

PARTICIPANT AGREEMENT

THIS AGREEMENT AFFECTS YOUR IMPORTANT LEGAL RIGHTS. PLEASE READ IT CAREFULLY

1. Definitions:

a. “Buckner” means Buckner International, Buckner Foundation, Inc., Buckner Children and Family 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, officers, directors, attorneys and insurers.

b. “You” means you, the person who is signing this agreement AND it also means any of your minor children, foster children, adopted children, or children for whom you are the legal guardian for whom you have signed this Agreement.

2. Agreement:

You wish to participate in a Buckner volunteer opportunity, mission trip, activity or other event (the “Activity”). In consideration of and as a condition of participation in the Activity, You agree to the following:

a. **You will not sue Buckner for ANYTHING related to the Activity.** You will not sue or make any legal claims that Buckner’s conduct, acts, omissions, policies or any of its behavior which are in any way related to the Activity, injured or damaged You. This includes claims that Buckner’s conduct directly or indirectly caused You any personal injury, mental injury, loss, damage, or expense. This also includes any claims that Buckner’s conduct, acts or omissions in any way led to the infection, transmission or spread of any disease or illness, including but not limited to COVID-19. You also acknowledge that if the Activity is outside the United States that certain countries and locations may not have adequate medical or health and safety supplies, personnel or medicines that can treat injury, disease or illness (“Lack of Medical Care”) and Participant, in addition to all other claims, specifically releases any and all claims against Buckner for Lack of Medical Care. Participant intends that their release of all claims against Buckner related in any way to this Agreement or the Activity be as broad and comprehensive as legally possible and any interpretation of this Agreement shall be made to give this release full effect under any possible legal theory. Participant 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 claims under any and all treaties and agreements to which the United States of America is a signatory.

b. **You are responsible for your actions.** If you cause damage to or harm another person or their property, you are responsible for it. If that person sues Buckner, then you will reimburse and pay Buckner for any damages or expenses that it has to pay that person for your actions.

c. **You are in a condition to engage in the Activity.** You have no physical or mental condition that would be made worse by the Activity or prevent You from participating in the Activity. You also allow Buckner permission to secure emergency treatment for You if you are injured in the Activity.

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d. **Buckner may take photos, recordings or other media of You at the Activity.**

Buckner may take photographs, make audio and video recordings, obtain written testimonials or other depictions (the “Media”) of You at the Activity for promotional and news purposes. This includes use of the Media on social media, the internet or in written publications. You grant Buckner the right to obtain the Media and You give up any rights and ownership in the Media and grant permission to Buckner to forever to use the Media for any purpose whatsoever.

e. **You will obey the rules.** You shall abide by all of the Buckner standards of conduct, rules, regulations or instructions that apply to the Activity.

f. **You will report abuse or neglect.** Texas law requires that all citizens report any suspected abuse or neglect of a child or an elderly person to Texas Department of Human Services or a law enforcement agency. If You see or suspect abuse or neglect at the Activity, You will cooperate with any investigation and in addition to any reporting requirements under the law, You will promptly report any suspected abuse to Buckner.

g. **Some Activities include Spiritual Development.** Buckner welcomes all people of diverse faith backgrounds and experiences. If the Activity includes spiritual development such as discipleship, Bible study, Bible stories, and Vacation Bible School, You acknowledge that you will conduct yourself in a manner consistent with the reputation of Buckner as a faith-based, Christ-centered ministry. You also acknowledge that Buckner believes in the biblical and theological perspectives historically held by the Baptist General Convention of Texas.

h. **Some Activities require Background Checks.** If the Activity, in Buckner’s sole discretion, requires You to submit to a background check including a criminal history check prior to participation, You shall submit to such background checks and expressly authorize Buckner to perform such background checks. You acknowledge that Buckner has the sole discretion to disallow You from participating in an Activity based upon the results of a background check.

i. **You are signing voluntarily and intelligently.** You acknowledge that You are signing this agreement: 1) Voluntarily; 2) after You have read it; 3) after You have understood it; and 4) after You are fully aware of the legal consequences.

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