

General Release of Liability

Participant name:
Participant address:
Name of Sponsoring Organization

Choose one Mexico Outreach event:

- Easter 1 March 27-April 2, 2010 Cuernavaca
- Easter 1 March 27-April 2, 2010 Chiapas
- Easter 2 April 3-9, 2010 Cuernavaca

THIS IS A LEGAL DOCUMENT - READ CAREFULLY BEFORE SIGNING

I, the Participant, desire to voluntarily use a camp site in Mexico operated as part of Azusa Pacific University's Mexico Outreach Reach Program and any services offered by APU in connection with my use of APU's camp site.

In consideration for being allowed to use APU's camp site, I agree to comply with the following conditions:

Assumptions of Risks: I understand that my use of APU's camp site in Mexico may involve visiting in a foreign country, which exposes me to certain risks and dangers. Some of these risks include, but are not limited to: (i) the hazards of travel by airplane, boat, train, bus, car, or other forms of transportation; (ii) different or unstable political, legal, social and economic conditions; (iii) local health and weather conditions; (iv) the potential of criminal or injurious acts by others, including terrorism; (v) physical exertion or emotional distress associated with length of travel or activities undertaken while abroad; (vi) exposure to infectious, communicable and other diseases; (vii) loss of or damage to personal property; (viii) physical injury or even death, resulting from accidents, natural disasters or acts of God; from strikes, war, quarantine or government restrictions; lack of access to adequate medical services or facilities; and (iv) also the following possible risks specific to my stay in Mexico:

- Risks associated with choosing to eat or drink food or beverages offered in the local community (e.g. possibly unfamiliar or upsetting food or beverages, including unsafe tap water; limited refrigeration; limited dietary choices);
- Adverse environmental conditions (e.g. lots of dust, rocks, dirt); dry climate, limited air-conditioning;
- Adverse forces of nature and/or other agencies known or unknown (e.g. insect bites);
- Risks associated with choosing to participate in visitations to various ministry sites in the local community (e.g. rehabilitation centers, men's prison - playing basketball with prisoners, women's prison - engaging in theatre or crafts with prisoners, elderly care centers, orphanages, women's or children's shelters, community service agencies); and
- Risks associated with choosing to participate in various construction-related ministry activities (e.g. laying a cement floor, building a bathroom, fixing a broken pipe, building a structure, or other projects).

I further understand and hereby assume complete responsibility for reviewing the U.S. Consular information (available at: http://travel.state.gov/travel/cis_pa_tw/cis/cis_1765.html), as well as the Centers for Disease Control information (available at: <http://www.cdc.gov/travel/destinationMexico.aspx>) on travel to, in, and around, Mexico. I also understand and acknowledge that it is my responsibility to maintain contact with the local American Embassy for any and all bulletins pertinent to the health, safety or welfare of Americans who are visiting or living abroad and to act prudently based on any such bulletins. **I know, understand, and appreciate the risks that are inherent in my use of APU's camp site in Mexico and related services. I hereby assert that my use of the facility and related services is voluntary and that I knowingly assume all such risks.**

In traveling abroad, it may be difficult or impossible to secure medical care or consent thereto in a timely manner. I acknowledge that I will be responsible for the payment of all fees, charges and other monetary items related to such treatment and/or care. I represent that I have obtained all health, accident and/or repatriation insurance I deem necessary. I further agree that I am responsible for my own medical needs during the trip or activity, that I will hold and appropriately use any over-the-counter or prescription drugs I may hold, purchase or otherwise deem necessary

during the trip or activity. I acknowledge that the University, and the sponsors or directors of the Program, are not responsible for my medical needs or any medical treatments of any kind.

General Release of Liability: I acknowledge that part of the enjoyment and learning of travel and/or volunteering is derived from the risks assumed by me and being part of an activity beyond the accepted safety of my everyday life. I hereby state that the enjoyment and learning derived from these inherent risks is part of the reason for my use of APU's camp site. I recognize these risks may be present before, during and after my use of APU's camp site. Knowing the above-mentioned risks, and in consideration of being allowed to use APU's camp site, I, for myself, my family, heirs, administrators, executors, personal representatives, assigns, and third parties, agree to release APU and Azusa Pacific International ("API"), and their respective boards, trustees, officers, agents, employees, students, volunteers, affiliates and related foundations (collectively, "APU Entities") and _____ (insert name of your Sponsoring Organization) from any and all claims, demands, actions, or causes of action of any sort on account of bodily injury, illness, death, emotional trauma, property damage, theft or other loss of any kind that I may sustain as a result of my use of APU's camp site, including any act or omission of any third party (e.g. first aid volunteer, rescue squad, hospital, community agencies).

