

SPARK MINISTRY
2520 Tarpley, Suite 500
Carrollton, TX 75006
info@sparkministry.org

VOLUNTEER AGREEMENT

Participant's Name: _____
Parent/Guardian Name (if Participant under age 18): _____
(For purpose of this Agreement, Participant and Parent/Guardian will be referred to collectively as "Participant.")

In consideration of the opportunity to participate in any Spark Ministry activity, Participant acknowledges and agrees to the following:

- Activity Permission.** Participant understands that in addition to traditional weekend retreat activities, including, but not limited to, games, cooking, crafts, hiking, swimming, waterfront activities, and traveling to the locations of various activities, Spark Ministry may offer certain opportunities to participate in non-traditional activities possessing a moderate degree of risk of injury. Participant understands that by participating in these activities, Participant may be exposed to the elements of nature, including temperature extremes, inclement weather, insects, plants, animals and accidents or illness in a location without on site medical facilities. Participant understands that Participant may be participating in strenuous activities that will have inherent and other risks or dangers associated with them. Participant understands that Participant may ask any questions of the Spark Ministry staff to get a full and complete understanding of any such risk or danger associated with any activity, and that Participant may decline to participate in any activity. Participant is given permission to participate in and be transported to all Spark Ministry activities, unless specified in a written notice to Spark Ministry. Participant agrees to follow all rules, guidelines, and equipment requirements for all activities as specified by Spark Ministry or activity staff.
- Acknowledgment and Assumption of Risks.** Participant understands that Spark Ministry's activities range from mild to moderate and they may include inherent and other risks and dangers which can cause loss or damage to personal property, physical or psychological damage and injury such as sprains, breaks, cuts, bruises, emotional trauma, illnesses and the remote possibility of serious injury or death. Participant understands the activities and their risks. Participant's participation in any activity is voluntary. Participant acknowledges and assumes all risks of participation in a Spark Ministry activity, inherent and otherwise, and whether or not described above or in the materials provided by Spark Ministry or a third party.
- Agreements of Release and Indemnity.** Further, in consideration of the right to participate in a Spark Ministry activity, to the maximum extent allowed by law, Participant releases, and agrees not to bring any cause of action against Spark Ministry, its owners, managers, directors, employees, medical personnel, contractors or any related parties (the "Released Parties") for liability or claims of any nature, including loss or damage to property, personal injury or death, suffered by Participant in any way related to Participant's enrollment, participation in, or transportation related to a Spark Ministry activity. In addition, Participant agrees to indemnify the Released Parties (that is defend them, including satisfaction of liabilities, costs and attorney's fees) from claims brought by Participant, members of Participant's family and any other person arising out of Participant's participation in, or transportation related to a Spark Ministry activity. **The claims which are the subject of these agreements of release and indemnity include those arising from the negligence, but not the gross negligence or intentionally wrong conduct, of any Released Party.** The activities intended to be covered by these agreements of release and indemnity include transportation to and from Spark Ministry activities and on any premises utilized by Spark Ministry for any of its activities.
- Injury/Illness.** Should Participant become ill or injured while participating in a Spark Ministry activity, the person identified below as Emergency Contact will be notified if, at the sole discretion of Spark Ministry staff,

such notification is necessary. Notification is usually reserved for emergency situations. Parent/Guardian may contact Spark Ministry if at any time a parent/guardian has a question or concern regarding the health status or safety of Participant.

5. **Medical Costs.** Participant understands that Participant is financially responsible for any required medical services that Spark Ministry's staff and facilities cannot accommodate. These services include (but are not limited to) prescriptions, x-rays, physical therapy, lab work, dental and orthodontia work and emergency room visits. Participant is also responsible for the cost of any emergency transportation by ambulance or air flight.
6. **Medical Release.** Participant understands that Spark Ministry is not obligated to provide on site medical care or facilities. Participant gives permission to the medical personnel selected by Spark Ministry to provide routine healthcare, to administer medications, both over the counter and prescriptions, to order x-rays and routine tests, to hospitalize, secure proper treatment for and to order injection, anesthesia or surgery for Participant. Participant authorizes Spark Ministry or its designees to provide or arrange necessary related transportation for Participant. In addition, Participant authorizes the release of all records, x-rays, notes and any other medical information related to Participant to Spark Ministry or its designee.
7. **Use of Personal Information/Images.** Participant gives Spark Ministry permission to make visual images (photographs, movies, videos) and audio recordings of Participant and to use such visual images and audio recordings on the Spark Ministry website, in printed or electronic marketing materials, or in other audio or visual communications, and Participant releases Spark Ministry from any and all liability related thereto. Spark Ministry will keep any and all personal information regarding Participant confidential and will not disclose or utilize it for any purposes other than Spark Ministry's internal records and marketing purposes.
8. **Applicable Law.** Any dispute of any nature arising out of this Agreement or as a result of Participant's participation in a Spark Ministry activity shall be brought in the courts of Dallas County, Texas and Texas laws will control any such dispute between Participant and Spark Ministry or any related or Released Party.
9. **Airline and trip costs:** If you decide not to attend the Spark Mission trip after airline tickets have been purchased in your name, you are responsible for the cost of the airline ticket. If you decide not to attend the Spark Mission trip within the final month from departure, you are responsible for any costs incurred on your behalf: hotel, outing tickets, shirts, etc., ...unless another volunteer is found to replace your spot.

I have read the above policies, consents, permissions, assumptions of risk and agreements of release and indemnity and agree to abide by them to the fullest extent allowed by law.

Date: _____

(Printed Name of Participant)

(Signature of Participant)

(Printed Name of Parent/Guardian)

(Signature of Parent/Guardian)

EMERGENCY CONTACT INFORMATION

Name: _____

Phone: _____

Email: _____