

POTTER'S HOUSE ASSOCIATION

RELEASE OF LIABILITY AND PERMISSION FOR MEDICAL CARE

I. INTRODUCTION

This is a release of liability and an authorization regarding medical care. By signing below, I am agreeing to release Potter's House Association International and Potter's House Association - Guatemala (collectively "Potter's House") and its representatives from liability. I am also granting permission to Potter's House and its representatives to seek and obtain medical care in the event of my illness or injury. I have, therefore, been advised to read this document carefully and understand that I have the opportunity to consult with an attorney before signing.

It is my understanding that participation in a mission trip, vision trip, or any other activity (collectively "Trip") to or in Guatemala organized by Potter's House is a privilege. In consideration for the privilege of participating in this Trip, I am signing this Release of Liability and Permission for Medical Care Form (Release). I acknowledge that my participation in this Trip may involve certain risks of physical injury, illness, or death, including risks of which I may not currently be aware, and I hereby agree to assume such risks.

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN ANY/ALL ACTIVITIES ASSOCIATED WITH THIS TRIP, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

II. RELEASE AND INDEMNIFICATION

I hereby agree to release and hold harmless Potter's House, members of its Board of Directors, Advisory Board members, and its officers, employees, members, volunteers, and agents (collectively, the "Released Parties") from liability, and to discharge and waive any and all claims, demands, losses, damages, and liabilities with respect to any and all property damage, property theft, personal injury, disability, death and/or actions of any kind which may arise from my participation in the Trip. The foregoing sentence shall apply (without limitation) to all claims, demands, losses, damages, and liabilities described therein, whether known or unknown, foreseen or unforeseen, future or contingent, except claims, demands, losses, damages and liabilities arising out of the sole and exclusive gross negligence and willful misconduct of one or more of the Released Parties. I further covenant not to sue any of the Released Parties in connection with any of the claims, demands, losses, damages, or liabilities described above.

I further agree to indemnify, save, and hold harmless the Released Parties from any and all claims, demands, losses, damages, and liabilities, for indemnities, contribution or otherwise with respect to an and all property damage, property theft, personal injury, disability, death and/or actions of any kind which may arise from my participation in this Trip, as may be asserted by a third party (defined as any party other than the Released Parties or me), except to the extent such a claim might be based upon the sole and exclusive gross negligence or willful misconduct of one or more of the Released Parties.

III. AUTHORIZATION FOR MEDICAL CARE

I certify that I am physically fit, have sufficiently prepared or trained for participation in this Trip, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in this Trip.

I understand that I am responsible to provide my own insurance coverage and that Potter's House does not and will not cover emergency medical expenses associated with any injury that may occur while I am outside the United States. I agree that I am solely responsible for any and all costs associated with any medical expenses incurred.

In case I am in need of medical or surgical treatment to protect my health and welfare while participating during the Trip, I authorize and agree to allow any authorized agent or employee of Potter's House to consent to and authorize the administration of such necessary medical and/or surgical treatment. I acknowledge and agree that the release of liability, hold harmless, and indemnification provisions set forth in Section II shall apply to any authorization and consent to medical or surgical treatment made on my behalf by Potter's House or its authorized agents or employees. If I am a minor, I understand that efforts will be made to contact my parent/guardian before these actions are taken.

IV. MEDIATION/ARBITRATION

Potter's House and I agree that, should a claim or dispute arise from my participation in this Trip, it shall be settled by biblically based mediation and, if necessary, legally binding arbitration under a Christian mediation or reconciliation process in accordance with the Rules of Procedure promulgated by Peacemakers Ministries Inc. of Billings, Montana, USA, or its successor. The venue for such mediation or conciliation process shall be Pewaukee, Wisconsin, or such other location as agreed upon by both parties. Judgment upon an arbitration award may be entered in any court otherwise having jurisdiction.

V. MISCELLANEOUS

I grant Potter's House permission to use in their printed materials and on their respective websites and other digital media photographs and/or videos taken of or by me during the Trip and during any related activities.

I expressly waive any defense to the enforcement of any provision of this Release arising from a claim of lack of consideration. In the event that any provision of this Release is determined to be invalid or unenforceable, the remainder of the provisions shall remain in full force and effect as if this Release had been executed with the invalid or unenforceable provision eliminated. I understand and agree that this Release is intended to be as broad and inclusive as permitted under applicable law.

The undertakings and covenants of this Release shall be binding upon me, my family, heirs, next of kin, legal representatives, beneficiaries, successors, and assigns. This Release shall be interpreted in accordance with the laws of the State of Wisconsin. The terms of this Release are contractually binding and are not a mere recital.

This Release shall be effective and binding upon me. I have read this Release and understand its terms. I further represent that I am at least 18 years of age and am not a minor in my State of residence or, if I am a minor in such State, that both of my parents or my legal guardian have signed this form in the Consent section below acknowledging this Release and accepting its terms on my behalf.

