

## SOUTH AMERICA MISSION, INC. RELEASE FORM

EXECUTED ON \_\_\_\_\_, 20\_\_\_\_, BY AND BETWEEN SOUTH AMERICA MISSION, INC. AND \_\_\_\_\_, AS THE PARTICIPANT(S), AND AS THE PARENT(S) AND/OR LEGAL GUARDIAN(S).

### DEFINITIONS

Note: The terms defined on this page are printed in bold face wherever they appear in the Release. If you are unsure about the meaning of a defined term while you are reading this Release, please refer to the definition as set forth on this page.

**THE MISSION** - Shall refer to and include South America Mission, Inc. 5217 South Military Trail, Lake Worth, FL 33464-6099, and 1021 Maxwell Mill Rd. Ste B. Fort Mill, SC. 29708 and its operators, agents, employees, lessors, heirs, successors, and/or assigns.

**PARTICIPANT** - Shall refer to \_\_\_\_\_, who will actually be traveling and engaging in missionary activities. The term "PARTICIPANT" shall also include the PARTICIPANT'S spouse, children, heirs, personal representative(s), successor(s), administrator(s), legal representative(s), and/or guardian(s).

**WE/OUR** - Shall refer to \_\_\_\_\_, who are/is the parents(s) and/or legal guardian(s), and also shall include the PARTICIPANT who actually signs or executes this Release. In addition, "We" or "Our" shall include, with respect to each parent and/or legal guardian, and with respect to the PARTICIPANT, their spouse, children, heirs, personal representative(s), successor(s), administrator(s), legal representative(s), and/or guardian(s).

### RELEASE PROVISIONS

1. **PRELIMINARY STATEMENT.** It is the goal of THE MISSION to assist individuals who are interested in missionary activities. The purpose of this Release is to relieve THE MISSION from legal liability under the circumstances set forth in this document. The effect of this document, when signed, is to preclude you from asserting various legal rights which you may otherwise have in the absence of such an agreement. Please read the provisions carefully.

2. **NEGLIGENCE OF THE MISSION.** In the consideration for THE MISSION'S agreement to assist the PARTICIPANT in the PARTICIPANT'S missionary activities, we hereby voluntarily release, waive, and forever discharge THE MISSION, its operators, agents, employees, lessors, heirs, successors, and/or assigns from any and all claims, demands, damages, causes of action, cost, loss of services, expenses, and compensation on account of, or in any way growing out of, any injuries or harm to the PARTICIPANT which may arise or occur as a result of THE MISSION'S own negligence with respect to the PARTICIPANT.

3. **ASSUMPTION OF THE RISK BY PARTICIPANT.** In consideration for THE MISSION'S agreement to assist the PARTICIPANT in the PARTICIPANT'S missionary activities, we hereby assume responsibility for the risks inherent in the participation of missionary activities, and expressly agree to voluntarily release, waive, and forever discharge THE MISSION, its operators, agents, employees, lessors, heirs, successors, and/or assigns from any and all claims, demands, damages, causes of action, costs, loss of services, expenses, and compensation on account of, or in any way growing out of, any injuries or harm to the PARTICIPANT, which may arise or occur as a result of the PARTICIPANT'S activities and the resulting risks to which the PARTICIPANT may be subjected. We are aware these risks may include sickness, injury or loss of life due to exposure to sub-standard living conditions, injury or loss of life due to aggression or criminal acts by third parties, including but not limited to kidnaping or assaults; injury or loss of life due to acts of declared or undeclared war; injury or loss of life due to any violations of local or international law by the PARTICIPANT; injury or loss of life due to contact with unleashed, untrained, or wild animals; and injury or loss of life due to Acts of God (such as lightning, floods, etc.).

4. **AUTHORITY TO APPROVE MEDICAL TREATMENT.** We hereby place within THE MISSION'S discretion the ability and power to authorize all medical care and treatment it reasonably believes necessary during the PARTICIPANT'S involvement in missionary activities, including, but not limited to, emergency surgery and/or hospitalization. We agree to assume all responsibility for medical expenses which may be incurred by and on behalf of the PARTICIPANT, and agree to reimburse THE MISSION for all sums so expended.

