

PARTICIPANT AGREEMENT

1. **Definitions:**

a. "Buckner" means Buckner International, Buckner Foundation, Inc., Buckner Children and Family Services, Inc., Buckner Adoption and Maternity Services, Inc., Buckner Retirement Services, Inc. and any and all of their subsidiaries and affiliates, their past, present and future employees, agents, representatives, staff, administrators, trustees, directors, attorneys and insurers.

b. "Participant" means you, your spouse and any of your minor children who participate in any Buckner activity.

2. **Agreement:**

Participant wishes to participate in a Buckner mission trip, activity or event (the "Activity"). In consideration of and as a condition of participation, Participant agrees:

a. **Participant will not sue or make any legal claims that Buckner's conduct, acts or omissions, which are in any way related to the Activity, injured or damaged Participant. This includes claims that Buckner'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 Buckner 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 any and all treaties and agreements by which the United States of America is bound.**

b. Participant agrees to indemnify and defend Buckner 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 Buckner incurs in defending against such a claim.

c. Participant is not aware of any 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 Buckner permission to secure emergency treatment for Participant.

d. Participant gives consent to Buckner 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 his/her rights and ownership in the Media to Buckner and irrevocably grants permission to Buckner to use the Media for any purpose whatsoever.

e. Participant agrees to abide by all of the Buckner standards of conduct, rules, regulations or instructions that apply to the Activity.

By signing this Participant Agreement, Participant affirms that he/she has read this Agreement, understands it, and signs it voluntarily.

PARTICIPANT

If PARTICIPANT is not 18 years old-

Name (please print)

Name of Parent or Legal Guardian (please print)

Signature

Signature of Parent or Legal Guardian

Date

Date