Participant's Signature _____ Date _____

Participant's Printed Name _____

Parental/Guardian Consent and Acceptance of Release on Behalf of Above Minor Participant(s)

Parent's Signature _____ Parent's Signature _____

Printed Name _____ Printed Name _____

Date _____ Date _____

Minor Participant's Name & Birth Date _____

Minor Participant's Name & Birth Date _____

Minor Participant's Name & Birth Date _____



To protect both servants (volunteers) and the Treasures they serve, Potter's House Association (PHA) and its SERVE Program require that **all servants** (volunteers) become certified prior to arrival by taking and passing with a grade of 90% or higher the PHA Certification Quiz. The quiz is based on the General Principles of Behavior that appear below. Only certified servant (volunteers) will be permitted to participate in Potter's House SERVE projects and programs. Please read these principles and indicate your willingness to abide by them.

General Principles of Behavior

These principles are based on experience and God's direction so that His name be glorified during your time of service with us.

Faith:

Potter's House is a Christian nonprofit organization that welcomes the participation of volunteers of other faiths. However, followers of other religions are **not permitted** to share their faith or otherwise proselytize among the Treasures, PHA staff, or other volunteers.

Life Style:

Participation in PHA projects and programs is missionary work and requires that volunteers respect the Guatemalan culture and agree to certain limitations on the freedoms they enjoy at home.

Personal Habits:

There are many differences between the Guatemalan culture and your country's culture. In particular, many evangelical Christians in Guatemala and other parts of Central America adhere to stricter personal standards than some Christians in other countries. Remember that Paul tells us in 1 Corinthians 10:23, "*Everything is permissible—but not everything is beneficial*," so you must be careful not to let the freedoms you enjoy by grace be stumbling blocks for your brothers and sisters in Guatemala. Therefore:

- ✓ Use of **tobacco, illegal drugs, and alcohol** (including beer and wine) is prohibited for the duration of your stay in Guatemala.
- ✓ If you have **tattoos**, you should keep them covered while at Potter's House and working in the communities. In Guatemala, tattoos are associated with gang membership and criminal activity. A gang member who sees your tattoo may assume that you are a member of a rival gang trespassing on his turf and try to eliminate the threat (you). If you have a tattoo that cannot be covered, please be careful not to encourage children or teenagers to follow your example in that area.
- ✓ Only women are permitted to wear **earrings**. Piercings of other body parts—nose, tongue, eyebrow, etc.—should not be exposed to the people to whom we minister.
- ✓ Women, in particular, should not wear tight or transparent clothing or clothing that exposes cleavage, bellybutton, or other parts (use your imagination).
- ✓ The clothing you wear when working with the Treasures should be modest and in reasonably good condition. For your protection shorts and sandals are not permitted in the communities.
- ✓ **Do not** use vulgar or offensive language, including taking the Lord's name in vain.
- ✓ Avoid public displays of affection between unmarried members of the opposite sex.



Note to Teenagers: Please be thoughtful and cautious in your relationships with Guatemalan teens of the opposite sex.

- ✓ The casual “love you” that you say or write to friends at home may be interpreted as a declaration of romantic love by the young man or woman with whom you have been hanging out. In Spanish, “Te amo” is such a declaration. “Te quiero” is more appropriate, but still subject to misinterpretation.
- ✓ Another way in which you may mislead or hurt your new friends is with hugging. Everybody hugs in Guatemala, but teens should avoid physical contact with members of the opposite sex over the age of 10. Guys and girls can hug by briefly touching shoulders and brushing cheeks.
- ✓ These guidelines apply to the child(ren) you or your family potentially or currently sponsors. Behavior that is appropriate for your interaction with a six-year-old ceases to be appropriate when that “child” is a teenager.
- ✓ Bottom line: Be aware that your words and actions may be sending a message that you do not intend, so go out of your way to keep your friendships appropriate.
- ✓ **Parents** should be alert to inappropriate interactions between their teens and the Treasures.

Dating: PHA does not consider it wise for servants (volunteers) to begin dating members of the PHA staff or the community. A servant (volunteer) who is considering doing so should inform the group leader, who will inform their assigned Servant (Volunteer) Coordinator. The servant (volunteer) should be willing to abide by the coordinator’s recommendation.

In the Communities

These rules are for your health and safety.

