

**RELEASE AND WAIVER OF LIABILITY RELEASE AND WAIVER OF LIABILITY,  
COVENANT NOT TO SUE AND INDEMNITY AGREEMENT**

I, \_\_\_\_\_ (Participant) fully understand that being a participant on a mission team to Guatemala can be a dangerous activity. I accept and assume all risks of loss of property, injury, sickness or death and I represent and warrant that I have the authority to provide this Release, and certify as follows:

To the fullest extent allowed by law, I HEREBY FOREVER RELEASE AND DISCHARGE San Miguel del Lago, Rafael Ayau, Monasterio Lavra Mambre, Foundation Rafael Ayau, its directors, officers, employees, and anyone providing support or assistance with the mission team to Guatemala, their agents, heirs, or assigns (Releasees) FROM ANY LIABILITY to the undersigned, my personal representatives, assigns, heirs, and next of kin (Releasers) for any loss or damage and any claim or demands therefore on account of injury to the person or property of the undersigned or resulting in the death of the undersigned, while the undersigned is participating in any activity arranged or sponsored by the Releasees. I understand and acknowledge that being a participant on a mission team to Guatemala involves inherent dangers, which no amount of care, caution, instruction or expertise can eliminate.

I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ALL RISKS OF PERSONAL INJURY, DEATH AND PROPERTY DAMAGE SUSTAINED WHILE PARTICIPATING ON A MISSION TEAM TO GUATEMALA, INCLUDING THE RISK OF PASSIVE OR ACTIVE NEGLIGENCE ON THE PART OF THE RELEASED PARTIES OR HIDDEN, LATENT OR OBVIOUS DEFECTS AT ANY PROPERTY MADE AVAILABLE TO OR BY THE RELEASEES FOR SAID ACTIVITIES.

To the fullest extent allowed by law, I WAIVE ANY RIGHT TO PRESENT ANY LEGAL CLAIM OR SUIT against the Releasees, whether based on negligence, breach of contract, breach of warranty, dangerous condition of property, or any other legal theories. To the fullest extent allowed by law, IT IS THE EXPRESS INTENT OF THE PARTIES THAT I FURTHER AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS San Miguel del Lago, Rafael Ayau, Monasterio Lavra Mambre, Foundation Rafael Ayau, its officers, directors, employees, or anyone providing support or assistance with the mission team, their agents, heirs, spouses, officers, directors from any and all claims, suits, costs or expenses of any kind including attorney fees and expert and consultant fees incurred as a result made by any person for personal injury, sickness, death or property damage, which claim in any way arises out of or is in any way related to my participation REGARDLESS OF FAULT AND WHETHER OR NOT CAUSED BY THE ACTIVE, PASSIVE, OR SOLE NEGLIGENCE OF THE INDEMNITEES.

This obligation to defend, indemnify and hold harmless equally binds my heirs, assigns and personal representative in the event of my death or incapacity. This document is a legally binding contract, which supercedes any other agreement, or representation by or between the parties and which is intended to provide a comprehensive Release of liability and agreement not to sue. The undersigned further agrees that the foregoing Release and Waiver of Liability, Covenant Not to Sue and Indemnity Agreement is intended to be as broad and inclusive as permitted by the law of the State of Illinois and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY, COVENANT NOT TO SUE AND INDEMNITY AGREEMENT and further agrees that no oral representation, statements or inducements apart from the foregoing written agreement have been made. The undersigned further agrees that should any dispute arise between the parties arising from or relating to this Release and Waiver of Liability, Covenant Not to Sue and Indemnity Agreement that the undersigned agrees to have the matter submitted to arbitration and waives any right of trial by jury.

I HAVE READ AND UNDERSTND THIS RELEASE.

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_

Printed Name: \_\_\_\_\_