

YWAM SHIPS ORANGE COUNTY, INC., A NON-PROFIT CORPORATION STAFF, STUDENT,
MISSION BUILDER OR VOLUNTEER WAIVER, RELEASE AND INDEMNITY

(Print your name) _____, who is herein referred to as the "Releasor", hereby releases, waives and forever discharges YWAM SHIPS Orange County, also doing business as YWAM Ships KONA, Inc., a State of California and State of Hawaii nonprofit corporation, its trustees, directors, officers, agents, employees, if any, successors, insurers and volunteers, who are herein collectively referred to as "YWAM Ships" from any and all liability, claims, causes of action, loss and damage that may result from any injury to the Releasor's person or property, even injury resulting in death of the Releasor, arising out of the Releasor being a Student, a Guest, a Mission Builder, and/or a Full Time or Associate Staff member at or of the YWAM Ships, including without limitation of the foregoing those injuries arising out of or in any way related to the Releasor participating in any YWAM Ships conducted or sponsored program or activity whether on the YWAM Ships Kailua-Kona, Hawaii property, and/or off site, within or outside of the State of Hawaii, such as outreach programs, which are usually conducted overseas.

Releasor hereby acknowledges that if Releasor participates in a voyage on board one of its vessels, or in an outreach program, conducted or sponsored by YWAM Ships or travels internationally on YWAM Ships business, that he or she is fully aware of the fact that there are inherent risks at sea, on land, and in other countries, and that his or her personal health, freedom, safety and/or life may be at risk of loss or damage from injury, disability, contraction of disease, accidents, terrorism, persecution, war, political unrest and any other number of circumstances that might occur while traveling internationally or while participating in an outreach program, and that the Releasor has given such risks Releasor's full consideration, prayer and thought in deciding whether or not to participate in any such activities, and has given such risks Releasor's full consideration, prayer and thought before deciding whether or not to sign this instrument, and that Releasor has signed this instrument with full knowledge and acceptance of those risks, voluntarily, and not under any duress or undue influence of whatsoever kind or nature. Releasor acknowledges and accepts the fact, and assumes the risk that he/she may also be injured, disabled or even suffer death while participating and serving as a Staff, Student, Mission Builder, and/or Volunteer on property, on YWAM Ships vessels, and off property in Hawaii, and overseas. Releasor hereby knowingly and voluntarily assumes full responsibility for risk of loss of health, bodily injury, death or damage to Releasor's property arising out of the afore described risks, programs and activities.

Releasor further represents that he/she has health and medical insurance to cover all such contingencies and that insurance is current and in effect.

Releasor hereby agrees to indemnify and hold YWAM Ships harmless from any and all claims, liability, loss, damage, cost and/or expense, including attorney's fees and costs incurred by YWAM Ships in defending against any such claims and in enforcing this agreement, that may be asserted against YWAM Ships or that YWAM Ships may suffer or incur as the result of Releasor being a Student at YWAM Ships, or being a Mission Builder, and/or a Full Time or Associate Staff member at YWAM Ships, as the case may be.

Releasor expressly agrees that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Hawaii and any other jurisdiction in which any cause of action or claim may arise or be asserted, and is being given as an inducement to YWAM Ships to allow Releasor to be a Student at YWAM Ships or be a Mission Builder, and/or a Full Time or Associate Staff member at YWAM Ships, as the case may be. If any portion of this agreement is deemed to be invalid by a court with competent jurisdiction, it is agreed that the remainder of the agreement shall notwithstanding continue in full legal force and effect.

This release, waiver and indemnity agreement shall be binding on Releasor and Releasor's heirs, personal

representatives, successors and assigns, and shall inure to the benefit of YWAM Ships and its trustees, directors, officers, agents, employees (if any), insurers and volunteers.

RELEASOR ACKNOWLEDGES RELEASOR HAS CAREFULLY READ THIS AGREEMENT, FULLY UNDERSTANDS ITS LEGAL EFFECT AND HAS SIGNED IT OF RELEASOR'S OWN FREE WILL.

In witness whereof, Releasor has executed this instrument on _____, 20____

Releasor's Name and Signature: _____

Witness Name and Signature: _____

Parent/Guardian (if under 18): _____

School/Program Enrolled in: _____