## Medical Missions Foundation Release and Waiver of Liability

The undersigned volunteer ("Volunteer") acknowledges that I have considered the risks associated with my participation in the mission(s) stated, and that I am voluntarily assuming all such risks. Volunteer in consideration of participating in any Medical Missions Foundation ("MMF") Related Activities (it is agreed that MMF Related Activities includes, but is not limited to, missions, scouting missions, medical missions, meetings, gatherings, parties, travel, mission payment or cancellation costs fees or expenses, meals, hiking, walking, other travel, trips, side trips, organized or unorganized activities. or any activities related in any way to MMF) hereby on behalf of himself/herself and on behalf of his/her heirs, family, significant others, relations, assigns, trustees, receivers, administrators, executors and/or agents hereby forever releases discharges and holds harmless MMF (it is agreed that MMF includes, but is not limited to, MMF, its officers, directors, employees, agents, travel agents/agency, volunteers, invitees, advisors, representatives, sponsors, cash donors, in-kind donors, and all other persons or entities doing business with, involved or related in any way with MMF, in any location where MMF Related Activities are conducted, including, the United States) from any and all liability, claims, rights, demands, actions, causes of action, expenses and damages of any kind or character which he or she may ever have, whether now or in the future. whether in tort, contract or otherwise, and/or whether known or unknown relating in anyway to volunteering for MMF and/or participating in any MMF Related Activities. Volunteer specifically releases any and all rights including any subrogation rights that might arise. The undersigned Volunteer further understands all of the risks involved in participating in volunteer activities in the United States and/or a foreign country to include serious injury or death and fully assumes all risks whatsoever for any injury, loss or damage of any kind relating to any MMF Related Activities and/or any associated or non-associated activities of any kind. The Volunteer hereby agrees to donate and offer his/her personal services and labor, free of charge, to MMF. Volunteer understands and agrees that they are not an employee of MMF and are not entitled to any wages and/or benefits nor compensation of any kind associated with their services.

Volunteer understands that this Release and Waiver of Liability discharges, releases, and waives MMF for any liability or claim that the Volunteer may have against MMF with respect to any bodily injury, personal injury, illness, death or property damage that may result from Volunteer's activities with MMF whether caused in any manner whatsoever including but not limited to, by the acts, inactions, omissions, errors, torts, breaches of contract/agreement/promises, wrong's, and/or negligence of MMF. Volunteer understands that MMF does not assume any responsibility for or obligation to provide

financial assistance or other assistance, including but not limited to medical, health, or disability compensation, benefit or insurance in the event of any injury or illness or death to Volunteer or anyone; MMF is ONLY providing limited kidnap and ransom insurance for Volunteer and limited liability insurance for MMF, for MMF's own actions or omissions to others, and not to Volunteer. Volunteer further agrees to indemnify MMF from any claim associated, with, Volunteer's activities while on MMF Related Activities.

The Volunteer executing this Release and Waiver of Liability acknowledges that there is valid consideration in executing this Release and Waiver of Liability. The invalidity of any statement, release, or waiver of rights under local, state or federal law does not invalidate any other statement, release or waiver of rights above and Volunteer has read, fully understands and agrees to this Release and Waiver of Liability, that this Release and Waiver of Liability contains the entire agreement between Volunteer and MMF relating to the above and is in addition to and shall not in any way diminish any other prior such releases and that no oral representation statements or inducements apart from this Release and Waiver of Liability have been made nor in any way relied upon by Volunteer. This Release and Waiver of Liability may not be modified and shall be governed by the laws of the State of Kansas without regard to any choice of law or conflict of law provisions.

Each Volunteer who is a practicing physician attending a mission represents that he or she is licensed to practice medicine in a least one state of the United States of America and has malpractice insurance for his/her practice of medicine. The Volunteer physician acknowledges that MMF in not employing, associating or otherwise controlling the physician's medical responsibilities on the mission and therefore, shall not be held responsible for any action taken by the physician while on a mission. The Volunteer physicians further agrees to indemnify MMF from any claim associated with the physician's activities while on MMF Related Activities.

## **Medical Consent to Treat / Medical Consent to NOT Treat**

In the event that emergency medical aid/treatment is required by me for illness or injury while participating in any MMF Related Activities \_\_\_\_ I DO \_\_\_ I DO NOT authorize MMF to use its best efforts to secure and obtain medical treatment and/or transportation if needed. (This authorization includes any treatment / procedure deemed "life saving" by a physician, hospital or other medical facility. This provision will only be invoked if the emergency contact listed above cannot be reached and MMF must act on my behalf.)