



maryknoll lay
missioners

Where The Compassion Of The Faithful Transforms Lives



Hold Harmless, Waiver of Liability and Emergency Medical Care Authorization

Maryknoll Lay Missioners, formally known as the Maryknoll Mission Association of the Faithful, Inc., has developed the covenant agreement below in order to responsibly attend to the health and safety of participants of Friends Across Borders programs or other visitors and to assure that they are properly informed of the security and safety issues pertinent to the trip they plan to take.

FAB/MKLM makes every effort to provide a reasonably safe and healthy immersion experience. Nonetheless, as a fundamental element of our programs, participants travel to areas of poverty in foreign settings, and in doing so, undertake risks.

I, _____, will be participating in Maryknoll Lay Missioners' Friends Across Borders program trip to _____ from _____, to _____ (dates).

1. I have in effect health insurance with International Coverage to the country I will be visiting for the duration of the trip with the dates mentioned above and if I do not, I have notified trip organizers of this fact and I will purchase an International Health Insurance policy.

2. I am aware that there are inherent risks in travel and work in volunteer settings and that living and working conditions of the trip location differ considerably from my home environment and that such conditions are not within the control of the Maryknoll Lay Missioners. Housing will be simple and appropriate to the nature of the trip as a mission trip. Trip organizers will have ready access to reputable health care facilities available in the area of my trip destination, but these health care facilities may not be as accessible or of the standard available in a typical United States setting. Maryknoll Lay Missioners may not have in place detailed policies and procedures to address such matters as accommodation of disabilities, or complaints of discrimination or harassment.

3. I have checked the U.S. State Department reports and the Center for Disease Control (CDC) reports for the country of destination. I am aware of and have assessed the risks set forth in those documents as part of my decision to join in the program. I acknowledge that there may be additional factors that may not have been brought to my attention. I have concluded that the risks are acceptable and are outweighed by my desire to voluntarily participate.

4. With the above in mind, I understand and agree that Maryknoll Lay Missioners does not accept any responsibility or liability for my participation in any activity related to international or domestic program trips (Friends Across Borders), including but not limited

to housing accommodations, transportation (public, private and belonging to Maryknoll Lay Missioners), food and beverages, and social activities. Accordingly, I irrevocably and unconditionally release and forever discharge Maryknoll Lay Missioners, and each of its directors, officers, employees and agents including predecessors, successors and assigns from any and all actions, causes of action, suits, debts, claims, complaints, liabilities and demands of any nature, in law or equity, that I ever had, now have, or may have in the future; or that my heirs, executors, beneficiaries, administrators, assigns, and trustees hereafter may have, by reason of any claims relating to my participation in any activity involving the Maryknoll Lay Missioners during the period of my program trip.

5. I am in good health and I will take all medications necessary to treat any allergic or chronic conditions. If my trip destination requires immunizations, I have consulted with my physician and the CDC website and have received the necessary immunizations. If at any time during the trip, I need emergency medical care and am not able to give consent because of my physical or mental condition, I authorize emergency medical care decisions to be made on my behalf to Maryknoll Lay Missioners, and I specifically release Maryknoll Lay Missioners' members, employees, directors, officers, and agents in making those emergency medical care decisions, from any and all liability associated with said decisions, even if injury or death is the result of the Maryknoll Lay Missioners' alleged negligence.

6. In full consideration of the signing of this waiver, Maryknoll Lay Missioners permits me to participate in the indicated Friends Across Border program.

7. My agreement with Maryknoll Lay Missioners, including its members, employees, directors, agents and representatives, is governed by the laws of the State of New York. I agree, and I also agree on behalf of my heirs, executors, beneficiaries and other interested persons, that if there is ever a dispute about the terms or enforcement of this agreement, it will be decided by a judge and not a jury, according to laws of New York State.

8. I have carefully read all the terms of this covenant and sign it voluntarily, and accept all obligations contained in this covenant in exchange for the mutual promises outlined here.

THIS IS A LEGALLY ENFORCEABLE DOCUMENT

Participant:

Witness:

Signature

Signature

Date

Date

Printed Name

Printed Name

Signature of Parent or Guardian (required if participant is younger than 18 years of age)

Friends Across Borders / MKLM representative

Date