5. **RELATIONSHIP BETWEEN PARTICIPANT AND MISSION.** We understand that THE MISSION'S function is to assist the PARTICIPANT in engaging in missionary activities. For this reason, we understand that THE MISSION does not serve in a fiduciary or parental capacity to the PARTICIPANT, and that THE MISSION does not accept, shall not be charged with, the rights, duties, and responsibilities of a fiduciary or parent, other than those which are expressly set forth in the Release. To the extent that THE MISSION would otherwise bear these obligations, we hereby voluntarily release, waive, and forever discharge THE MISSION, its operators, agents, employees, lessors, heirs, successors, and/or assigns from any and all claims which may arise or accrue as a result of the fiduciary or parental responsibilities with which the MISSION might otherwise be charged. In this respect, we further release and discharge THE MISSION from responsibility or liability in the event the PARTICIPANT is taken hostage or kidnapped during the PARTICIPANT'S involvement in missionary activities. We hereby expressly release THE MISSION from any responsibility for making any payment described as ransom or otherwise, or meeting any demands and/or conditions described as ransom or otherwise in the event the PARTICIPANT is taken hostage or

kidnaped.



6. **INDEMNIFICATION AGREEMENT.** In consideration for THE MISSION'S agreement to assist the PARTICIPANT in the PARTICIPANT'S missionary activities, we hereby voluntarily agree to indemnify THE MISSION and hold it harmless from any and all claims, demands, damages, causes of action, costs, loss of services, expenses, and compensation arising from any personal injury or loss of life suffered by the PARTICIPANT. Moreover, we herein express our intention to indemnify THE MISSION for injuries or loss of life arising from, or occurring as a result of, certain specified types of conduct. We hereby indemnify THE MISSION for injuries or loss of life suffered by the PARTICIPANT as a result of the MISSION'S own negligence. We also hereby indemnify THE MISSION for injuries or loss of life suffered by the PARTICIPANT as a result of the negligent or intentional conduct of third parties, said third parties including, but not limited to, criminals, agents, operatives, or residents of foreign countries, and medical personnel who may be called upon to treat or attend to the PARTICIPANT. Finally, we herein indemnify THE MISSION for any and all claims not otherwise specified herein which may arise from the injury to, or loss of life by, the PARTICIPANT.

7. **PROVISIONS TO BE READ TOGETHER.** The provisions of this Release, including the Preliminary Definitions, are to be construed together (in pari materia), so that this document shall be considered as a whole in the event a dispute regarding its language should arise.

8. **INCORPORATION OF DEFINITIONS: CONSTRUCTION.** The Preliminary Definitions to this Release are hereby incorporated in, and made an integral part of this Release. In the event an ambiguity or disagreement arises regarding a defined term, the definition as set forth in the Preliminary Definitions shall control. In the event an ambiguity or disagreement arises regarding a term which is not defined in this Release, it is the intention of the parties that the term or language at issue be accorded its plain meaning.

9. **LAW AND JURISDICTION TO GOVERN.** This Release shall be construed and enforced in accordance with the laws of the State of Florida, and the parties agree to submit themselves to the jurisdiction of the courts of Florida, which shall be the sole jurisdiction in which any parties may institute and maintain a legal proceeding against the other party arising from any dispute regarding this Release. Venue shall be in Palm Beach County, Florida. In the event any party initiates a legal proceeding in a jurisdiction other than Florida, or initiates a legal proceeding in a venue other than Palm Beach County, Florida, the other party may assert as a complete defense, and as a basis for dismissal of such legal proceedings, that the legal proceeding was not initiated and maintained before a court of competent jurisdiction in Palm Beach County, Florida, in accordance with this paragraph.

10. **SEVERABILITY.** In the event any specific term or provision is found invalid or unenforceable under the laws of Florida, that term or provision shall be stricken, but only so much as to excise the offending term or provision only. The remainder shall remain fully valid and enforceable, and shall be construed together (in pari materia) with the other provisions of this Release.

11. **BINDING EFFECT.** This Release shall inure to the benefit, and shall be binding upon the parties to this agreement. In addition, with respect to the PARTICIPANT, this Release shall be binding on his or her spouse, children, heirs, personal representative(s), successor(s), administrator(s), legal representative(s) and/or guardian(s). With respect to the parent(s) or guardian(s) executing this Release together with the PARTICIPANT, this Release shall be binding on the parent(s) or guardian(s), spouse, children, personal representative(s), successor(s), administrator(s), legal representative(s), and/or guardian(s).

We have read, understand and, by affixing our signatures hereto, signify our express agreement to each and every provision in this Release.

\_\_\_\_\_  
PARTICIPANT

\_\_\_\_\_  
PARTICIPANT

STATE OF  
COUNTY OF

The foregoing instrument was acknowledged before me this \_\_\_\_\_ by \_\_\_\_\_, who are/is personally known to me and who did not take an oath.

\_\_\_\_\_  
Notary Public

My Commission Expires: