

*Complete form, email scanned copy to [julie@heartsinmotion.org](mailto:julie@heartsinmotion.org) or fax to 219-922-1694*

### **Release of Liability, Assumption of Risk, Indemnity and Hold Harmless Agreement**

In consideration of being permitted by the nonprofit organization Hearts in Motion, located at 2210 US 41, Schererville, IN 46375 (“HIM”), to participate in the mission trip and/or medical trip to a foreign country that is organized and directed by HIM (the “Activity”), to the fullest extent allowed by law, I hereby agree to this Release of Liability, Assumption of Risk, Indemnity and Hold Harmless Agreement.

I fully release, indemnify and hold harmless HIM and its agents, employees, members, officers, directors, volunteers, participants, affiliates, related and affiliated entities, successors and assigns (collectively, the “Released Parties”) on behalf of myself, my spouse, my minor children, wards, relatives or other persons under my care, my parents, next of kin, my heirs, assigns, personal representatives and estate (collectively the “Releasing Parties”) from and against any and all claims, actions, lawsuits, damages, and judgments, including attorney’s fees and costs (“Claims”), arising out of or relating to my participation in the Activity. I agree to defend, indemnify and hold harmless the Released Parties for all costs and expenses, including but not limited to all legal fees incurred by the Released Parties in defending any claim brought against any or all of the Released Parties by me or by any of the Releasing Parties. I further agree to pay the full amount of any judgment, award or verdict that might be entered against any of the Released Parties and/or in favor of any or all of the Releasing Parties.

I understand and acknowledge that participation in the Activity entails known and unknown risks that could result in physical or emotional injury, paralysis, death, or damage to myself or to other persons or to property. I fully understand that the risks inherent in the Activity cannot be fully eliminated without compromising the essential qualities of the Activity, and I assume all related risks and voluntarily participate in the Activity.

The risks associated with traveling to and from foreign locations and participating in the Activity may include, without limitation, the following: the risk of serious illness, attack, theft, accidents, serious injury or death. I acknowledge that I, or my minor child, ward, spouse, or other persons under my care could require substantial medical assistance at significant expense to me or to others responsible for medical care and treatment of me or my child, ward, spouse, or other persons under my care. I acknowledge that HIM and its employees cannot ensure or guarantee my safety or the safety of any participant in the Activity.

After being fully informed of the above, I, on my own behalf and, to the fullest extent allowed by law, and on behalf of all Releasing Parties, expressly agree and promise to accept and assume all of the risks inherent to and existing in connection with the Activity; and I voluntarily elect to participate and/or to allow my minor child, ward or others under my care to participate in the Activity.

To the extent that any portion, clause or aspect of this Release of Liability, Assumption of Risk, Indemnity and Hold Harmless Agreement is found to be invalid, void or unenforceable, all other portions, clauses or aspects of this Agreement shall remain in full force and effect.

In the event a lawsuit or counterclaim is filed on my own behalf or on behalf of my minor child, ward or other person under my care, I expressly agree that Indiana law shall apply to any lawsuit or counterclaim brought on my own behalf or on behalf of my minor child, ward or other person under my care, without consideration of choice of law or conflict of law rules.

I have read the above and fully understand the terms of this Release of Liability, Assumption of Risk and Indemnity and Hold Harmless Agreement and I have either consulted an attorney or elected not to do so. By signing this document, I acknowledge that if anyone is injured or killed, or if property is damaged, during my participation in the Activity, or during the participation of my minor child, ward or other person under my care, I may be or will be found by a court of law to have waived all right to maintain suit against HIM or any of the Released Parties and/or that I may or will be found to be fully responsible for all attorneys' fees and all other costs by HIM and/or any of the Released Parties and/or that I may or will be found personally liable for any judgment, award or verdict entered against HIM and/or any of the Released Parties.

**UNDERSTANDING THAT THERE EXIST KNOWN AND UNKNOWN RISKS ASSOCIATED WITH THE ACTIVITIES PROVIDED BY HEARTS IN MOTION, SOME OF WHICH ARE REFERENCED ABOVE, I CHOOSE TO PARTICIPATE IN THE ACTIVITIES PROVIDED BY HEARTS IN MOTION AND/OR TO ALLOW MY MINOR CHILD, WARD OR OTHER PERSON UNDER MY CARE TO PARTICIPATE IN THE ACTIVITIES PROVIDED BY HEARTS IN MOTION AT MY OWN RISK PURSUANT TO THE TERMS OF THIS AGREEMENT.**

**SIGNATURE OF PARTICIPANT:**

_____ Signature of Participant	_____ Date
_____ Printed Name of Participant	_____ Email Address
_____ Phone Number	_____ Emergency Phone Number
_____ Address	_____ Mission Trip dates

**ADDITIONAL SIGNATURES REQUIRED:  
(WHEN PARTICIPANT IS UNDER THE AGE OF 18 YEARS OF AGE)**

_____ Signature of Parent/Guardian	_____ Date
_____ Address of Parent/Guardian	