

## RELEASE AND INDEMNIFICATION AGREEMENT

In consideration of the acceptance of the undersigned's application for participation in a mission trip sponsored by Sagemont Church, Houston, Texas (the "Church") and as an inducement to organizing the mission trip to **[Hidalgo]** ("Mission Trip") and permitting the undersigned's participation, the undersigned agrees:

The undersigned understands, knows of and assumes all risks inherent in participating in the Mission Trip. These risks include, but are not limited to, the hazards of transportation, kidnapping, service projects, construction projects, illness or accident in remote places without immediate access to medical facilities, and the forces of nature. I further acknowledge that travel in a foreign country includes additional risks including but not limited to civil or political unrest, criminal activity, and possibly terrorism. Any of such activities may cause serious bodily injury or death. The undersigned represents that he/she possesses the skills and fitness to participate in these activities safely and without supervision.

The undersigned fully and forever releases and waives and agrees not to bring or cause to be brought all claims, demands, actions, or causes of action of every possible kind and nature the undersigned might assert, including, without limitation, claims for personal injury, wrongful death, or property damage, whether or not absolute, known or unknown, or otherwise against the Church or any of its Session members, officers, employees, representatives, agents and volunteers (collectively referred to as the "Releasees") arising out of or relating to the undersigned's participation in the Mission Trip. The undersigned releases the Releasees and waives all such claims against the Releasees for any injuries or damages caused in any manner whether or not any such liability is attributable to the absence of ordinary or even slight care by the Releasees arising out of the Mission Trip.

The undersigned further agrees to indemnify, defend and hold the Releasees harmless from any compensatory or punitive damages sought to be recovered from the Releasees and all losses sustained by the Releasees independent of claims asserted by others, including, without limitation, general damages, property damage, special, incidental and consequential damages, losses or expenses suffered or paid, directly or indirectly, because of all claims, causes of action, suits, proceedings, demands, judgments, assessments, and liabilities, including reasonable attorneys' fees in litigation or otherwise, assessed, incurred or sustained by or against the Releasees arising out of or relating to the undersigned's participation in the Mission Trip.

The undersigned further agrees this Release and Indemnification Agreement (the "Agreement") is binding upon the undersigned's heirs, executors, administrators, assigns and legal representatives; this Agreement releases all successors, assigns and legal representatives of the Releasees; and the laws of the State of Texas shall govern this Agreement.

The undersigned further agrees that the execution of this Agreement is continuing. The undersigned participation in the Mission Trip is a knowing and voluntary act. The undersigned agrees not to participate in the Mission Trip until the undersigned has had full opportunity to understand the risks inherent in the Missions Trip. The undersigned may inspect and determine the scope of the Mission Trip with the trip leaders. The undersigned may independently investigate the political climate and inherent dangers in the country of the destination of the Mission Trip. The undersigned will receive information from the trip leader or Church, which might bear on the undersigned's decision to participate. The undersigned is under no duress or undue influence to execute this Agreement or participate in the Mission Trip. The undersigned agrees that his/her participation in the Mission Trip is not a condition of employment and participation is in a solely individual capacity and not in his/her capacity as an employee, agent or representative of the Church. The undersigned further agrees that the payment of certain expenses by the Church does not create a principal/agent relationship or grant any authority to the undersigned to speak for or act on behalf of the Church on the Mission Trip. The Undersigned acknowledges that the Church's agreement to pay certain expenses on behalf of the undersigned is not an inducement for the undersigned to participate in the Mission Trip and that the undersigned's decision to participate in the Mission Trip results from a decision independent of the payment of such expenses.

The undersigned grants full permission to the Church to use any photographs, videotapes, motion pictures, recordings, or other records or documents of the Mission Trip and to do so without notice or compensation to the undersigned. The undersigned acknowledges that the Church has made available applications for travel insurance and agrees that it is the undersigned's responsibility to purchase travel insurance. All costs or expenses – – other than travel costs, food, and lodging – – incurred by the undersigned during the Mission Trip, including, without limitation, costs due to health problems, emergencies, and death, are the full responsibility of the undersigned or estate of the undersigned.

The undersigned acknowledges that the area in which the undersigned will participate in the Mission Trip is in a state of political and social unrest and is commonly considered inherently dangerous for travel by persons from the United States. The availability of medical facilities is extremely limited. The area may have diseases that could result in my disability or death. I could be injured or become ill on the trip without adequate medical treatment.

The undersigned acknowledges having carefully read and reviewed the attached United States State Department Travel Warnings for **[Hidalgo]**.

The parties to this RELEASE are Christians and believe that the Bible commands them to make every effort to live at peace and to resolve disputes with each other in private or within the Christian church (see Matthew 18: 15–20; 1Corinthians 6:1–8). Therefore, the parties agree that any claim or dispute arising from or related to this RELEASE shall be settled by Biblically based mediation and, if necessary, legally binding arbitration in accordance with the Rules of Procedure

for His Peace ([www.hispeace.org](http://www.hispeace.org)). All such mediation and arbitration shall take place in Houston, Texas. Judgment upon an arbitration award may be entered in any court otherwise having jurisdiction. The parties understand that these methods shall be the sole remedy for any controversy or claim arising out of this RELEASE and expressly waive their right to file a lawsuit in any civil court against one another for such disputes, except to enforce an arbitration decision.

The undersigned certifies that the information provided in the undersigned's application for participation in the Church Mission Trip is true, complete and correct. The undersigned acknowledges that the undersigned has read and understands this Agreement. The undersigned has not relied on any statement or writing, oral or otherwise, by the Church in making the decision to sign this Agreement. The undersigned intends for this Agreement to make a complete, general and unconditional release of all claims against the Releasees.

Please visit this website for the latest info on travel and health risks from the State Department:

<https://travel.state.gov/content/passports/en/country/india.html>

