

PARTICIPATION WAIVER AND RELEASE

The following student of Liberty Christian School (the “School”) desires to participate in the following activity with the School. The Parents/Guardians, named below, hereby provide informed consent for the below-named student's participation in the following school-related, voluntary, activity or event.

Student Name: _____ (the “Participant”)

Name of Activity/Event: Spring Break Dominican Republic Mission Trip **Dates:** March 8-15, 2024

Objective of the Activity/Event: Students are going to be led by Real Impact Missions, Upper School staff, and Alumni to Santo Domingo, Dominican Republic on a mission trip to share the gospel with locals.

Description of Activity/Event: The spring break mission trip will be programmed, led, and hosted by Real Impact Missions. They are coordinating all travel, food, lodging, and ministry opportunities. Our Liberty staff members and students will be traveling via bus to ministry sites all over Santo Domingo, Dominican Republic. We will be doing work projects in poor communities and doing ministry in schools, churches, prisons, street corners, neighborhoods, athletic fields, universities, and anywhere they will have us. The cost for this trip is \$3095 which includes airfare, ground transportation, in country meals, lodging, ministry training, international health insurance with standard medical treatment plus emergency evacuation, project supplies, adventure day, and ministry supplies. This cost does not cover passport fees, airport meals, immunizations, and souvenirs.

We will fly by commercial airline to/from Dallas Fort Worth to/from the Dominican Republic. All transportation, while in Dominican Republic, will be private transportation via bus in which we will have Liberty Staff, Real Impact Missions staff, and our local ministry partners to oversee each ride with students. We will stay in the area of Santo Domingo, with the exception of the free day which may include swimming. We will be lodging at a location that has dorm or hotel style sleeping arrangements in a safe location. Students will be in dorms/hotel rooms with gender specific room assignments and adults will stay in staff rooms. We will eat breakfast and dinner at the lodging site and lunch will be eaten on the bus or at one of our stops each day. We will be divided into teams of around 25-30, with approximately 25 students, 4 adults, and 2 college students on each team represented from Liberty. These teams will preach the gospel through the use of a drama as well as interacting face to face with the local people and they will do service projects that require manual labor such as but not limited to building projects, picking up trash 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.

We always heed the warnings and travel advisories from the US State Department regarding any/all threats for Western travelers. RIM collaborates with the US State Department to monitor safety in every trip location on a regular basis and daily while teams are deployed. If physical or political conditions

make travel to a certain region inadvisable to RIM either before or during a trip, RIM will switch the project locale. We travel in teams of 25-30 individuals to maximize safety. We avoid crowded areas, stay away from local events, and spend our time moving from place to place. RIM has gone on scouting trips and we have great 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 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 addition, I/we understand and agree that the Participant may be assigned to an adult chaperone during the Event. If one of the below named Parents/Guardians is attending the Event as a volunteer/chaperone, I/we understand and agree that the Participant will be assigned to the Participant's Parent/Guardian and the Parent/Guardian will be responsible for all chaperone activities as related to the Participant. If neither Parent/Guardian of the Participant is volunteering, I/we agree and acknowledge that the Participant may be assigned to another adult chaperone. That assigned adult will be the Participant's chaperone and will assume all chaperone responsibilities for the Participant.

I/we understand that these activities may expose the Participant to risks including serious injury to the Participant, risk of COVID-19 exposure or illness, drowning, car or bus accident injury/trauma, injury or destruction of my or the Participant's property, and even death of the Participant. I/we have been notified of all the potential risks and hereby expressly and specifically assume all liability and responsibility for any such risks associated with, connected to, or in any way related to the Participant's participation in the Event. I/we understand that the Participant's participation in the Event is voluntary and I/we warrant that the Participant is physically and mentally fit and able to participate in all of the activities identified for the Event.

CONSENT FOR TRANSPORTATION

As a part of this Event, I understand that my/our Student will be traveling. I/we hereby give my/our permission for my/our Student to be transported on an LCS-owned bus or vehicle, a chartered bus, or in the private vehicle of an LCS employee and/or approved volunteer driver to attend this Event. I/We am/are giving permission to the driver(s) identified on the School's Approved Driver list to provide transportation from LCS to/from the Event and during the Event for the Student identified above. I/We also recognize that the driver(s) listed will be the primary insurer(s) in the event that an accident or injury occurs during the Event. I/We acknowledge that LCS did not make any representations to me/us about the driver(s)' driving record, insurance coverage, safety practices, or other matters that would have impacted my/our decision-making. The Parents/Guardians are aware of, and understand fully, the potential risks involved in connection with the transportation offered herein 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, Student being transported in a vehicle to/from/during the Event.

PARTICIPATION AND TRANSPORTATION WAIVER AND RELEASE

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 “Releasors”), 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”). By signing below, Parents/Guardians agree not to hold LCS, or any of the Releasees liable for any accident or injury that could ensue from, or be related to, the Student being transported by one of the drivers identified on LCS’s Approved Driver list. The types of claims I/We hereby release include contract claims, statutory claims, torts of any kind, negligence, intentional acts, or any other type of claim. 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 Releasors 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 Event and being transported to/from/during the Event, 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 Event. 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 Releasors 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 Releasors 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 Releasers 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 Releasers 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 or Statement of Faith, 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 Releasers 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 Releasers 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 Releasers 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.

Furthermore, the Releasers acknowledge that the Releasers have received the opportunity (and been strongly encouraged) to review this Release and Waiver with an attorney, that the Releasers

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.

I HAVE READ THE WAIVER AND RELEASES OF LIABILITY, THE ASSUMPTIONS OF RISK AND THE INDEMNIFICATION AGREEMENTS CONTAINED HEREIN. I FULLY UNDERSTAND THE TERMS OF THIS DOCUMENT, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN BELOW FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

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