

PARTICIPATION WAIVER AND RELEASE

The following student of Liberty Christian School (the “School”) desires to participate in the following activity with the School:

Student Name: _____ (the “Participant”)

Name of Activity/Event: Spring Break New Orleans Mission Trip **Dates:** March 11 – March 18, 2022

Objective of the Activity/Event: Students will be led by Real Impact Missions, Liberty Christian School staff, and alumni to Louisiana on a mission trip to serve the New Orleans area and share the gospel.

Description of Activity/Event: The spring break mission trip will be programmed, led, and hosted by Real Impact Missions. They are coordinating travel once we arrive to New Orleans as well as, food, lodging, and ministry opportunities. Our Liberty staff members and students will be traveling via airplane to Lake Charles. Once there, we will be bussed to ministry sites all over New Orleans, Louisiana. The cost for this trip includes transportation, in-state meals, lodging, ministry training, travel insurance, adventure day and ministry supplies. This cost does not cover meals while traveling to/from Louisiana, individual work supplies, immunizations and souvenirs.

All transportation, once in New Orleans, will be private transportation planned by Real Impact Missions in which we will have Liberty Staff, Real Impact staff, and our local ministry partners to oversee each ride with students. We will stay in the area of New Orleans, with the exception of the free day which may be at or near a body of water – safety precautions will be in place here. For lodging, students will be placed in rooms with gender specific room assignments and adults will stay in staff rooms. We will eat breakfast and dinner at the lodging location and lunch will be eaten at the ministry sites each day. We will be divided into teams of 20-30, made up of students and adult leaders represented from Liberty. These teams will do service projects throughout the week that require manual labor such as but not limited to rebuilding homes, demolition, clean up, and painting.

Students are encouraged to be mindful of the conditions and protect themselves appropriately. A list of items that will limit risk include heavy duty work gloves, closed toe shoes, insect repellent, sunscreen, a water bottle to fill with purified water, and a hat. Students are also responsible for being mindful of the topography and the risk that will be involved with varying terrain and stability.

Real Impact Missions has gone on scouting trips and has relationships with the local ministers in the area. We rely heavily on the information we receive from the local ministers as they help us lead and make safe and objective decisions.

Under the Supervision of: Liberty Christian School Staff and Real Impact Mission Staff

The parents/guardians, named below, hereby give permission for above-named student's participation in the above-referenced school-related, voluntary, activity or event.

In CONSIDERATION of above-named student being allowed to participate in the above-described activity or event (the “Event”), and understanding and acknowledging that the School is a non-profit corporation, we, the Participant and the parent(s) and/or legal guardian(s) of the Participant, jointly and severally, and intending to legally bind ourselves, our child, and all of our respective guardians, heirs, executors, personal and legal representatives, estates, beneficiaries, administrators, successors and assigns (all of the foregoing, collectively the “Releasers”), do hereby WAIVE, RELEASE AND DISCHARGE, AND COVENANT NOT TO SUE, the School, and its officers, directors, trustees, shareholders, owners, managers, partners, employees, staff, volunteers, chaperones, agents, and supervisors and their successors and assigns (collectively the “Releasees”) from any and all liability and/or claims, suits, damages, injury, disability, death, costs and expenses, whether arising before, during or after the Event, and whether caused by the sole or joint negligence, gross negligence, or tortious act or omission of the Releasees or any third party (collectively the “Claims”). Notwithstanding anything herein to the contrary, the willful misconduct of the Releasees is expressly excluded from the scope and application of this Waiver and Release. The Releasers hereby knowingly and voluntarily waive, to the fullest extent permitted by law, the benefits of any statute, law, rule, or common law which may limit the scope of this Waiver and Release.

I/We also hereby agree to INDEMNIFY, DEFEND AND HOLD HARMLESS the School and its officers, employees or agents from any and all claims, liabilities and costs asserted by or on behalf of me or any of my legal representatives, heirs, successors and assign with the scope of the release above. In consideration of my child having the privilege of participating in the trip, and acknowledging that my child and I/we accept responsibility for his/her actions at all times, I/we hereby assume the risk of, and release and hold harmless the School from, any and all injury to or damage by my child during this trip. As the parent or guardian of my minor child, I/we agree to be financially responsible for any and all damages, costs or fees for which the school may be liable as a result of the conduct of my child.

