Agreement and Release from Liability

VOLUNTARY PARTICIPATION
I _____________________________, acknowledge that I have voluntarily applied to participate in a short-term mission trip to __________________________ from _____/_____/_____ to _____/_____/_____ (the “Mission Trip”) with ServingHIM Healthcare International Ministries; hereto referred to as ServingHIM. ServingHIM is aiding in arranging the mission trip, which involves travel to, and volunteer work in the United States or foreign countries.

PHOTO/VIDEO RELEASE
I consent to being photographed and/or videotaped while on the Mission Trip sponsored by ServingHIM, and hereby authorize ServingHIM permission to use my likeness in a photograph or video in any and all of ServingHIM’s printed and digital publications. I understand and agree that any photograph using my likeness will become property of ServingHIM and will not be returned. I acknowledge that since my participation with ServingHIM is voluntary, I will receive no financial compensation. I hereby irrevocably authorize ServingHIM to edit, alter, copy, exhibit, publish or distribute these photos for purposes of publicizing ServingHIM’s programs or for any other lawful purpose. In addition, I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of these photographs. I hereby hold harmless and release the property of ServingHIM from all claims, demands, causes of action, damages, or any other remedies available to me under principles of law or fairness (equity) which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have due to this authorization.

ASSUMPTION OF RISK
I am aware that any international travel, including travel associated with the Mission Trip, poses risks to my health, safety, and welfare, and that certain world events as they unfold may heighten or lessen such risks depending on the year, season, or time period in which a particular Mission Trip occurs. These risks include but are not limited to sickness, infection, injury, death, crime, terrorism, war, travel, transportation, loss of life, loss of property, political instability, hostilities, governmental or cultural opposition to project activities, religious persecution, as well as other similar and dissimilar risks, some of which may be unknown to ServingHIM at the time of signing this release. I AM AWARE THAT THE MISSION TRIP INVOLVES THESE AND OTHER INHERENT RISKS WHETHER KNOWN OR UNKNOWN TO SERVINGHIM. I AM VOLUNTARILY PARTICIPATING IN THE MISSION TRIP WITH KNOWLEDGE OF THE RISKS INVOLVED. BY MY SIGNATURE BELOW, I AM ACCEPTING ANY AND ALL RISKS OF DELAY, INJURY, DEATH, LOSS, AND ANY OTHER RISKS THAT MAY RESULT DURING MY PARTICIPATION IN THE MISSION TRIP, INCLUDING TRAVEL TO AND FROM ANY AIRPORT OR OTHER PORT OF DEPARTURE.

CANCELLATION
I understand that ServingHIM reserves the right to cancel the Mission Trip without advance notice to me due to unpredictable acts of God or force majeure unforeseeable circumstances. In the unlikely and unfortunate event of a cancellation of the Mission Trip, I understand and agree that ServingHIM will not be responsible for assuming any liability for expenses I incur related to the Mission Trip, including out-of-pocket costs and expenses, lost income, vacation time, airfare, hotel fare, or any other direct or indirect cost, loss, or expense or damage incurred by me.

RELEASE FROM LIABILITY
As consideration for being permitted by ServingHIM to participate in the Mission Trip, and as consideration for ServingHIM assisting in arranging the Mission Trip, and for other good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge, I, by signing below, agree that neither I, nor my assignees, spouse, children, successors, heirs, and legal representatives will not make a claim against or sue ServingHIM or any of its affiliated organizations or its or their officers, directors, employees, agents or volunteers for death or injury or damage to person(s) or property resulting from any negligent or other acts of third parties or of any employee, agent, volunteer or contractor of ServingHIM or any of its affiliates as a result of my participation in the Mission Trip. By signing below, I release, discharge and covenant not to sue or attach the property of ServingHIM or any of their affiliates, subsidiaries, mission agencies, mission affiliates, divisions, members, directors, officers, employees, and agents (collectively referred to as the “Releases”), from any claims of any nature existing at the time I sign this agreement or at any point in the future, whether known or unknown, including but not limited to all liability, on account of death, injury, or damage resulting from the negligence or other acts, however caused, of the Releases as a result of my participation in the mission trip. I UNDERSTAND THAT I AM GIVING UP MY LEGAL RIGHTS AND THE RIGHTS OF MY REPRESENTATIVES TO RECOVER FOR INJURY, DEATH, OR PROPERTY DAMAGE.
SEVERABILITY

If any provision of this Release is, becomes or is deemed invalid, illegal or unenforceable in any jurisdiction under applicable laws, that provision shall be deemed amended to conform to applicable laws so as to be valid and enforceable thereunder, but if it cannot be so amended without materially altering the intention of the parties, it shall be stricken and the remainder of this Release shall remain in full force and effect.

GOVERNING LAW

This Release shall be governed by the laws of the State of Texas (exclusive of any conflicts of laws that would result in application of foreign law) and venue shall lie exclusively in federal or state courts located in Collin County, Texas.

KNOWING AND VOLUNTARY EXECUTION

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF ON THE ONE HAND, AND SERVING HIM HEALTHCARE INTERNATIONAL MINISTRIES, AND/OR THEIR AFFILIATES ON THE OTHER HAND. NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THIS AGREEMENT HAVE BEEN MADE TO ME. I SIGN THIS AGREEMENT OF MY OWN FREE WILL.

Date ____________________________  Print Name of Participant ____________________________  Signature of Participant ____________________________

Date ____________________________  Print Name of Spouse (if applicable) ____________________________  Signature of Spouse ____________________________

If participant is under a minor (under 18)

Date ____________________________  Print Name of Parent or Guardian ____________________________  Signature of Parent or Guardian ____________________________