- ✓ Service to the Treasures should be your priority. Focus on completing your project(s) and other activities with enthusiasm, but don’t hesitate to take an occasional break to connect with the homeowner, a family member, or other Treasures you may meet.
- ✓ Do not wear jewelry.
- ✓ Take only necessary items to your project site. Leave everything else in your locker at PHA’s community centers.
- ✓ If you take a camera or phone, you do so at your own risk. Do not leave it lying around the project site, and keep it in your pocket or backpack when walking to and from the project site.
- ✓ Drink only bottled water and soft drinks; do not eat food from street vendors or your new friends. If a Treasure offers you food or drink in anything other than a sealed bottle or bag, accept it with a smile and take it to PHA, where it will be used to bless another Treasure.
- ✓ **Do not touch** animals in the community, no matter how friendly they appear.
- ✓ PHA recommends that each job site or activity have a designated photographer who can take photos and share them with the rest of your team. We also ask you not to take pictures on your walk to and from your project. This is with the intention of preserving both your safety and the Treasures’ dignity.
- ✓ **Do not go anywhere alone**, this includes wandering off or lagging behind your group when walking through the communities. If you need to go somewhere, inform a member of the PHA staff, who will arrange for a trusted escort. This applies to everyone, including big, strong adult males and volunteers who know their way around the community.



Child Protection:

At Potter's House, we believe that our Treasures are created in God's image. As such, we treat them and expect servant (volunteers) to treat them with **respect and dignity**. This means that:

- ✓ A member of the PHA staff must be present during your visit with and Treasure or your potential sponsored child—even if you don't require a translator.
- ✓ A member of the PHA staff must be present any time a servant (volunteer) enters a Treasure's home. The staff member will decide whether to enter the home or invite the homeowner outside to speak with the servant (volunteer).
- ✓ Because many Treasures suffer from Poverty of Affection, it is important to treat them in a way that shows respect and love without sending wrong messages or making yourself vulnerable to accusations of inappropriate behavior.
- ✓ Servants (Volunteers) are to discourage the Treasures (children, youth, families, potential sponsored children or community facilitators) from visiting the servant's (volunteer's) place of accommodations without a PHA staff member present.
- ✓ Servants (Volunteers) must never, under any circumstances, inflict any emotional, physical or sexual abuse on any Treasure at any time.

Submission to Authority:

Servants (Volunteers) must respect the agreements their team has made with PHA, including:

- ✓ If you start a project, you must complete it.
- ✓ Respect the schedule. Please do not make last minute changes.
- ✓ If you think a change is necessary, discuss it with your project manager and/or team leader.
- ✓ Do not assume that tools, equipment, or other items you may find around PHA can be used for projects without permission. Do not borrow anything without permission.
- ✓ All tools and portable materials (paint) must be accounted for and returned to PHA at the end of every day. Do not leave tools or materials at the job site.
- ✓ You must clean up after yourself and your team.
- ✓ Respect PHA's facilities and offices. If you break or lose something, notify the Servant (Volunteers) Coordinator.
- ✓ All communication with PHA should be through your team leader.
- ✓ If you know PHA staff members and want to spend some of your free time with them during your stay, please coordinate your plans through your team leader. PHA is happy to coordinate these activities with your friends and include them in your schedule, but we need to know about them in advance so they don't conflict with group activities.
- ✓ Team members must submit to the authority of the group leader. Comments, questions, suggestions, and concerns should be communicated through your group leader. Questions about finances, work, budgets, etc. should not be directed to staff members.

Right of Contact:

The people you meet and the friendships you make at PHA are the result of many years of work and relationship-building by PHA staff. Because of this, we ask the following:



Potter's House Association

- ✓ PHA does not work with intermediaries. A group that is interested in doing volunteer work here should designate a leader who can communicate directly with PHA.
- ✓ Do not arrange extra activities with the Treasures (children, teenagers, or adults) without authorization from the Servant (Volunteer) Committee. To request permission, speak to the Servant (Volunteers) Coordinator.
- ✓ Recognize PHA in all materials. If you create a web site, post photos on Facebook, publish an article, give an interview, write letters, or otherwise share information about the work you are doing, you should mention that you are working under the auspices of PHA. If the material is to be disseminated widely, a draft should be submitted to the Servant (Volunteers) Coordinator for approval.
- ✓ If you have ideas for future projects to benefit the community, please submit them to the Servant (Volunteers) Coordinator for consideration.
- ✓ Do not give cash to the Treasures. As tempting as it is, do not give cash to people in the community or to your potential sponsored child or their parents. We say this because,
 - If you give cash once, the children and their parents will come to expect it, and it will become an obligation.
 - If you give money to a child, his/her parents will take it and may spend it on things that may not be of benefit to the child.
 - If a child receives money, he/she will tell his friends, who will expect or ask for money from other members of your group and/or members of other groups.
 - Many parents do not know how to manage money wisely, which is why PHA provides education, medical care, and food instead of money, which is often spent foolishly.
- ✓ Do not give or request personal information such as address, phone number, Skype name, or e-mail address. If you want to maintain contact with someone you meet, please do so through PHA. This is for your protection.

I understand the above Behavioral Principles and agree to comply to them before, during and after my service trip with Potter's House.

Servant (Volunteer) Name

Date