

Please read this general release, waiver, assumption of risk agreement CAREFULLY before agreeing it on the Mission Trip Volunteer registration form. It is a legal document which affects your legal rights. Please consult an attorney if you have any questions before you sign it.

**General Release, Waiver, and Assumption of Risk
VOLUNTEER**

Definitions:

1. “Madre y Nino” means, Madre y Nino, , Inc., and any and all of their subsidiaries and affiliates, supported or supporting organizations, their past, present and future employees, agents, representatives, staff, administrators, trustees, officers, directors, attorneys and insurers.
2. “Participant” means you and any of your minor children who participate in any Madree y Nino activity.

Agreement: Participant wishes to participate in a Madre y Nino volunteer opportunity, mission trip, activity or other event (the “Activity”). In consideration of and as a condition of participation, Participant agrees that:

1. Participant will not sue or make any legal claims that Madre y Nino’s conduct, acts or omissions, which are in any way related to the Activity, injured or damaged Participant. This includes claims that Madre y Nino’s conduct directly or indirectly caused Participant any injury, loss, damage, or expense. Participant intends this release to be as broad and comprehensive as legally possible and gives up any right to make a claim against Madre y Nino under any theory of recovery under the laws of the State of Texas and the United States of America, including but not limited to the laws of any other states of the United States of America, any other sovereign nation and claims under any and all treaties and agreements to which the United States of America is a signatory.
2. Participant shall indemnify and defend Madre Y Nino against any claim that Participant’s actions or failure to act injured or damaged a third party. Participant also agrees to pay the legal fees and costs Madre Y Nino incurs in defending against such a claim.
3. Participant has no physical or mental condition that would be aggravated by or prevent Participant from participating in the Activity. If Participant is injured during the Activity, Participant gives Madre Y Nino permission to secure emergency treatment for Participant.
4. Madre Y Nino shall be granted authority and the right to take photographs and make audio and video recordings (the “Media”) of Participant at the Activity for promotional and news purposes. Participant gives all of their rights and ownership in the Media to Madre Y Nino and irrevocably grants permission to Madre Y Nino to use the Media for any purpose whatsoever.
5. Participant shall abide by all of the Madre Y Nino standards of conduct, rules, regulations or instructions that apply to the Activity.
6. Texas law requires that all citizens report any suspected abuse or neglect of a child or elderly person to Texas Department of Human Services or a law enforcement agency. Participant agrees to comply with the law and cooperate fully in any investigation of suspected abuse of children, youth and/or elderly persons and, in addition to their reporting requirements under the law, to promptly report any suspected abuse to Madre Y Nino.

7. Madre Y Nino retains the sole right and discretion to require Participant to submit to a background check, including a criminal history verification, prior to Participant participating in any Activity. Participant shall promptly submit to a background check if one is required by Madre Y Nino.

I understand and accept the waiver above.