

General Release of Liability

Participant name:
Participant address:
Name of Sponsoring Organization

Choose Mexico Outreach Event dates:

Mexicali, April 2-8, 2011

Dates: _____

THIS IS A LEGAL DOCUMENT - READ CAREFULLY BEFORE SIGNING

I, the Participant, desire to voluntarily use Azusa Pacific University's camp site in Mexico operated as part of Azusa Pacific University's Mexico Outreach 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 acknowledge that my use of APU's camp site will involve travel into Mexico, a country which is on the U.S. State Department's Travel Warning List. I hereby certify that I have read the U.S. State Department's Consular information (available at: http://travel.state.gov/travel/cis_pa_tw/cis/cis_970.html), as well as the Centers for Disease Control information (available at: <http://www.cdc.gov/travel/destinationMexico.aspx>) concerning travel to, in, and around, Mexico, and am aware of and understand the associated risks and dangers, including but not limited to the dangers to my own health and personal safety posed by the hazards of war, terrorist activity, riots, civil unrest, and earthquakes. 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 further 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 the hazards of war, terrorist activity, riots, and civil unrest; (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 an increasingly high rate of crime, often violent, in Mexico, with low rates of apprehension and conviction of criminals. Crime risks include, but are not limited to, drug-related violence, kidnappings, shootings, homicides, rape, criminal assaults, armed street crime, taxi robberies, subway robberies, armed robberies, pick-pocketing, purse-snatching, and harassment/extortion by Mexican officials.
- Risks associated with politically motivated violence, including those relating to public demonstrations and large public gatherings.
- 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, earthquakes);
- 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 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.

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PLEASE INITIAL HERE 

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 Mexico ("APM"), 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 travel related thereto and 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. **I understand that by agreeing to this clause I am releasing claims and giving up substantial rights, including my right to sue.**

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.

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.

Consent for use of Statements, Photographs, and Videos: I agree and hereby authorize Azusa Pacific University ("APU") to use statements made by me and photographs and/or videos taken of me in conjunction with my use of APU's camp site for promotional or university-related purposes.

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.