

POTTER'S HOUSE ASSOCIATION

RELEASE OF LIABILITY AND PERMISSION FOR MEDICAL CARE

I. INTRODUCTION

This is a release of liability and an authorization regarding medical care. By signing below, I am agreeing to release Potter's House Association International and Potter's House Association - Guatemala (collectively "Potter's House") and its representatives from liability. I am also granting permission to Potter's House and its representatives to seek and obtain medical care in the event of my illness or injury. I have, therefore, been advised to read this document carefully and understand that I have the opportunity to consult with an attorney before signing.

It is my understanding that participation in a mission trip, vision trip, or any other activity (collectively "Trip") to or in Guatemala organized by Potter's House is a privilege. In consideration for the privilege of participating in this Trip, I am signing this Release of Liability and Permission for Medical Care Form (Release). I acknowledge that my participation in this Trip may involve certain risks of physical injury, illness, or death, including risks of which I may not currently be aware, and I hereby agree to assume such risks.

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN ANY/ALL ACTIVITIES ASSOCIATED WITH THIS TRIP, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

II. RELEASE AND INDEMNIFICATION

I hereby agree to release and hold harmless Potter's House, members of its Board of Directors, Advisory Board members, and its officers, employees, members, volunteers, and agents (collectively, the "Released Parties") from liability, and to discharge and waive any and all claims, demands, losses, damages, and liabilities with respect to any and all property damage, property theft, personal injury, disability, death and/or actions of any kind which may arise from my participation in the Trip. The foregoing sentence shall apply (without limitation) to all claims, demands, losses, damages, and liabilities described therein, whether known or unknown, foreseen or unforeseen, future or contingent, except claims, demands, losses, damages and liabilities arising out of the sole and exclusive gross negligence and willful misconduct of one or more of the Released Parties. I further covenant not to sue any of the Released Parties in connection with any of the claims, demands, losses, damages, or liabilities described above.

I further agree to indemnify, save, and hold harmless the Released Parties from any and all claims, demands, losses, damages, and liabilities, for indemnities, contribution or otherwise with respect to an and all property damage, property theft, personal injury, disability, death and/or actions of any kind which may arise from my participation in this Trip, as may be asserted by a third party (defined as any party other than the Released Parties or me), except to the extent such a claim might be based upon the sole and exclusive gross negligence or willful misconduct of one or more of the Released Parties.

III. AUTHORIZATION FOR MEDICAL CARE

I certify that I am physically fit, have sufficiently prepared or trained for participation in this Trip, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in this Trip.

I understand that I am responsible to provide my own insurance coverage and that Potter's House does not and will not cover emergency medical expenses associated with any injury that may occur while I am outside the United States. I agree that I am solely responsible for any and all costs associated with any medical expenses incurred.

In case I am in need of medical or surgical treatment to protect my health and welfare while participating during the Trip, I authorize and agree to allow any authorized agent or employee of Potter's House to consent to and authorize the administration of such necessary medical and/or surgical treatment. I acknowledge and agree that the release of liability, hold harmless, and indemnification provisions set forth in Section II shall apply to any authorization and consent to medical or surgical treatment made on my behalf by Potter's House or its authorized agents or employees. If I am a minor, I understand that efforts will be made to contact my parent/guardian before these actions are taken.

IV. MEDIATION/ARBITRATION

Potter's House and I agree that, should a claim or dispute arise from my participation in this Trip, it shall be settled by biblically based mediation and, if necessary, legally binding arbitration under a Christian mediation or reconciliation process in accordance with the Rules of Procedure promulgated by Peacemakers Ministries Inc. of Billings, Montana, USA, or its successor. The venue for such mediation or conciliation process shall be Pewaukee, Wisconsin, or such other location as agreed upon by both parties. Judgment upon an arbitration award may be entered in any court otherwise having jurisdiction.

V. MISCELLANEOUS

I grant Potter's House permission to use in their printed materials and on their respective websites and other digital media photographs and/or videos taken of or by me during the Trip and during any related activities.

I expressly waive any defense to the enforcement of any provision of this Release arising from a claim of lack of consideration. In the event that any provision of this Release is determined to be invalid or unenforceable, the remainder of the provisions shall remain in full force and effect as if this Release had been executed with the invalid or unenforceable provision eliminated. I understand and agree that this Release is intended to be as broad and inclusive as permitted under applicable law.

The undertakings and covenants of this Release shall be binding upon me, my family, heirs, next of kin, legal representatives, beneficiaries, successors, and assigns. This Release shall be interpreted in accordance with the laws of the State of Wisconsin. The terms of this Release are contractually binding and are not a mere recital.

This Release shall be effective and binding upon me. I have read this Release and understand its terms. I further represent that I am at least 18 years of age and am not a minor in my State of residence or, if I am a minor in such State, that both of my parents or my legal guardian have signed this form in the Consent section below acknowledging this Release and accepting its terms on my behalf.

Participant's Signature _____ Date _____

Participant's Printed Name _____

Parental/Guardian Consent and Acceptance of Release on Behalf of Above Minor Participant(s)

Parent's Signature _____ Parent's Signature _____

Printed Name _____ Printed Name _____

Date _____ Date _____

Minor Participant's Name & Birth Date _____

Minor Participant's Name & Birth Date _____

Minor Participant's Name & Birth Date _____