In the event that this Waiver and Release is found to be invalid, unenforceable, or void, in whole or in part, for any reason, then the Releasers acknowledge and agree that in no event, including, without limitation, the negligence or gross negligence of the Releasees, or any of them, shall the Releasees’ aggregate liability to Releasers or any other person exceed any applicable insurance limits, and in no event shall Releasees, or any of them be liable to any person for special, incidental, consequential, or punitive damages or for any indirect damages such as, but not limited to, exemplary damages or lost earnings, lost revenues or loss of consortium, or companionship (even if the Releasees have been advised of the possibility of such damages) whether based upon statute, contract, tort, negligence, strict liability, or otherwise.

Notwithstanding any provision herein to the contrary, this Waiver and Release does not release, is not intended to release, and does not in any way apply or relate to the release and/or discharge of any claims Releasers may have against any person and/or party other than the Releasees.

The Releasers are aware of, and understand fully, the potential risks involved in connection with the Events and that serious injury and death may occur, and each of them assume full, sole, and complete responsibility for, and risks of, death, personal or bodily injury, disability and/or property damage resulting from, in connection with, or in any way related to, Participant’s participation in the Events.

The Releasors represent and warrant to the Releasees, that (i) all of Participant's living parents and/or legal guardian(s), as applicable, have duly signed the Release and Waiver (unless the School has granted a specific written exception due to unusual circumstances), and (ii) Participant has no medical condition (physical or mental) which would or could impact on the Releasees allowing Participant to participate in the Events and that the Participant is physically able to participate in the Events, and (iii) the Participant is not taking any herbal or medicinal supplement or prescription that could impact Participant's participation in the Events.

The Participant and Releasors also understand that the Participant must not engage in any inappropriate behaviors, violate safety guidelines, use inappropriate language, violate the School's behavior/social guidelines, the Traveler's Pledge, or otherwise engage in any behaviors that create even the appearance or impression of impropriety while participating in the Events. No alcohol, drugs, or tobacco are allowed at any time. I/we agree that the School shall have the right to enforce appropriate standards of conduct and I/we authorize the School to take disciplinary or other action deemed reasonably necessary to maintain those standards both during and after the Event. In addition, if Participant violates any aspect of the guidelines set forth in this paragraph, the Participant and Releasors understand that the School reserves the right to require that the Participant be removed from the activity, requiring that the Parent either pick up or make arrangements for the Participant's return home, at the Parent's expense. No refunds will be provided for any Participant suspended for violation of the terms of this paragraph.

The Participant and Releasors also grant the School the permission to use Participant's name, image, voice, and identity in any program for promotion of the School, including written materials, website materials, video, audio, or other forms, without prior consent or compensation.

If in the event of an accident or emergency and I/we am/are unavailable to provide consent, I/we authorize the School to provide health care services to my/our child, at my/our expense, as deemed necessary, and I/we release and hold the School harmless from all liability resulting from such health care services. The Participant and Releasors also agree to promptly reimburse the School for any amounts that the School is required to expend on Participant's behalf for any medical care, expenses, transportation costs, damages, or loss incurred while Participant participates in the event. I/we also understand that we are required to maintain and carry accident medical coverage for the Participant in the event of an injury during the Event.

COVID-19 CERTIFICATION/SCREENING

Releasors and Participant agree and certify to all the following statements:

1. At the time of the event or activity, Participant has not been lab confirmed and/or is not waiting for a lab confirmation that Participant has COVID-19.
2. At the time of the event or activity and for at least 7 days prior to the event or activity, Participant has not experienced any of the following signs or symptoms of possible COVID-19: cough, shortness of breath, difficulty breathing, chills, repeated shaking with chills, muscle pain, headache, sore throat, loss of taste, loss of smell, diarrhea, feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit.
3. At the time of the event or activity, Participant has not had close contact with a person who is lab confirmed to have COVID-19 within the last 14 days.

