

## **Photo and Video Release; Media Policy for Mexico Ministry Trips**

### **Photo and Video Release**

I hereby grant to Unity 4 Orphans, Inc. and its affiliates, licensees, successors and assignees ("Unity 4 Orphans" or "Organization"), the absolute and unrestricted irrevocable right to use the photographs and videos taken of me, that I have submitted or in which I may be included with others; to copyright the same; to re-use, publish and republish the same in whole or in part, individually or in conjunction with other photographs or videos, and in conjunction with any printed matter, in any and all media now or hereafter known, and for any other purpose whatsoever, for illustration, promotion, art, editorial, advertising and trade, or any other purpose whatsoever with restriction as to alteration; from time to time, or reproductions thereof in color, black and white or otherwise made through any media.

I hereby waive any right that I may have to inspect or approve the finished products or the advertising copy or printed matter that may be used in connection therewith or the use to which it may be applied.

I confirm that I own all rights to all of the photographs I have submitted and that no one else can claim ownership of said images or videos. I hereby release, discharge and agree to save harmless Unity 4 Orphans, its legal representatives or assigns and all persons acting under its permission or authority, from any liability in connection with the use of the photographs and videos as aforesaid or by virtue of any alteration, processing or use thereof in composite form, whether intentional or otherwise, as well as any publication thereof.

I understand that there is no promise of compensation for use of my likeness and/or photographs.

I agree that the State of California shall be the jurisdiction where any legal action concerning the subject matter of this Release shall be conducted. This Agreement shall be governed by the laws of the State of California.

### **Media Policy**

I agree not to post personal, confidential or proprietary information about the Organization, the children or people I come into contact with during activities and on various Organizational trips whether in the United States or outside the United States. Confidential and Proprietary information includes but is not limited to full names, background stories, medical information, child history, family history and anything that would be negative to a child's future likelihood of being adopted or that would harm the reputation of the child, the family or the orphanage.

I agree to only post appropriate, approved photographs from activities and trips.

I agree that I will abide by any request of the Organization and will immediately take down anything deemed to be confidential, proprietary or a threat to the personal safety of the children.

I understand that "friending" of persons that I meet through Organizational trips and events is at my own risk and the Organization recommends that you should not initiate or accept friend requests except in certain circumstances.

I agree not to use any photos or videos or other media materials that I took on trips or during other Organizational activities or events, for commercial purposes or monetary gain without prior written consent from the Organization.

I HAVE READ THIS RELEASE AND MEDIA POLICY, FULLY UNDERSTAND ITS TERMS, AND AGREE TO IT IN ITS ENTIRETY:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name \_\_\_\_\_



RELEASE OF LIABILITY FORM (RISK) ASSUMPTION OF RISK AGREEMENT FOR ACTIVITIES PARTICIPATION

**This is a release of liability and assumption of risk agreement. Read it carefully and sign below.** Completion of this release is prerequisite to participation in any ministry activity. This release essentially says the individual named below is going to participate in a ministry activity, which involves inherent risks to participants. If he/she is hurt, injured, or even dies, you (i.e., the participant, parents and/or heirs) will not make a claim against or sue Unity 4 Orphans, Inc., its Director, Board Members, Officers, employees, volunteers, and agents, The Rock Academy, Rock Sports, The Rock Church, its Board of Trustees, officers, employees, and agents (collectively, the "Organizations"), or expect them to be responsible or pay for any damages.

NOW, THEREFORE LET IT BE KNOWN:

We, the undersigned, understand and acknowledge that \_\_\_\_\_, (Name of Participant) has voluntarily chosen to participate in a Rock-sponsored activity. We know and fully understand that any activity, including, but not limited to working with children, international and local mission trips, involves numerous risks, dangers, and hazards, both known and unknown, where serious accidents can occur, participants can sustain physical injuries, damage to their property, and even die. Regardless of whether the activity involves physical contact or not, all physical activities have inherent risks of injury which are inseparable from the activity and cannot be entirely eliminated regardless of the care taken by leaders, participants, coaches, trainers, or other staff. We acknowledge and willingly assume all risks and hazards of potential injury and death in this physical activity including any transportation to or from any such event.

\_\_\_\_\_'s (Name of Participant) participation in this activity is purely voluntary and it is being done at his/her own risk.

