



CLEAN WATER CLIMB WAIVER



FULL WAIVER AND RELEASE, PARTICIPATION AND FUNDRAISING PLEDGE AGREEMENT

FOR CHILD LEGACY INTERNATIONAL'S CLEAN WATER CLIMB (THE "EVENT")

Select one or more of the following: Kilimanjaro Malawi Mission Malawi Mission + Mt. Mulanje
 Colorado 14-er (s) S. America Everest Base Camp
Trip Year: _____

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, Alpine Ascents, Zara Tours, Church Project, Shepherd Adventure Trekking & Expedition, 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): _____

Country: _____ Email: _____ Vocation: _____ Allergies: _____ T/Polo Sizes _____ / _____

Emergency Contacts (2): _____

For under 18 participants only please complete the following:

Name of minor or ward (PRINT): _____ Relationship to minor: _____

Print Name of Consenter: _____ Signature of Consenter: _____ Date: _____

Address: _____ City: _____ State: _____ Zip: _____ Co: _____ Cell # (with Area Code): _____

Return signed waiver to: Mike Navolio – 10 Morning Arbor Place; The Woodlands; TX 77381 Ph. 832-373-7640 menavolio@gmail.com

PLEASE READ AND INITIAL ALL ITEMS ON THE 2ND 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 will seek the advice of a medical doctor to determine if 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. I will provide a note from my doctor before the trip that I am approved by him/her to take on this trip.

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 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, depending on the trip, I may be a guest of various Christian agencies, so hereby 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 may 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) leader (s) with the understanding that such photos will be used only to advertise and promote **CLI** mission trips to Africa and **CLI** climbs of various mountains. I also give permission to **CLI** to use my name and any pictures/videos taken of me during the trip 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 **CLI**, 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 regard to fundraising, as a participant in **CLI's** Clean Water Climb, I agree to work my hardest and to the best of my ability to raise a minimum of either \$1250 (Appalachian Trail & Malawi Mission), \$2500 (Colorado 14-ers & Mt. Mulanje), \$5000 (Kilimanjaro, Machu Picchu, Everest Base Camp), or \$7500 (Aconagua, Chimborazo) climbs for **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 use an appropriate aid in Fundraising.

I acknowledge that this is a Christian **EVENT** (climb and trip) and acknowledge that, whether I am a follower of Jesus Christ or not, that I am representing Christ and the Christian organization **CLI** during the entire **EVENT** (climb and trip). As such I agree to adhere to Christian principles and doctrine as set forth in The Bible. I also agree to not drink alcohol to excess, to not use any tobacco products during the **EVENT** (climb and trip), and to refrain from any profanity or other questionable language.

As this is a team **EVENT** (climb and trip), I agree to do everything in my ability to be a team player which includes attending all pre-trip meetings (as mentioned above), encouraging my teammates whenever I can, supporting my teammates whenever I see a need, forgiving my teammates if ever there is a need, and not to be a complainer. I agree to bring all complaints to the team leader (s) in private for resolution.

For the Kilimanjaro / Malawi trip only, I agree and commit to memorize, and share in the villages, at least 3 of the 5 Bible stories presented at the mandatory meeting designated for the purpose of learning how to memorize and share scripture so as to draw all people we encounter to Christ.

In the event of contracting Covid before returning U.S. I understand I am responsible for all costs related to quarantine, flight changes, etc.

I am a follower of Jesus, or I am interested in learning what it means to be a follower of Jesus (optional).

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:

If mailing form, please return signed waiver to: Mike Navolio; 10 Morning Arbor Place; The Woodlands; TX 77381
Ph. 832-373-7640 menavolio@gmail.com

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