

INDEMNIFICATION, WAIVER OF LIABILITY, RELEASE, COVENANT NOT TO SUE AND EMERGENCY MEDICAL CARE AUTHORIZATION AGREEMENT

Movin' With The Spirit, Inc. is sponsoring a mission trip to Haiti on _____ (dates of trip). In consideration of the opportunity to participate in the trip and in consideration of the opportunity for the undersigned to make such trip and/or receive board, lodging, transportation and other benefits, and for other obligations incurred by Movin' With The Spirit, Inc., I, _____ (name of participant) of _____ (city and state), hereby agree as follows:

1. I fully understand that I may be traveling or staying in areas of the world which may have unstable political, economic and security situations where acts of war, potential danger from lack of control over local population, terrorism or violence could occur at any time.
2. I fully understand that I may encounter difficult climates and living conditions; that risks are present concerning means of travel, food, water, diseases, pests and poor sanitation and other health-related situations. Medical or emergency medical treatment may be inadequate or not available.
3. I accept and assume all responsibility for my personal actions and any and all risks of property damage, economic loss or personal injury which occur during or result from or in connection with my participation, including, but not limited to, potential injury while working.
4. With the above in mind, I fully understand and agree that Movin' With The Spirit, Inc., all of its staff members, successors, assigns, officers, agents, representatives, volunteers, board members, divisions and affiliates (hereinafter collectively referred to as "MWTS") shall not be responsible or liable in any way for any accident, loss, death, injury or damage to myself or my property, in connection with the trip or any portion of the trip even if said injury or action is due to the negligence of MWTS. Further, I do hereby waive, knowingly and voluntarily, each and every claim or right of action I have now or may have in the future against MWTS related in any way to the trip, even if any such claim or right of action is caused by MWTS' negligence. I hereby further release MWTS from any and all liability whatsoever, including, but not limited to, any matter, cause or thing that may arise out of, result from, or be related to traveling to, from or within Haiti, as well as in observing, undertaking, or participating in any activities in Haiti, any operations of MWTS (including, but not limited to, the condition, quality and/or consequences of any board, lodging, or living quarters provided by MWTS), or exposure to the risks delineated in Paragraphs 1 and 2 above, or while on any property owned, possessed or controlled by MWTS or in connection with the operations or activities of MWTS, even if caused by the negligence of MWTS.
5. I hereby agree to indemnify, defend and hold harmless MWTS from any and all manner of liability, losses, claims, actions, causes of action, suits, damages, judgment, costs and expenses (including reasonable legal fees), whether with respect to personal injury, property damage, economic loss, wrongful death, or otherwise, arising from or in connection with my actions, failure to act or activities on or in any way related to such trip, whether constituting negligence or otherwise.
6. I knowingly and voluntarily covenant that I will not sue MWTS on account of any economic loss, property damage, personal injury (including injury to one's body, mind or emotions), wrongful death, or otherwise, including, but not limited to any matter, cause, or thing that may arise out of, result from, or be related to any of the circumstances described in Paragraphs 1 or 2, even if caused by the negligence of MWTS.
7. I hereby state that I am in good health and have all medications necessary to treat any allergic or chronic conditions, and I am able to administer such medications without assistance. If at any time during the trip I need emergency medical care and am not able to give consent because of my physical or mental condition, I authorize emergency medical care decisions to be made on my behalf, and I specifically release MWTS, in making those emergency medical care decisions from any and all liability associated with said decisions, even if injury or death is the result of MWTS' negligence.

8. If for any reason any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected by such determination and shall remain in full force and effect.
9. I represent and warrant to MWTS, recognizing that MWTS is acting in reliance on such representations and warranties, that:
 - a. I am [at least eighteen (18) years old, and] am of sound mind and body.
 - b. I am not under the influence of any drugs or medications which may affect my mental capacities.
 - c. I have not been unduly influenced by anyone to enter into this Agreement.
 - d. In signing this Agreement, I am not relying upon any representations, written or oral, made by MWTS.
10. I AGREE THAT THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CONNECTICUT, WITHOUT REGARD TO ITS CONFLICTS OF LAW PRINCIPLES. I HEREBY IRREVOCABLY CONSENT TO THE JURISDICTION OF THE COURTS OF THE STATE OF CONNECTICUT AND THE FEDERAL DISTRICT COURT FOR THE DISTRICT OF CONNECTICUT IN CONNECTION WITH ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE MATTERS CONTEMPLATED HEREBY.
11. This agreement shall survive my trip to Haiti and continue thereafter in full force and effect.
12. I have consulted the US State Department website regarding travel to Haiti
(http://travel.state.gov/travel/cis_pa_tw/tw/tw_917.html) _____ (initial)
13. I have consulted the Center for Disease Control regarding necessary immunizations and medications for travel to Haiti.
(<http://wwwn.cdc.gov/travel/destinations/haiti.aspx>) _____ (initial)
14. I HAVE READ CAREFULLY, AGREE TO, AND INTEND TO BE LEGALLY BOUND BY ALL TERMS OF THIS INDEMNIFICATION, WAIVER OF LIABILITY, RELEASE, COVENANT NOT TO SUE AND EMERGENCY MEDICAL CARE AUTHORIZATION AGREEMENT. I UNDERSTAND THAT I HAVE THE RIGHT TO CONSULT AN ATTORNEY IF I HAVE ANY QUESTIONS ABOUT ANY OF THE TERMS OF THIS AGREEMENT.

Signature

Witness

Printed name

**Signature of Parent or Guardian is also
required if participant is under 18 years of age**

Date