



POTHAWIRA (SAFE HAVEN) CHRISTIAN MISSION ORGANISATION

THIS IS A FULL WAIVER AND RELEASE, and PARTICIPATION AGREEMENT FOR POTHAWIRA'S HIKE 4 HEALTHCARE and MALAWI TRIP (THE "EVENT").

THIS AGREEMENT MUST BE EXECUTED AND SUBMITTED TO POTHAWIRA (Return waiver to 7 N. Fair Manor Cir, The Woodlands, Tx 77382) or sent by scan, to pothawirash@gmail.com. IN ORDER TO PARTICIPATE IN THE TRIP (this includes the Malawi 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. EACH HIKER MUST COMPLETE THEIR OWN WAIVER.

I acknowledge and agree that travel to a foreign country, travel within the United States of America, hiking and other aspects of the **EVENT** (Mt. Kili and the Malawi trip) are inherently dangerous, and that my participation in the **EVENT** (Mt. Kili and the Malawi 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** (Mt. Kili and the Malawi 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 **Pothawira International, Pothawira (Haven) Christian Mission Organization in Salima, Malawi**, its cooperating organizations, and all employees, board members, officers, representatives and agents of **both organizations** or any of its cooperating organizations, as well as their respective successors and assigns, Zara Tours, 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** (Mt. Kili and trip) or any dealings with Pothawira International or any entity 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 READ AND INITIAL ALL ITEMS ON THE NEXT PAGE

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** (Mt. Kili and the Malawi 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** (Mt. Kili and the Malawi trip) covered by medical insurance that will cover any medical care I may need during the **EVENT** (Mt. Kili and the Malawi 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** (Mt. Kili and the Malawi 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 **Pothawira (SH)** 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** (Mt. Kili and the Malawi trip).

___ That any equipment I may use to participate in the **EVENT** (Mt. Kili and the Malawi 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** (Mt. Kili and the Malawi trip). That I am a guest of various agencies that include the following organizations: **Pothawira (H)**, and Zara, 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** (Mt. Kili and the Malawi trip) leaders and/or **EVENT** (Mt. Kili and the Malawi trip) hosts, agree to honor the cultural norms of the host country.

___ I give **Pothawira** permission to use digital files of photos and videos (including Smart Phones and other similar devices) taken during the **EVENT** (Mt. Kili and the Malawi trip) as requested by **EVENT** (Mt. Kili and the Malawi trip) leaders with the understanding that such photos will be used only to advertise and promote mission trips to Africa. Including without limitation in printed publication and/or on the Internet, and release **Pothawira** 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.

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, Pothawira and any other entity, person or party.

Signature

Name

Date