

**IAWAH CHRISTIAN MINISTRIES – GODFREY, ONTARIO**

**EVENT ACKNOWLEDGEMENT AND WAIVER**

**NOTICE TO PARTICIPANTS/PARENTS/GUARDIANS**

*THIS IS A LEGAL DOCUMENT. By signing this Event Acknowledgement and Waiver you are Acknowledging and Accepting the Risks Associated with this Event and Waiving your LEGAL RIGHTS including the Right to Sue.*

**PLEASE READ CAREFULLY**

PARTICIPANT'S NAME: \_\_\_\_\_(the "Participant")

PARTICIPANT'S ADDRESS: \_\_\_\_\_

**EVENT: IAWAH Christian Ministries Youth Development Leadership Program to Costa Rica - August 1 – 21, 2021 (the "Trip")**

***This form MUST be completed in full, signed, dated and witnessed before the Participant will be permitted to participate in the Trip.***

I, \_\_\_\_\_ (please print name), plan to participate in the above Trip organized by IAWAH Christian Ministries in co-operation with Camp La Cumbre.

1. I understand that the Trip will be supervised by IAWAH Christian Ministries staff and/or designated Camp La Cumbre staff.
2. I understand and acknowledge that participation in the Trip is completely voluntary.
3. I acknowledge that I have received a copy of, read and understand the *REACH COSTA RICA 2021 Youth Development Leadership Program Information Package* setting out the particulars of the Trip and the anticipated itinerary and schedule for the Trip (the "**Information Package**").
4. I understand and agree that the Trip starts when I am dropped off at Camp IAWAH (304 Iawah Rd. RR2 Godfrey ON) on August 1, 2021 and ends when I am picked up at Camp IAWAH on August 21, 2021 at the completion of my participation in the Trip.

**TRIP ITINERARY AND ACTIVITIES**

5. I understand that the Trip will include a variety of activities, including international air travel, hiking, swimming and use of local transportation. I have reviewed the Trip activities identified in the Information Package and understand what the Trip entails. I understand that the Trip may include other activities that are not identified in the Information Package.

6. I understand and acknowledge that the Trip and the Trip activities may be strenuous and/or physically, mentally or emotionally demanding. I understand that participating in the Trip and specific activities may have physical, mental, emotional and/or spiritual effects on me and/or the other participants.
7. I understand that I am responsible for making sure that I am physically and mentally fit to participate in the Trip and each Trip activity. I understand that if I have any medical condition(s) or health concern(s), I am responsible for checking with my doctor and my parent(s)/guardian(s) to make sure that it is safe for me to participate.
8. I understand that I am not required to participate in any of the activities and that it is my decision whether to participate. I understand that if I have any questions about any of the Trip activities, I should discuss them with the Camp IAWAH staff before deciding whether to participate.
9. I understand and agree that IAWAH Christian Ministries has the right to refuse to allow me to participate in any Trip activity if, in its opinion, it would be dangerous or unsafe for me to do so.

#### **ASSUMPTION OF RISK**

10. I understand and acknowledge that there are general risks and hazards inherent to this type of trip and specific risks associated with the Trip and the activities that will be undertaken as part of the Trip.
11. I have reviewed the attached **RISK INFORMATION SHEET** and understand the risks. I understand that general and specific risks may be relative to my own level of fitness and/or health.
12. I acknowledge that I have reviewed and understand the most current travel advice and advisories issued by the Canadian Department of Foreign Affairs and International Trade (<https://travel.gc.ca/travelling/advisories>) for the destination, including the risks detailed in the advice and advisories.
13. I understand that the Trip will involve travel in the United States using an American commercial airline carrier. I acknowledge that the Trip may involve or result in travel to or through other foreign countries.
14. I understand that the Trip will involve the use of third party service providers that are not owned or operated by IAWAH Christian Ministries, including but not limited to Camp La Cumbre and the Asociación de Ministerios Cristianos a los Anglo-hablantes (a.k.a. The Association of Christian Ministries) I understand that IAWAH Christian Ministries is

not responsible for Third Party Providers or their staff. IAWAH Christian Ministries accepts no responsibility for any acts or omissions of, or for any breach of contract, misrepresentation, negligence or error of any Third Party Provider with respect to any matter in connection with the Trip.