4. Participant agrees to follow the Liberty Rules & Regulations for Mission Trips as well as the Liberty Student and Parent Handbook provisions or any other directives of an Liberty staff member, volunteer, or chaperone.

COVID-19 ASSUMPTION OF RISK / WAIVER & RELEASE OF LIABILITY / INDEMNIFICATION AGREEMENT

In consideration of being allowed to participate in and/or attend the Mission Trip, Participant and Releasors acknowledge, appreciate, and agree as follows:

1. Releasors and Participant acknowledge, and understand fully, the potential risks involved in connection with travel and that serious injury, including contracting and/or transmission of communicable diseases such as Coronavirus Disease 2019 (COVID-19), and death may occur, and assume full, sole, and complete responsibility for, and risks of, death, personal or bodily injury, disability and/or property damage resulting from, in connection with, or in any way related to, the Participant's participation in the Event or any activity related to the Event; and
2. Releasors and Participant acknowledge the contagious nature of COVID-19 and agree that participation in the Event includes possible exposure to and illness from COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and,
3. RELEASORS AND PARTICIPANT KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF OTHERS (including Liberty employees, agents, Board members, or volunteers as well as other participants and/or attendees) and assume full responsibility for the Participant's participation in the Event; and,
4. Releasors and Participant willingly agree to comply with the stated and customary terms and conditions for participation as regards to protection against infectious diseases. If, however, Participant observes and/or experiences any unusual or significant hazard during his/her presence or participation (including the onset of symptoms of possible COVID-19), Participant will remove himself/herself from participation or attendance and bring such to the attention of the nearest Liberty employee immediately; and,
5. Releasors and Participant, for themselves and on behalf of their heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, COVENANT NOT TO SUE, AND HOLD HARMLESS Liberty their officers, board members, officials, agents, volunteers, chaperones, and/or employees ("RELEASEES"), WITH RESPECT TO ANY AND ALL CLAIMS FOR ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE ACTIONS, OMISSIONS, AND/OR NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law. Releasors and Participant understand and agree that this release includes any claims based on the actions, omissions, or negligence of the Releasees whether a COVID-19 infection and/or any resulting illness occurs before, during, or after the Event.

I/we, as parent(s)/guardian(s), with legal responsibility for the Participant, have read and explained the provisions in this certification, assumption of risk, waiver/release to the Participant, including the risks of presence and participation and his/her personal responsibilities for adhering to the Liberty rules and regulations for this Mission Trip, including any COVID-19 related provisions. The Participant and/or me

on behalf of the Participant understand, certify, and accept these risks and responsibilities. I/we also certify to all the statements in the certification above for the Participant. I, for myself and the Participant, do consent and agree to his/her release provided above for all the Releasees and myself.

Furthermore, the Releasors acknowledge that the Releasors have received the opportunity (and been strongly encouraged) to review this Release and Waiver with an attorney, that the Releasors have carefully read and fully understand the contents of this Release and Waiver and have asked and received answers to all questions he/she/they may have, and that the Releasors have duly executed this Release and Waiver freely and voluntarily, intending and agreeing to be fully bound by the terms hereof.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have executed this Release and Waiver this __ day of _____, 20___. If Participant is under 18 years of age, all of Participant's living parents and/or legal guardian(s) must sign and notarize this form.

By: _____
Parent/Guardian: Signature

By: _____
Parent/Guardian: Print Name

By: _____
Parent/Guardian: Signature

By: _____
Parent/Guardian: Print Name

By: _____
Participant's Signature

By: _____
Participant's Printed Name

STATE OF TEXAS
COUNTY OF _____

Before me, a Notary Public, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office this ____ day of _____, 20__.

My Commission Expires:

Notary Public in and for the State of Texas

STATE OF TEXAS
COUNTY OF _____

Before me, a Notary Public, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office this ____ day of _____, 20__.

My Commission Expires:

Notary Public in and for the State of Texas