Covenant Not to Sue: I understand that by signing this document, I am giving up my right to sue any of the APU Entities for any accident or injury that happens either on or off the premises of APU's camp site, unless such accident or injury arises out of the intentional conduct of any of the APU Entities. I also understand that I am giving up my right to sue my Sponsoring Organization for any accident or injury that happens either on or off the premises of APU's camp site, unless such accident or injury arises out of the intentional conduct of my Sponsoring Organization.

Indemnification: I further understand that by signing this document, I am agreeing to defend, indemnify and hold harmless all of the APU Entities and my Sponsoring Organization from any and all loss, liability, damage or costs incurred by them as a result of any injury or damage to the person or property of others which I may cause, or from any financial liability or obligation which I may personally incur in connection with my use of APU's camp site. **I understand that by agreeing to this clause I am releasing claims and giving up substantial rights, including my right to sue.**

Governing Law: I agree that any dispute arising out of my use of APU's camp site shall be governed and construed in accordance with the laws of Mexico.

Facsimile; PDF: I agree that, with prior APU consent, facsimile or PDF signatures for any documents in support of my registration for APU's camp site shall be deemed as effective as original signatures. APU consent will be given under this provision only in extenuating circumstances.

Change to Camp Use. I agree that APU has the right to make cancellations, substitutions, or changes in the case of emergency or changed conditions, including the level of participant interest in use of APU's camp site. I accept all responsibility for loss or additional expenses due to delays or other changes in the means of transportation, other services, or sickness, weather, strikes, or other unforeseen causes. I understand that APU is not responsible for any such disruption to my use of APU's camp site, nor for any consequent expenses I may thereby incur.

Participant signature: _____ Date: _____

Signature of parent or guardian: _____ Date: _____

(if Participant is under 18*)

* If your son, daughter, or ward is less than 18 years of age, it is our policy that you sign on behalf of your son, daughter, or ward to the above terms, and to be legally responsible for the obligation and acts of the Participant as described in this agreement; and to agree, for yourself and for your son, daughter, or ward, to be bound by its terms.



Consent to Travel to Mexico for Minors

Keep this original form with you while traveling in Mexico. This form ensures that both parents/guardians have consented to their minor engaging in international travel. Both parents must sign this document and get it notarized. If the parents are divorced or separated, both parents must still sign the document unless a parent has sole custody of the minor. If the minor is under the sole custody of a parent, a copy of the necessary documents proving sole custody must be attached to this form. If a parent has died, a copy of the necessary documents proving death must be attached to this form. Mexican law prohibits a minor from visiting Mexico if signatures are missing.

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This must be notarized to verify the authenticity of the signatures.

Participant name
Name of "Mother or Guardian"
Name of "Father or Guardian"

Licensee name (Organization)
Youth Leader or Staff Member (herein "Agent")

USA, Canadian or Mexican Citizenships must:

To enter Mexico and return to the USA: Bring a passport, or appropriate documents based upon your age (See the "Immigration Documents Chart"). If you have a "Greencard," YOU MUST BRING THE ORIGINAL. (There is a \$170 fine for not having your original Greencard.)

All Other Citizenships must:

To enter Mexico and return to the USA: Contact the nearest Mexican Consulate for permission to travel into Mexico. NOTE: Some citizenships require extra visas for entry which may take up to 4 months to process or are excluded from entry based upon diplomatic relations (See the "Immigration Documents Chart"). You must have a visa and Passport that allows re-entry into the USA. If you have a "Greencard," YOU MUST BRING THE ORIGINAL. (There is a \$170 fine for not having your original Greencard.)

Consent to Travel Outside the United States to Mexico: The above-named Parent(s) or Guardian(s) of the Participant has entrusted the Participant into the care of the Agent, an adult, and a duly authorized representative of the Organization, while the Participant participates in "Mexico Outreach," an activity of the Organization.

The Parent(s) or Guardian(s) do hereby authorize the Participant to travel outside the United States to the nation of Mexico.

Signature of "Mother or Guardian" (required)
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Signature of "Father or Guardian" (required)
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ALL-PURPOSE ACKNOWLEDGMENT

State of _____)
 County of _____) ss.

On _____, before me, _____
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared _____
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the state of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public _____ (Seal)

Both parents are required to sign in order to comply with the laws of Mexico.