15. I understand that this Trip does not include medical supervision. I understand that in the case of an emergency, local emergency services will be called.
16. I understand and acknowledge that, before consenting to the Trip, it is my responsibility to obtain and learn as much as possible about the risks of the Trip, including reading the Information Package, to weigh the risks against the advantages of the Trip, and to decide whether or not to participate.
17. I freely and voluntarily consent to participate in the Trip. I agree to accept the risks associated with the Trip and fully understand that I will be solely responsible for any loss, injury or damage that I may sustain as a result of, arising from relating to my participation in the Trip.

#### **WAIVER, RELEASE AND INDEMNITY**

18. I understand and agree that IAWAH Christian Ministries, its directors, officers, employees, leaders (volunteer or otherwise), agents, representatives and affiliates (the “**Released Parties**”) take no responsibility or liability for any harm, loss or damage to myself or my personal items/property, or for any loss or claim that my family or any person representing any interest in me may have now or in the future, arising or resulting from my participation in the Trip.
19. I agree to release (not take legal action) and indemnify (reimburse, if someone else takes legal action) the Released Parties from any legal claims, damages or liability if I suffer harm, injury, death or damage to my personal items/property as a result of my participation in the Trip.

#### **MEDICAL/EMERGENCY**

20. I declare that I am physically sound and not suffering from any condition, impairment, infirmity or illness that would prevent me from participation in the Trip.
21. I confirm that the medical, emergency contact and other information provided on the Application Form, used in the registration process, is accurate, complete and up-to-date (or alternatively that I have provided IAWAH Christian Ministries with any updated or additional medical information that may be relevant to the Trip)
22. I agree that IAWAH Christian Ministries may, through its employees or agents, secure such medical advice and services as it, in its sole discretion, may deem necessary for my health and safety in the event of an emergency, and that I and/or my

parent(s)/guardian(s) shall be financially responsible for the provision of such emergency services.

23. I agree that I will be fully responsible for all costs and expenses which may be incurred in providing any medical, emergency or other special services to myself in connection with the Trip, and including but not limited to any and all costs of rescues, special travel, medical attention or other special outlay for myself personally, and to reimburse the Released Parties and its staff for all costs of these services as may be incurred by them for my benefit or at my request.

#### **DOCUMENTATION AND INSURANCE**

24. I understand that IAWAH Christian Ministries does **not** carry medical or emergency evacuation insurance that would cover participants for the Trip.
25. I understand that it is my responsibility to ensure the necessary travel documents (including passport and visa), and insurance, including but not limited to out-of-country medical insurance, accidental death, disability and travel insurance, are secured prior to the Trip. I understand that I will not be allowed to participate in the Trip without proof of international medical insurance that includes emergency evacuation.

#### **PARTICIPATION IN TRIP ACTIVITIES/TRIP CANCELLATION**

26. I understand that for my own safety and the safety of others, I will be expected to follow the rules and instructions of IAWAH Christian Ministries staff and/or Camp La Cumbre Staff while I am on the Trip. I agree to follow all rules and instructions, and I understand and acknowledge that if I fail to follow rules or instructions I may be required to refrain from or stop participating in some specific activity/activities, or be sent home from the Trip at my own cost and expense.
27. I understand and acknowledge that IAWAH Christian Ministries reserves the right to cancel, terminate or curtail the Trip and/or specific Trip activities, either prior to or while underway, due to weather, flooding, illness, political disturbances, terrorism, motor vehicle accidents, transportation problems, failure to perform on the part of the Camp La Cumbre staff and volunteers, travel guides or airline companies, problems relating to customs, immigration or visa requirements, or other circumstances either within or beyond the control of IAWAH Christian Ministries; and the conduct, including negligence, of fellow participants or other persons
28. I understand that IAWAH Christian Ministries will not be responsible for paying or reimbursing participants (or parents/guardians) for any costs incurred as a result of me being sent or going home early or the cancellation, termination or curtailment of the Trip.

**APPLICABLE LAW/JURISDICTION**

- 29. I agree that the laws of the province of Ontario and the federal laws of Canada shall govern the construction, interpretation and validity of this Acknowledgement and Waiver as well as any dispute arising from the Trip. I agree that the courts of the province of Ontario shall have exclusive jurisdiction to hear any complaint, demand, claim, proceeding or cause of action, whatsoever arising from or in connection with the Trip.
- 30. In entering into this agreement, I am not relying on any promises, inducements, representations or statements made by the Released Parties.
- 31. I confirm that I have read and understand this Acknowledgement and Waiver prior to signing it and hereby agree to all of its conditions. I understand that this Acknowledgement and Waiver is a legal document that will be binding upon me (as the Participant or the parent(s)/legal guardian(s) of the Participant), my heirs, next of kin, executors, administrators and successors. I agree that if any portion of this Acknowledgement and Waiver is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Participant's Printed Name

