



**FULL WAIVER AND RELEASE, PARTICIPATION AND FUNDRAISING PLEDGE AGREEMENT**

**FOR CHILD LEGACY INTERNATIONAL'S \_\_\_\_\_ (THE "EVENT")**  
**(Insert name of event – eg. 2015 Clean Water Climb)**

**THIS AGREEMENT MUST BE EXECUTED AND SUBMITTED TO CHILD LEGACY INTERNATIONAL, INC ("CLI") IN ORDER TO RECEIVE YOUR HIKER PACKET, RECEIVE PERMISSION TO PARTICIPATE IN THE TRIP, AND JOIN THE TEAM OF HIKERS. THIS AGREEMENT CONTAINS A FULL WAIVER AND RELEASE OF LIABILITY, AND THE WAIVER OF CERTAIN LEGAL RIGHTS. PLEASE SEEK THE ADVICE OF LEGAL COUNSEL BEFORE SIGNING IF YOU ARE UNSURE AS TO THE EFFECT OF THIS AGREEMENT.**

I acknowledge and agree that travel to a foreign country, travel within the United States of America, hiking and other aspects of the **EVENT** (climb and trip) are inherently dangerous, and that my participation in the **EVENT** (climb and trip) entails certain risks, including, but not limited to, the risk of property damage, property loss, injury or even death due to any of the following occurrences (each, an "Occurrence"): accidents, injuries, illness and disease (including without limitation altitude sickness), aggravation of pre-existing health conditions, encounters with wild animals, environmental hazards, surface hazards, falling rocks, equipment failure, adverse weather conditions, and criminal and/or terrorist activity. In consideration for being allowed to participate in the **EVENT** (climb and trip), I do hereby fully assume any and all risks associated with any Occurrence, and I do hereby agree to unconditionally release, absolve and hold harmless **CLI**, its corporate sponsors and cooperating organizations, and all employees, board members, officers, representatives and agents of CLI or any of its corporate sponsors and cooperating organizations, as well as their respective successors and assigns, Zara Tours, Church Project, Compassion International, International Christian Ministries, and all employees, board members, officers, representatives and agents of any of the foregoing-referenced organizations and entities, as well as their respective successors and assigns (collectively, the "Released Parties"), singly and collectively, from and against any blame, liability, damages, expenses, and causes of action arising from or relating to any property loss, property damage, personal injury, illness, death, disease, harm, loss, inconvenience, or any other damage of any kind whatsoever, whether to me or any other person or property, which may arise or result from, or which is in any way related to or connected with, any Occurrence, my participation in the **EVENT** (climb and trip) or any dealings with CLI related thereto. **THE FOREGOING RELEASE AND WAIVER SHALL APPLY NOTWITHSTANDING THE SOLE, CONCURRENT, ACTIVE OR PASSIVE NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT OF ANY RELEASED PARTY.**

**PLEASE COMPLETE BOTH SIDES OF THIS FORM. PRINT CLEARLY, USE ALL CAPS, AND SEND THE COMPLETED FORM TO MIKE AT THE STREET ADDRESS BELOW. OR SCAN IT AND EMAIL TO MIKE AT THE ADDRESS BELOW:**

Hiker's Name (PRINT)/Signature: \_\_\_\_\_ / \_\_\_\_\_ Date: \_\_\_\_\_

Full Passport Name (PRINT): \_\_\_\_\_ Passport #/Exp Date: \_\_\_\_\_ / \_\_\_\_\_ DOB: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_ Zip: \_\_\_\_\_ Cell # (w/Area Code): \_\_\_\_\_

Citizenship: \_\_\_\_\_ Food/Drug Allergies: \_\_\_\_\_ T-shirt/Polo Sizes \_\_\_\_\_

Emergency Contacts (2): \_\_\_\_\_

Contact #1 (Name/Relationship/Phone Number)

Contact #2 (Name/Relationship/Phone Number)

Name of minor or ward (PRINT): \_\_\_\_\_ Relationship: \_\_\_\_\_

Print Name of Consenter: \_\_\_\_\_ Signature of Consenter: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_ Zip: \_\_\_\_\_ Cell # (with Area Code): \_\_\_\_\_

Return signed waiver to: Mike Navolio 10 Morning Arbor Place The Woodlands, TX 77381  
Email. [mike\\_navolio@swn.com](mailto:mike_navolio@swn.com) Web. [www.childlegacy.org](http://www.childlegacy.org)

Ph. 832-373-7640  
Web. [www.cleanwaterclimb.net](http://www.cleanwaterclimb.net)

**PLEASE READ AND INITIAL ALL ITEMS ON THE 2<sup>ND</sup> PAGE (OVER):**

**In addition to the absolute and unqualified Release from all liability set forth above, by *signing my initials next to each statement below* I further represent, acknowledge and certify the following:**

\_\_\_ That I have sought the advice of a medical doctor and he/she has determined that I am physically capable of participating in the **EVENT** (climb and trip) and have no medical condition or physical impairment that would prevent me from doing so, and that I am and will be during the **EVENT** (climb and trip) covered by medical insurance that will cover any medical care I may need during the **EVENT** (climb and trip) as a result of injury or illness.

