



Pothawira (SH) Christian Mission Organization

THIS IS A FULL WAIVER AND RELEASE, PARTICIPATION AGREEMENT FOR POTHAWIRA'S MALAWI 2020 (THE "EVENT") MISSION TRIP.

THIS AGREEMENT MUST BE EXECUTED AND SUBMITTED TO POTHAWIRA INTERNATIONAL (a non-profit organization) (Return waiver to 7 N. Fair Manor Cir, The Woodlands, Tx 77382) or sent by via email (scan), to pothawirash@gmail.com. IN ORDER TO PARTICIPATE IN THE TRIP. THIS AGREEMENT CONTAINS A FULL WAIVER AND RELEASE OF LIABILITY, AND THE WAIVER OF CERTAIN LEGAL RIGHTS. PLEASE SEEK THE ADVICE OF LEGAL COUNSEL BEFORE SIGNING IF YOU ARE UNSURE AS TO THE EFFECT OF THIS AGREEMENT. EACH PARTICIPANT MUST COMPLETE THEIR OWN WAIVER.

I acknowledge and agree that travel to a foreign country, travel within the United States of America, and other aspects of the **EVENT** (mission trip) could be inherently dangerous, and that my participation in the **EVENT** (mission trip) entails certain risks, including, but not limited to, the risk of property damage, property loss, injury or even death due to any of the following occurrences (each, an "Occurrence"): accidents, injuries, illness and disease, aggravation of pre-existing health conditions, encounters with wild animals, environmental hazards, surface hazards, equipment failure, adverse weather conditions, and criminal and/or terrorist activity. In consideration for being allowed to participate in the **EVENT** (mission trip), I do hereby fully assume any and all risks associated with any Occurrence, and I do hereby agree to unconditionally release, absolve and hold harmless **Pothawira (Safe Haven)** in Malawi, its cooperating organizations, and all employees, board members, officers, representatives and agents of **Pothawira (Safe Haven)** in Malawi or any of its cooperating organizations, as well as their respective successors and assigns, Global Orphan Project, Pothawira International and all employees, board members, officers, representatives and agents of any of the foregoing-referenced organizations and entities, as well as their respective successors and assigns (collectively, the "Released Parties"), singly and collectively, from and against any blame, liability, damages, expenses, and causes of action arising from or relating to any property loss, property damage, personal injury, illness, death, disease, harm, loss, inconvenience, or any other damage of any kind whatsoever, whether to me or any other person or property, which may arise or result from, or which is in any way related to or connected with, any Occurrence, my participation in the **EVENT** (mission trip) or any dealings with Pothawira (Safe Haven) in Malawi related thereto. **THE FOREGOING RELEASE AND WAIVER SHALL APPLY NOTWITHSTANDING THE SOLE, CONCURRENT, ACTIVE OR PASSIVE NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT OF ANY RELEASED PARTY.**

PLEASE READ AND INITIAL ALL ITEMS ON THE NEXT PAGE): Need the last two pages (pgs.)



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In addition to the absolute and unqualified Release from all liability set forth above, by *signing my initials next to each statement below* I further represent, acknowledge and certify the following:

____ That I have sought the advice of a medical doctor and he/she has determined that I am physically capable of participating in the **EVENT** (Mission trip) and have no medical condition or physical impairment that would prevent me from doing so, and that I am and will be during the **EVENT** (mission trip) covered by medical insurance that will cover any medical care I may need during the **EVENT** (mission trip) as a result of injury or illness. That I have sought the advice of a doctor regarding the recommended vaccinations and medications appropriate for the country or countries I will or may visit during the **EVENT** (mission trip), given the relevant time of year, and that (i) I have received the vaccinations recommended by such doctor, as well as written documentation verifying such vaccinations, such documentation to be provided to **Pothawira International on behalf of Pothawira (SH) in Malawi** upon request, and (ii) I have been prescribed the medications recommended by such doctor, and will take such medications as prescribed. That I hereby consent to and permit the Released Parties or their appointed representatives to perform or authorize emergency or other medical treatment in the event I suffer any injury, illness or other medical conditions during the entire **EVENT** (mission trip).

____ That I will conduct myself in a safe and prudent manner while participating in the **EVENT** (mission trip). That I am a guest of the following organization: **Pothawira (SH) in Malawi**. I agree to abide by all rules, instructions, and guidelines during the entire time I visit Pothawira (SH) in Malawi. I also agree not to impose “my culture” on the indigenous culture of the host country and, with guidance from **EVENT** (mission trip) leaders and/or **EVENT** (mission trip) hosts, agree to honor the cultural norms of the host country.

____ That I have read the Malawi Trip Information Overview provided by Pothawira International on behalf of Pothawira (SH) in Malawi prior to the trip. That communication via email is an acceptable form for all aspects of the **EVENT** (mission trip), including, but not limited to: itinerary, guidelines, expenses, **EVENT** (mission trip) instructions, and that I have the ability to read, and will read, all MS Word, Excel, PowerPoint, and PDF documents that are sent by email periodically as the **EVENT** (mission trip) planning unfolds.

____ I give **Pothawira (SH) in Malawi and Pothawira International** permission to use digital files of photos and videos (including Smart Phones and other similar devices) taken during the **EVENT** (Mission trip) as requested by **EVENT** (Mission trip) leaders with the understanding that such photos will be used only to advertise and promote mission trips to Africa. Including without limitation in printed publication and/or on the Internet, and release both **Pothawira (SH) in Malawi and Pothawira International** and its members from any liability that may result from a use consistent with said release. If signing for minor/ward, the Consenter represents and warrants that I am the parent or legal guardian of the minor/ward and have full authority to consent to this release on behalf of the minor/ward.

By my execution of this Agreement, I hereby certify that (i) I have read this Agreement and freely agreed to all the terms and conditions set forth herein in consideration of being allowed to participate in the **EVENT** (mission trip); (ii) I fully understand all the terms of this Agreement, including without limitation the terms relating to the full waiver and release of the Released Parties from any and all liability, and was given the opportunity to consult with my own legal counsel before executing this Agreement; and (iii) no other agreements or arrangements, including without limitation any oral representations or inducements, that are contrary to any of the terms or conditions of this Agreement have been made between myself, Pothawira (SH) in Malawi and any other entity, person or party.

Signature: _____

Date: _____



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PLEASE COMPLETE **THE FOLLOWING FORM**. PRINT CLEARLY, USE ALL CAPS, AND SEND THE COMPLETED FORM TO POTHAWIRA INTERNATIONAL AT THE STREET ADDRESS BELOW OR SCAN AND EMAIL TO THE EMAIL BELOW: IF UNDER THE AGE OF 18, PARENT MUST SIGN.

First and Last Name: _____

Print: _____ / Signature: _____ Date: _____

Full Passport Name: (PRINT): _____

Passport # / Exp Date: _____ / _____ DOB: _____

Address: _____

City: _____ State: _____ Zip: _____

Cell # (w/Area Code): _____ Citizenship: _____

Food/Drug Allergies: _____

T-shirt/Polo Sizes _____

Emergency Contacts:

Contact #1

Full Name _____ Relationship _____ Phone Number _____

Contact #2

Full Name _____ Relationship _____ Phone Number _____

Name of minor or ward (PRINT): _____ Relationship: _____

Print Name of Consenter: _____

Signature of Consenter: _____ Date: _____

Address: _____ City: _____ State: _____

Zip: _____ Cell # (with Area Code): _____

Return signed waiver to: Pothawira International 7 N. Fair Manor Cir- The Woodlands, TX 77382 Ph. 832-657-7744. Email: pothawirash@gmail.com Web: www.pothawira.org