LIABILITY OR RESPONSIBILITY WHATSOEVER, INCLUDING LIABILITY FOUND ATTRIBUTABLE TO THE NEGLIGENCE OF IMPACT MINISTRIES BY A COURT OF COMPETENT JURISDICTION, AND WAIVE ANY AND ALL CLAIMS I MAY HAVE AGAINST THEM FROM ANY COSTS, INCLUDING WITHOUT LIMITATION, ANY LEGAL COSTS AND DEMANDS, ANY PERSONAL INJURY, WRONGFUL DEATH, ILLNESS, DISEASE, PROPERTY DAMAGE, LOSS OF PERSONAL FREEDOM, FINANCIAL LOSS, OR OTHER LOSS SUFFERED HOWEVER CAUSED, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE OF IMPACT MINISTRIES, WHETHER PASSIVE OR ACTIVE, BY ME OR ANY OTHER FAMILY MEMBERS, DEPENDENTS OR BENEFICIARIES ARISING DIRECTLY OR INDIRECTLY FROM MY PARTICIPATION IN THE SHORT TERM MISSION, WHETHER FORESEEN OR UNFORESEEN.

<p><i>*My initials in the box next to this statement confirm that I agree to the following:</i></p> <ul style="list-style-type: none">• I have been given sufficient time to read each paragraph above and I clearly understood each paragraph before executing this Release Form; and• I understand that I am giving up my legal rights to sue Impact Ministries by executing this Release Form.	<div style="border-bottom: 1px solid black; width: 100px; margin-bottom: 5px;"></div> <p>Initials</p>
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STATEMENT OF CONSENT

If accepted as a participant, I will abide by the spirit and guidelines of Impact Ministries as defined in the [Short Term Team Member Impact Ministries Handbook](#) including Code of Conduct and Dress Code.

CONSENT FOR USE OF PHOTOS OR WRITTEN MATERIALS

I ACKNOWLEDGE AND AGREE that Impact Ministries has, without limitation, the absolute right and permission to publish, reproduce, distribute, and display any written accounts or depictions, motion and/or still pictures in which I may appear or be mentioned within its promotional materials. I waive and release the right or claim I may have to receive any compensation in regard to this.

GENERAL

I ACKNOWLEDGE that this Release will be effective and binding upon my heirs, next of kin, executor, administrators and representatives, in the event of my injury, death or incapacity; and in entering into this Release, I am not relying on any oral or written representations or statements made by Impact Ministries with respect to the subject matter of this waiver, other than what is contained in this waiver.

GIVING UP LEGAL RIGHTS

I UNDERSTAND AND AGREE that by signing this legal document I am not only giving up my right to sue Impact Ministries but also any rights my heirs, assigns or beneficiaries may have to sue Impact Ministries resulting from my injury, incapacity or death and that this Release Form is a legal agreement between Impact Ministries and myself. Its terms of agreement are contractual and not merely a recital.

GOVERNING LAW

This Release Form shall be governed by the laws of the United States and the laws applicable therein. I am signing this agreement freely, voluntarily and without duress;

DATED at _____ this ____ day of _____ 20__.

Witness – Signature (optional)

Participant – Signature

Witness – Print Name

Participant – Print Name