



## RELEASE AND INDEMNIFICATION AGREEMENT

*Each participant, without exception, in a short-term mission project sponsored by Highland Oaks must submit this release form as part of their application materials. Participants under the age of 18 must have this form signed by a parent or legal guardian. The term of this agreement shall be for the calendar year in which the form was signed.*

### PARTICIPANT'S NAME \_\_\_\_\_

1. I desire that the above-named Participant be allowed to take part in a Church event organized by Highland Oaks Church of Christ. The Participant also desires to take part in this Church event. I give my permission for this individual's participation and I voluntarily sign this Release.
2. As consideration for allowing the Participant to take part in the Church event, I hereby release and forever discharge Highland Oaks Church of Christ ("Church") and its respective members, employees, officers, directors, ministers, elders, volunteers and other representatives ("Releasees") from any and all claims for injuries, death, losses, or damages the participant might have on or in any way relating to such Church event.
3. As consideration for allowing the Participant to take part in the Church event, I hereby release and forever discharge Highland Oaks Church of Christ and its respective member, employees, officers, directors, ministers, elders, volunteers and other representative ("Releasees") from any and all claims for injuries, death, loss, or damages suffered that are in any way relating to such Church event. I understand that I am releasing all claims of any kind on behalf of the Participant and any other family member or legal representative, even if the injuries, death, loss or damages are caused by the express negligence of Highland Oaks Church of Christ (or its members, employees, officers, directors, ministers, volunteers and/or other representatives).
4. I hereby give the Church (by and through its employees and/or representatives who are involved in the Church event with the Participant) permission to authorize medical and/or hospital treatment for the benefit of the Participant in the event of sickness or injury sustained by the Participant during the Church event. I realize that the availability and quality of health care on any Church event may be greatly diminished. I desire that the Church contact me at the phone number below in the event of emergency (if possible), but I knowingly give permission as described above – whether or not I am contacted about such health care decision.
5. I acknowledge that the Church has recommended and facilitated a means by which the Participant can obtain supplementary international medical insurance coverage for projects outside the United States. I further acknowledge that it is my responsibility as or on behalf of the Participant to determine whether such coverage is needed for a given project. I agree not to hold the Church responsible for any medical expenses incurred during the Participant's involvement in an international Church event.
6. I hereby grant full permission to the Church to use any photographs, videotapes, motion pictures, recordings, or other records or documents of the Church event and to do so without notice or compensation to the Participant or myself. Therefore, I further agree to indemnify, defend and hold the Church and the Releasees harmless from all damages, including, without limitation, special and consequential damages, suffered or paid as a result of any and all claims, causes of action, suits, proceedings, demands, judgments, assessments, and liabilities, including reasonable attorneys' fees incurred in litigation or otherwise, assessed, incurred or sustained by or against the Church or Releasees by reason of, arising out of or relating to the Participant's involvement in the Church event.
7. I desire that Highland Oaks Church of Christ be able to sponsor and organize events without fear of claims or lawsuits by the Participant, by me, or by any of the Participant's relatives or legal representatives. Therefore, I further agree to indemnify, defend and hold the Church and the Releasees harmless from all damages, including, without limitation, special and consequential damages, suffered or paid as a result of any and all claims, causes of action, suits, proceedings, demands, judgments, assessments, and liabilities, including reasonable attorneys' fees incurred in litigation or otherwise, assessed, incurred or sustained by or against the Church or Releasees by reason of, arising out of or relating to the Participant's involvement in the Church event.
8. We are Christians and believe that the Bible commands Christians 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; Corinthians 6:1-8). Therefore, we agree that any claim or dispute arising from or related to the Agreement or any Church event in which the Participant is involved shall be settled by biblically based mediation and, if necessary, binding arbitration in accordance with the Rules of Procedure for Christian Conciliation of the Institute of Christian Conciliation. All such mediation and arbitration shall take place in Dallas, Texas. Judgment upon an arbitration award may be in any court otherwise having jurisdiction. We understand that these methods shall be the sole remedy for any controversy or claim arising out of this agreement or any such Church event, and expressly waive any rights we or the Participant have to file a lawsuit in any civil court for such disputes, except to enforce an arbitration decision.
9. I further agree that this Release and Indemnification Agreement (the "Agreement") is binding upon the Participant's relatives, heirs, executors, administrators, assigns and legal representatives; that this Agreement releases all successors, assigns and legal representatives of the Church and Releasees; and that this Agreement is to be governed by the law of the State of Texas.
10. I acknowledge that the Church has encouraged me to read the Agreement carefully (and to seek legal advice, if necessary) before signing. I understand the Agreement and I have not relied on any other statement, comment or promise by Church or Releasees in signing this Agreement.

Signature of Parent/Participant \_\_\_\_\_ Date \_\_\_\_\_ Phone \_\_\_\_\_

The information on this form will be kept confidential within the leadership of Highland Oaks Church of Christ.