



POTHAWIRA (SAFE HAVEN) CHRISTIAN MISSION ORGANISATION

THIS IS A FULL WAIVER AND RELEASE, PARTICIPATION AND FUNDRAISING PLEDGE 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. THE EVENT IS REFERED TO AS THE CLIMB- MT. KILIMANJARO AND THE TRIP- MALAWI (POTHAWIRA).

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 **Pothawira (Safe Haven)**, its cooperating organizations, and all employees, board members, officers, representatives and agents of **Pothawira (Safe Haven)** or any of its cooperating organizations, as well as their respective successors and assigns, Zara Tours, Pothawira International 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 Pothawira (Safe Haven) 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): Need the last two pages (pgs.)

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 **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** (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 agencies that include the following organizations: **Pothawira (SH)**, 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** (climb and trip) leaders and/or **EVENT** (climb and trip) hosts, agree to honor the cultural norms of the host country.

___ 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 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. 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.

___ I give **Pothawira (SH)** permission to use 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. 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.

___ In regards to fundraising, if I am participating in the **EVENT**, Mt. Kilimanjaro: Hike4Healthcare, I agree to raise a minimum of **\$5000** for **Pothawira (SH)** and **7,500 or more as a group/family**. There will be no reimbursement for any airplane tickets or expenses issued or incurred outside of **Pothawira (SH)**.

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: _____ **Date:** _____