

Ixcan Ministries Assumption of Risk

Please read and understand before signing. Return the signed form to:

Ixcán Ministries
PO Box 51
Mandan, ND 58554

Name of Applicant: _____

(If applicant is under 18 years of age, a parent or legal guardian must also read and sign this form.)

Date of Birth: ____/____/____

Position: Long or Short Term Volunteer/ Missioner From: ____/____/____ to ____/____/____

I hereby agree as follows:

- 1. Risk of Volunteer Missioner:** I understand that participation as a volunteer missioner involves risk beyond living domestically. These include risks involved in traveling to and from and within, and returning from one or more foreign countries; foreign political, legal, social, and economic conditions; different standard of design, safety and maintenance of buildings, public places and transportation; local medical and weather conditions. I have made my own investigation and am willing to accept these risks.
- 2. Institutional Arrangements:** I understand that Ixcán Ministries does not represent or act as an agent for, and cannot control the acts of omission of any transportation carrier, hotel, tour organizer or other provider of goods or services. I understand that Ixcán Ministries is not responsible for matters that are beyond its control. I hereby release Ixcán Ministries from any injury, loss, damage, accident, delay or expense arising out of any such matters.
- 3. Independent Activity:** I understand that Ixcán Ministries is not responsible for any injury or loss I may suffer when I am traveling independently or apart from any Ixcán Ministries sponsored activities.
- 4. Health and Safety:**
 - a. I have consulted with a medical doctor with regard to my personal medical needs. There are no health-related reasons or problems that preclude or restrict my participation as a volunteer missioner.
 - b. I am aware of all applicable personal medical needs. I am prepared to meet any and all needs for payment of medical costs while I am serving as a volunteer missioner with Ixcán Ministries. I recognize that Ixcán Ministries is not obligated to attend to any of my medical or medication needs, and I assume all risk and responsibility therefore. If I require medical treatment or hospital care, in a foreign country or the country of my origin, during my time serving as a volunteer missioner, during the time of committed service, Ixcán Ministries is not responsible for the cost or quality of such treatment or care.

c. Ixcán Ministries may (but is not obligated to) take any actions it considers to be warranted under the circumstances regarding my health and safety. I agree to pay all expenses relating thereto and release Ixcán Ministries from any liability for any actions.

5. Standard of Conduct

- a. I understand that each foreign country has its own laws and standard of acceptable conduct, including dress, manners, morals, politics, drug use and behavior. I recognize that behavior that violates those laws or standard could harm Ixcan Ministry's relations with those countries and the institutions therein, as well as my own health and safety. I will become informed of and abide by all such laws and standard for each county to or through which I travel during my time of service to Ixcán Ministries.
- b. I will also comply with Ixcán Ministry's rules, standards and instructions for behavior. I waive and release all claims against Ixcán Ministries that arise at a time when I am not under direct supervision of Ixcán Ministries or that are caused by my failure to remain under such supervision or to comply with such rules and standards and instructions.
- c. I agree that Ixcán Ministries has the right to enforce the standards of conduct described above, and may ask volunteers to leave for violating these standards or for any behavior detrimental to or incompatible with the interest, harmony, and welfare of Ixcán Ministries, other volunteers, staff members or members of the community. I recognize that due to the circumstances of foreign mission service, if I am asked to leave, I consent to leave at my own expense.
- d. I will attend to any legal problems I encounter with any foreign nationals or government of Guatemala. Ixcán Ministries is not responsible for providing any assistance under such circumstances.

6. Changes in Service: Ixcán Ministries has the right to make cancellations, substitutions, or changes in case of emergency or changed conditions or the interest of Ixcán Ministries. 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. If I become sick or injured, I will be at my own expense seek out, contact and reach Ixcán Ministries at my next available destination.

7. Assumption of Risk and Release of Claims: Knowing the risks described above, and in consideration of being permitted to serve as a volunteer missioner with Ixcán Ministries, I agree, on behalf of my family, heirs, and personal representative(s) to assume all the risks and responsibilities surrounding my service with Ixáan Ministries. To the maximum extent permitted by the law, I release and indemnify Ixcan Ministries and their officers, employees and agents, from and against any present or future claim, loss, or liability or injury to person or property which I may suffer or for which I may be liable to any other person during my time of volunteer service (including periods in transit to or from any country where I may travel.)

I have carefully read this Release Form before signing it. No representations, statements, or inducements, oral or written, apart from the foregoing written statement, have been made. This agreement shall become effective only upon receipt of my application by Ixcán Ministries

and shall be governed by the laws of the land which shall be for forum for any lawsuits filed under or incident to this agreement or to Ixcán Ministries.

Name of Applicant: _____ Today's Date ___/___/___

I am the parent or guardian of the above Applicant. I have read the foregoing Release Form (including such parts as may subject me to personal financial responsibility), am and will be legally responsible for the obligations and acts of the Applicant as described in this Release Form, and agree, for myself and the Applicant, to be found by its terms.

Signature of Parent/Guardian: _____ Today's Date ___/___/___