In the Presence of:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness' Printed Name

<p><b>PARENT /GUARDIAN OF MINOR PARTICIPANT</b></p> <p><b>This section of the Acknowledgement and Waiver MUST be completed if the Participant is a minor (under 18 years of age)</b></p> <p>I, _____ (please print name) am the parent/legal guardian of _____ (print minor child's name) (the "<b>Participant</b>") and have authority to make decisions on behalf of the Participant.</p> <p>I give permission for the Participant to participate in the Trip, including all of the Trip activities.</p> <p>I have read and understand this Event Acknowledgement and Waiver and the documents and links referenced in the Acknowledgement and Waiver. I understand and accept the risks associated with the Trip and Trip activities.</p>
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**On my own behalf and on behalf of the Participant, I hereby agree to all the above terms, conditions, waivers, releases and indemnities regarding the Participant's participation in the Trip.**

I understand and accept that IAWAH Christian Ministries takes no responsibility or liability for any loss to myself and all other persons who might have a claim under the *Family Law Act* (Ontario) or other law(s) as a result of the Participant participating in the Trip.

In the event of an emergency or medical necessity, I hereby authorize an adult representative of IAWAH Christian Ministries to make any necessary arrangements for the proper medical care of the Participant, and to give the required consents in connection therewith. I further authorize any medical, dental and/or emergency personnel selected by such adult representative to secure and provide necessary and proper medical treatment for the care of the Participant. I consent for the Participant to be transported by ambulance to an emergency center for treatment. I understand that I will be notified as soon as possible in the event that an emergency arises requiring medical assistance and I assume all financial responsibility for any medical treatment (including transportation) for the Participant.

I have reviewed this Acknowledgement and Waiver in its entirety before signing it and understand my rights and the content, meaning and impact of this Acknowledgement and Waiver.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

\_\_\_\_\_  
Parent/Guardian's Signature

\_\_\_\_\_  
Parent/Guardian's Printed Name

In the Presence of:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness' Printed Name

## RISK INFORMATION SHEET

### for IAWAH Christian Ministries Youth Leadership Development Program to Costa Rica - August 1 – 21, 2021 (the “Trip”)

General and specific risks associated with the Trip include, **but are not limited** to the following:

- laws, regulations and restrictions that are different than those in Canada;
- road, transportation system and vehicle standards that are of poorer quality than in Canada;
- vehicle breakdown in a remote area or traffic accidents;
- lower safety standards;
- a significantly higher level of crime or violence than in Canada;
- theft, vandalism or loss of personal property;
- danger from local wildlife;
- different environmental and weather conditions than those in Canada, including environmental or weather conditions that may be extreme and can change rapidly without warning;
- medical facilities that are of a lower standard than what might be expected in Canada;
- extreme heat and/or humidity;
- exposure to the elements which can be uncomfortable and/or harmful and which could causes sunburn, dehydration, heat exhaustion, heatstroke, hypothermia, muscle cramps or fatigue;
- altitude sickness, headache, loss of appetite, shortness of breath or difficulty sleeping;
- diseases, including those not common in Canada;
- allergic reactions, including potential exposure to common and/or potentially deadly allergens including but not limited to peanuts, tree nuts, sesame seeds, eggs, milk, seafood, wheat, bee stings;

- risk of serious injury or harm, including cuts, scrapes, blisters, muscle aches and pain sprains or pulled muscles, insect bites/stings, animal bites, broken bones, drowning, dismemberment, temporary or permanent disability, or death;
- aggravation of existing physical, medical or mental health conditions;
- Certain locations where we will be staying during the Trip are remote and not readily accessible by emergency vehicles. This may affect timely access to emergency services;
- loss or contamination of necessary medications;
- hazards resulting from political unrest, military and/or terrorist activity, previous or present;
- cancellation of this Trip or curtailment or cancellation of individual activities due to weather, flooding, illness, political disturbances, terrorism, motor vehicle accidents, transportation problems, failure to perform on the part of the Camp La Cumbre staff and volunteers, travel guides or airline companies, problems relating to customs, immigration or visa requirements, or other circumstances either within or beyond the control of IAWAH Christian Ministries; and
- the conduct, including negligence, of fellow participants or other persons.