

**WHEN DONE READING GO TO TAB WITH CHAPERONE WAIVER TO COMPLETE**

## **HANDS OF HOPE ADOPTION AND ORPHAN CARE MINISTRY**

### **Waiver, Release of Liability, Indemnification, and Consent to Medical Attention**

In exchange for Hands of Hope allowing me to participate in an activity or event sponsored by Hands of Hope and described in the "Activity", I agree to be bound as follows:

1. Activity Description, Location, and Date(s): Any and all foster care events, on any date, in which I participate in any capacity.
2. Voluntary Participation. I understand and confirm that my participation in the Activity is voluntary.
3. Identification of Risks. I understand that my participation in the Activity may involve risk of injury and loss, both to person and to property. I also understand that the risk of injury may include the possibility of permanent disability and death. I understand that this Waiver, Release of Liability, Indemnification, and Consent to Medical Attention is intended to address all of the risks of any kind associated with my participation in any aspect of the Activity, or with the time I am involved in the Activity, including, particularly, such risks created by actions, inactions, carelessness, or negligence on the part of Hands of Hope or its Elders, officers, pastors, employees, agents, volunteers, successors, or assigns (collectively, Hands of Hope's "Representatives"), including, but not limited to, risks created by the following:
  - (a) The use and condition of various modes of transportation, premises, facilities, and equipment;
  - (b) The lack or inadequacy of policies, rules, or regulations for the Activity;
  - (c) The failure of Hands of Hope or its Representatives to foresee or to protect me from actions, inactions, or negligence of any person, or the recklessness, intentional, or criminal misconduct of persons other than those affiliated with Hands of Hope;
  - (d) The inadequacy or unavailability of medical facilities or treatment; or
  - (e) The lack or inadequacy of supervision by Hands of Hope or its Representatives.
4. Assumption of Risk. I assume all risks, known and unknown, foreseeable and unforeseeable, in any way connected with my participation in the Activity. I accept personal responsibility for any liability, injury, loss, or damage in any way connected with my participation in the Activity.
5. Release and Waiver. I release Hands of Hope and its Representatives from any and all liability for and waive any and all claims for liability, injury, loss, damage, or expense, including attorneys' fees, in any way connected with my participation in the Activity, whether or not caused in whole or in part by the negligence or other misconduct of Hands of Hope or its Representatives (a "Claim").
6. Indemnification. I agree to indemnify and to hold harmless (in other words, to reimburse and to be responsible for) Hands of Hope and its Representatives from any Claim, or any expense, including attorneys' fees (including the cost of defending any Claim I might make, or that might be made on my behalf, that is released or waived hereby), in any way connected with a Claim.
7. Binding Effect. This instrument shall be binding upon my relatives, personal representatives, heirs, beneficiaries, next of kin, and assigns and shall inure to the benefit of Hands of Hope and its Representatives.
8. Consent to Medical Treatment. I authorize Hands of Hope and its Representatives, if present, to provide to me, through medical personnel of their choice, customary medical assistance, transportation, and emergency medical services should I require such assistance, transportation, or services as a result of injury or damage related to my participation in the Activity. This consent does not impose a duty upon Hands of Hope or its Representatives to provide such assistance, transportation, or services.
9. Severability. If any provision (or portion of any provision) of this instrument is held to be invalid or unenforceable, that provision shall be enforceable in part to the fullest extent permitted by law, and such invalidity or unenforceability shall not otherwise affect any other provision of this instrument.
10. Applicable Law. Because Hands of Hope is located in the State of Indiana, and in order to provide certainty in the law to be applied in the construction of this instrument, this instrument shall be governed, construed, and enforced in accordance with the law of the State of Indiana.
11. Photographic likeness. I, and if I am not yet 18 years old, my parent or legal guardian (individually and collectively referred to below in the first person singular), authorize Hands of Hope to use, publish (in any format, including print, digital, Internet, and video), copyright, and share with others photographic likenesses or pictures of me (the "Photographs"), utilizing my name, which are taken by or for Hands of Hope in connection with the Activity or Event described below, for any purpose other than to promote any commercial product or service. I decline the opportunity to inspect or to approve the finished product or other copy that Hands of Hope chooses to use. I release Hands of Hope and all persons acting under its permission or authority from any and all liability and claims for libel or slander, compensation, invasion of privacy, violation of publicity rights, or any other action arising out of the use of the Photographs.

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