In consideration for The Organizations allowing the above-named individual to participate in this physical activity and mission trip, we voluntarily agree to release, waive, discharge, and hold harmless Unity 4 Orphans, Inc., The Rock Academy, Rock Sports, The Rock Church, its Board of Trustees, officers, employees, volunteers, and agents from any and all claims of liability arising out of their negligence, or any other act or omission which causes the student illness, injury, death and damages of any nature in any way connected with the individual's participation in this activity. We also expressly agree to release and discharge Unity 4 Orphans, Inc., The Rock Academy, Rock Sports, The Rock Church, its Board of Trustees, officers, employees, volunteers, and agents from any act or omission of negligence in rendering or failing to render any type of emergency or medical services.

I know that International travel involves danger and risk. I acknowledge that the dangers and risks include, but are not limited to, the hazards of travel by air, boat, raft, jeep, automobile, bus, taxi, bicycle, and on foot, travel in foreign countries, in jungles, mountains, high altitudes, steep terrain; travel and/or attendance at meetings among possibly unfriendly persons; sickness or injury in areas where medical assistance or law enforcement officials may be primitive or inadequate, unavailable or not readily available, and/or where rapid evacuation is not available; or where there is exposure to crime, to civil unrest and to forces of nature or other dangers. I understand that the above and other possibilities are potential risks of attending a Unity 4 Orphans mission trip or of any of its activities that may include ministry and/or missions travel.

I acknowledge that the Organizations do not accept any responsibility for any injury, loss or damage, whether or not covered by any insurance. I further acknowledge that the Organizations have required that I carry or obtain primary medical insurance covering personal injury, emergency evacuation and/or possible medical needs occurring during all trips and activities.

I hereby assume all risk of personal injury, sickness, or death, and damage to or loss of my personal property, and any delay, change of travel arrangements, and any and all other damage or expenses I may suffer as a result of participation in the activities. I agree to be fully responsible for my actions. Should I become ill or injured or suffer other damage, I will pay all costs involved including costs of evacuation and medical care I might receive. I authorize the Organizations to arrange for transportation, food, and lodging for me on any mission trips.

Before executing this Agreement I have made my own independent inquiry into all the facts and issues involved in the mission trips and activities and those raised by this document. With regard to my personal safety and well-being, I am not relying on any comment, statement, promise or other communication from or on behalf of the Organizations other than what is set forth herein I agree that the State of California shall be the jurisdiction where any legal action concerning the subject matter of this Release shall be conducted. This Agreement shall be governed by the laws of the State of California.

As parent or legal guardian of the student/participant if under 18 years of age, I have read and voluntarily agree that my son/daughter may participate in this physical activity, and I sign this release on his/her behalf. In signing this document, I fully recognize and understand that if my son/daughter is hurt, dies, or his/her property is damaged, I am giving up the student's right and the rights of the parents and heirs to make a claim or file a lawsuit against Unity 4 Orphans, Inc., The Rock Academy, Rock Sports, The Rock Church, their Board of Trustees, officers, employees, volunteers, and agents.

California Law provides as follows: "All persons making the field trip or excursion shall be deemed to have waived all claims against the district or the State of California for injury, accident, illness, or death, occurring during or by reason of the field trip or excursion. All adults taking out-of-state field trips or excursions and all parents or guardians of pupils taking out-of-state field trips or excursions, shall sign a statement waiving such claims." (Education Code Section 35330)

WE, THE UNDERSIGNED, HAVE READ THIS DOCUMENT. WE UNDERSTAND THAT WE ARE ASSUMING ALL RISKS INHERENT IN THIS PHYSICAL ACTIVITY, WE VOLUNTARILY SIGN OUR NAME AS EVIDENCE OF OUR ACCEPTANCE OF THE ABOVE PROVISIONS, PARTICIPATION IN THE ACTIVITY AND ANY FIELD TRIP OR EXCURSION ASSOCIATED WITH IT.

\_\_\_\_\_  
INDIVIDUAL PARTICIPANT SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PARENT/GUARDIAN SIGNATURE (REQUIRED IF PARTICIPANT IS UNDER 18)

\_\_\_\_\_  
DATE





## **EXPRESS WAIVER AND ASSUMPTION OF RISK, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

**PRINT NAME:** \_\_\_\_\_

This is a waiver and assumption of risk and hold harmless and indemnification agreement, which must be signed by each person who participates in a ministry activity, International Assignment (IA), International Impact Trip (IIT) sponsored by or associated with the San Diego Rock Church, Impact 195, Global Outreach, The Rock Academy, Rock Sports or other Rock related or affiliated entities. Please read this agreement carefully and if you agree with the terms of this agreement, please sign below. Completion of this release is a prerequisite to participation in any ministry activity, IA and IIT. If the participant is under the age of 18, both the participant and the participant's parent or legal guardian must sign the agreement. By signing this agreement you agree that if the participant is hurt or injured, regardless of the seriousness of the injury, neither the participant nor the participant's parent(s), legal guardian(s), heir(s), personal representative(s) or assign(s) (collectively referred to hereafter as the "Participant") will make a claim against or sue the Rock Church, Global Outreach, Impact 195, the Rock Academy, Rock Sports, or a Rock affiliated or related entity, including the foregoing entities' Board of Trustees, officers, employees, and agents (collectively referred to hereafter as the "Rock Church"), and will not expect the Rock Church to be responsible for or pay for damages suffered by the Participant.