\_\_\_ That I have sought the advice of a doctor regarding the recommended vaccinations and medications appropriate for the country or countries I will or may visit during the **EVENT** (climb and trip), given the relevant time of year, and that (i) I have received the vaccinations recommended by such doctor, as well as written documentation verifying such vaccinations, such documentation to be provided to **CLI** upon request, and (ii) I have been prescribed the medications recommended by such doctor, and will take such medications as prescribed.

\_\_\_ That I hereby consent to and permit the Released Parties or their appointed representatives to perform or authorize emergency or other medical treatment in the event I suffer any injury, illness or other medical conditions during the entire **EVENT** (climb and trip).

\_\_\_ That I have read and agree to follow all instructions, guidelines, and plans as provided in written form by the **EVENT** (climb and trip) leader(s) prior to the Trip, and that I will abide by all verbal instructions, guidelines, and plans that may be given at various times before and/or during the entire **EVENT** (climb and trip).

\_\_\_ That any equipment I may use to participate in the **EVENT** (climb and trip) shall be in working condition; that I will observe all applicable mountain hiking, Tour Company, and Kilimanjaro National Park rules; that I will wear proper attire and have proper sleeping gear appropriate to the various altitudes I will be encountering; and generally conduct myself in a safe and prudent manner while participating in the **EVENT** (climb and trip).

\_\_\_ That I am a guest of various Christian agencies that include some or all of the following organizations: **CLI**, Zara, Church Project, Compassion, Mercy House & ICM. I agree to abide by all rules, instructions, and guidelines during the entire time I visit these agencies. I also agree not to impose "my culture" on the indigenous culture of the host country and, with guidance from **EVENT** (climb and trip) leaders and/or **EVENT** (climb and trip) hosts, agree to honor the cultural norms of the host country.

\_\_\_ That communication via email is an acceptable form for all aspects of the **EVENT** (climb and trip), including, but not limited to: itinerary, guidelines, expenses, **EVENT** (climb and trip) instructions, and that I have the ability to read, and will read, all MS Word, Excel, PowerPoint, and PDF documents that are sent by email periodically as the **EVENT** (climb and trip) planning unfolds.

\_\_\_ That I am required to attend all pre- **EVENT** (climb and trip) informational meetings or I will be subject to dismissal from the **EVENT** (climb and trip) at the **EVENT** (climb and trip) leader's discretion. For exceptional circumstances which prevent me from being present at the meeting, a required phone call meeting at the convenience of the leader will take place. Failure to have such a phone meeting in a timely fashion will also result in my dismissal from the **EVENT** (climb and trip) at the leader's discretion. Any and all payments made prior to dismissal will be refunded only if allowed by the airlines or the host organizations. I also acknowledge that I will be present at all breakfast and dinner times as the **EVENT** (climb and trip) progresses for any and all **EVENT** (climb and trip) updates and announcements.

\_\_\_ That I will provide all digital files of photos and videos (including Smart Phones and other similar devices) taken during the **EVENT** (climb and trip) as requested by **EVENT** (climb and trip) leaders with the understanding that such photos will be used only to advertise and promote mission trips to Africa. I also give permission to **CLI** to use my name and any pictures/videos taken of me during the Climb in any promotional materials, publications, or on the Internet, and to release my name, address and phone numbers to any official representative of a team I have chosen to join.

\_\_\_ That I voluntarily give my consent to **CLI** to use my photograph (s), likeness, name, story and/or voice for publicity and communication purposes on behalf of Child Legacy International, including without limitation in printed publication and/or on the Internet, and release **CLI** and its members from any liability that may result from a use consistent with said release. If signing for minor/ward, the Consenter represents and warrants that I am the parent or legal guardian of the minor/ward and have full authority to consent to this release on behalf of the minor/ward.

\_\_\_ In regards to fundraising, if I am participating in **CLI's** Mt. Kilimanjaro Clean Water Climb, I agree to raise a minimum of \$4000 for **CLI** by 1 month prior to the **EVENT** (climb and trip) start date or I will need to make up the difference by check, credit card or cash at that point in time. I also agree to raise 50% of the minimum by 4 months prior to the **EVENT** (climb and trip) start date or my air ticket purchase will be delayed. There will be no reimbursement for any airplane tickets or expenses issued or incurred outside of **CLI**.

\_\_\_ If going on the climb, I have, or will open, a Facebook account at least 2 months prior to the **EVENT** (climb and trip). This will be used by me and the **EVENT's** leader to advertise the trip as well as an appropriate aid in Fundraising.

\_\_\_ I agree to attend Bible Orality Training and commit to memorize, and share in the villages, at least 3 of the 5 Bible stories.

**By my execution of this Agreement, I hereby certify that (i) I have read this Agreement and freely agreed to all the terms and conditions set forth herein in consideration of being allowed to participate in the **EVENT** (climb and trip); (ii) I fully understand all the terms of this Agreement, including without limitation the terms relating to the full waiver and release of the Released Parties from any and all liability, and was given the opportunity to consult with my own legal counsel before executing this Agreement; and (iii) no other agreements or arrangements, including without limitation any oral representations or inducements, that are contrary to any of the terms or conditions of this Agreement have been made between myself, **CLI** and any other entity, person or party.**

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_