**HEARTS & HOPE**

**3000 Imperial dr**

**St. Peters, MO**

**63303**

**AGREEMENT AND RELEASE OF LIABILITY AND PUBLICITY**

**READ CAREFULLY BEFORE SIGNING**

1. I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, have applied for and intend to participate in the mission trip to \_\_\_\_\_\_\_\_\_\_\_Uganda\_\_\_\_\_\_\_\_\_\_ being sponsored, organized and lead by Hearts & Hope (“Hearts & Hope”) from 15th February, 2022 to \_ \_ February, 2022 (the “Trip”).

2. I understand that during the Trip certain hazards, risks and dangers may arise, including, but not limited to, hazards, risks and dangers relating to, resulting from or caused by (a) travel in unsafe areas, (b) travel under unsafe conditions, (c) travel in politically unstable areas, (d) travel by boat, automobile, train, ship, aircraft, bus, or other means of conveyance, (e) civil disturbances and war, (f) the forces of nature, (g) the negligent or reckless acts or omissions of Hearts & Hope, its directors, officers, employees, staff, volunteers, associates, affiliates, agents and/or legal representatives, and/or (h) accident or illness in places without access to medical facilities, transportation, or means of rapid evacuation and assistance.

3. I am aware that participation in the Trip and/or the use of the transportation, housing, dining and other goods and services provided by Hearts & Hope and/or others in connection with my participation in the Trip carries a risk of serious personal injury, serious illness, death, and/or property damage or loss. I expressly and voluntarily assume all risk of injury, illness, death, and property damage or loss that may result from my participation in the Trip and use of the goods and services described above.

4. As consideration for being permitted to participate in the Mission Trip, I, on behalf of myself and my heirs, personal representatives, successors and assigns, hereby RELEASE, REMISE, ACQUIT AND DISCHARGE Hearts & Hope and its directors, officers, employees, staff, volunteers, associates, affiliates, agents, and legal representatives (the “Released Parties”) of and from all liability and/or responsibility for any injury, illness, death, and/or property damage or loss relating to, resulting from, or caused by the arrangement for or provision of transportation, housing, dining, or other goods and services provided by Hearts & Hope and/or others in connection with the Trip, or any other activity incident to my participation in the Trip, including, without limitation, any injury, illness, death and/or property damage or loss.

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5. I, on behalf of myself and my heirs, personal representatives, successors and assigns, AGREE NOT TO SUE OR MAKE A CLAIM AGAINST THE RELEASED PARTIES for any injury, illness, death, and/or property damage or loss sustained by me as a result of my participation in the Trip and/or use of the goods and services described above. Further, I agree to indemnify, defend and hold harmless the Released Parties of and from any and all claims, counterclaims, demands, causes of action, suits, damages, losses, liabilities, costs and expenses, including attorneys’ fees, incurred in connection with any such claim.

6. I agree to abide by (a) all applicable rules and regulations, including but not limited to the Trip Personal Covenant, of Hearts & Hope and its employees, staff, volunteers, agents, representatives, or designees while participating in the Trip, (b) all instructions of Hearts & Hope and its employees, staff, volunteers, agents, representatives, or designees while participating in the Mission Trip, and (c) the laws of the United States, the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and all other governments and/or governmental entities having jurisdiction over those places to which or through which I will travel during the Trip. I understand that my noncompliance with these rules, regulations, instructions and/or laws may result in my expulsion from the Trip and forfeiture of all fees I have paid in connection with the Trip. I agree that if I violate any applicable rule, regulation, instruction, or law at any time during the Trip, I may be sent home immediately at my own expense. I agree to reimburse Hearts & Hope for any and all costs associated with sending me home. I agree to indemnify, defend and hold harmless the Released Parties of and from all claims or losses resulting from my failure to abide by such rules, regulations, instructions, and laws. I further agree that Hearts & Hope and its employees, staff, volunteers, agents, representatives, or designees may send me home at my expense at any time during the Trip if they determine that my continued participation in the Trip will adversely affect my health, safety, or welfare, or the health, safety, welfare or enjoyment of other participants in the Trip.

7. I authorize Hearts & Hope and its representatives to arrange for my transportation and immediate medical care in the event of an emergency during the Trip. I also agree to reimburse the selected transporter and medical facility for any and all associated costs incurred resulting from said emergency. I have the option to purchase at my own expense travel insurance to cover these costs and reimbursements as provided in any applicable policy.

8. I hereby grant full permission to Hearts & Hope to use any photograph, videotape, motion picture, recording and any other record of the events related to the Trip, whether recorded by Hearts & Hope or other individual participating on the Trip, including my likeness and name to promote Hearts & Hope to the general public or to other individuals interested in participating in a future Trip.

9. I understand that Hearts & Hope may notify my spouse, family members, parents, guardians, and/or other person indicated on registration forms in the event that I become seriously ill or am involved in an emergency situation during the Trip.

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10. I understand that this Agreement and Release supersedes any representations, written or oral, otherwise made to me by the Released Parties.

11. Should any of the provisions of this Agreement and Release, or portions thereof, be found to be invalid by any court of competent jurisdiction, the remainder of this Agreement and Release shall nonetheless remain in full force and effect. This Release shall be construed under the laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

I HAVE CAREFULLY READ THIS AGREEMENT AND RELEASE AND FULLY UNDERSTAND ITS CONTENTS. IT IS MY INTENTION THAT THIS RELEASE OPERATES TO THE FULLEST EXTENT ALLOWED BY LAW FOR THE PERIOD DEFINED IN SECTION 1 OF THIS DOCUMENT, AND I ASK ANY COURT INTERPRETING THIS RELEASE TO INTERPRET IT BROADLY. I SIGN THIS AGREEMENT AND RELEASE OF MY OWN FREE WILL.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please print name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_