NOW, THEREFORE LET IT BE KNOWN:

### **Acknowledgement of Risk:**

We, the undersigned, understand and acknowledge that \_\_\_\_\_ (name of participant), including the person's parent(s), legal guardian(s), heir(s), personal representative(s) or assign(s) (referred to hereafter as the "Participant") has voluntarily chosen to participate in a ministry activity, mission trip activity, IA, and IIT sponsored by the Rock Church as defined above. We acknowledge that any activity, including, but not limited to ministry work, missions work, traveling nationally or internationally, involves numerous risks, dangers, and hazards, both known and unknown, where serious accidents and serious illnesses can occur, participants can sustain physical injuries, illness, damage to their property, and even die. We further acknowledge that regardless of whether the activity involves physical contact or not, all physical activities have inherent risks of injury which are inseparable from the activity and cannot be entirely eliminated regardless of the care taken by leaders, participants, coaches, trainers, or other staff and volunteers. The Participant's participation in this activity is purely voluntary and it is being done at his/her own risk.

### **Waiver and Assumption of Risk by Participant:**

In consideration for the Rock Church, Global Outreach, Impact 195 allowing the Participant to participate in this mission assignment, IA, IIT, physical activity, the Participant voluntarily agrees to release, waive, and discharge the Rock Church, or any other Rock related or affiliated entities from liability and from any and all claims including the negligence of the Rock Church or previously mentioned entities, and for liability for any other act or omission resulting in illness, personal injury, an accident, or death to the Participant and any related property loss or damages of any nature to the Participant, arising from, but not limited to, the Participant's participation in this activity. We also expressly agree to release and discharge the Rock Church or affiliates from any act or omission of negligence in rendering or failing to render any type of emergency assistance or medical services to the Participant. We further acknowledge and willingly assume all risks and hazards of potential injury, including death that may occur to the Participant as a result of participation in this physical activity or arising during the Participant's transportation to or from the activity, mission, or trip.

### **Waiver and Assumption of Risk by Parent/Legal Guardian:**

As the parent or legal guardian of the Participant (if the Participant is under 18 years of age), I have read and voluntarily agree that the Participant may participate in this physical activity, and I sign this release on the





Participant's behalf. In signing this agreement, I fully recognize and understand that if the Participant is injured, or suffers any accident or illness, including death, or the Participant's property is lost or damaged, I am waiving or giving up the right of the Participant to make a claim or file a lawsuit against The Rock Church.

**Hold Harmless/Indemnification:**

The Participant and the Participant's Parents or Legal Guardians (if the Participant is under the age of 18) also agree to INDEMNIFY AND HOLD HARMLESS the Rock Church from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees, arising from the Participant's involvement in this activity and to reimburse the Rock Church for any expenses incurred by the Rock Church as a result of such claims, actions, suits, procedures, costs, expenses, damages and/or liabilities.

**Severability:**

The undersigned further expressly agrees that the foregoing waiver and assumption of risk agreement and hold harmless and indemnification agreement is intended to be as broad and inclusive as is permitted by the laws of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

California Law provides as follows: "All persons making the field trip or excursion shall be deemed to have waived all claims against the district or the State of California for injury, accident, illness, or death, occurring during or by reason of the field trip or excursion. All adults taking out-of-state field trips or excursions and all parents or guardians of pupils taking out-of-state field trips or excursions, shall sign a statement waiving such claims." (Education Code Section 35330)

**Acknowledgement:** We, the undersigned, have read this agreement, fully understand its terms, and understand that we are assuming all risks inherent in this physical activity and are giving up substantial rights, including our right to sue. We acknowledge that we are signing the agreement freely and voluntarily and intend by our signatures to accept the above provisions, and to completely and unconditionally release all liability associated with participation in the activity to the greatest extent allowed by law.

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

**San Diego Rock Church**

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**Global Outreach**

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