

# CALVARY CHAPEL PEARL HARBOR

## RELEASE, INDEMNIFICATION & HOLD HARMLESS AGREEMENT

### RELEASE AND INDEMNIFICATION AGREEMENT

*Each participant, without exception, in a short-term mission project sponsored by Calvary Chapel Pearl Harbor 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 the under-signed desire that the above-named Minor Participant or myself, an Adult Participant, hereby known as ("Participant"), be allowed to take part in a Church event organized by Calvary Chapel Pearl Harbor. The Participant also desires to take part in this Church's 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 and Hold Harmless, Calvary Chapel Pearl Harbor ("Church") and its respective members, employees, officers, directors, board members, 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. I understand that I am releasing all claims of any kind on behalf of the Participant and on behalf of any and all family member(s) or legal representative(s), even if the injuries, death, loss or damages are caused by the express negligence of Calvary Chapel Pearl Harbor (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 the individual(s) listed on the Emergency Contact Section of the Participant's Application Form in the event of emergency (if possible), but I knowingly give permission as described above – whether or not such contact is made.
5. I acknowledge that the Church has recommended that the Participant obtain supplementary international medical insurance coverage for projects outside the United States. I further acknowledge that it is my responsibility for myself 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.
7. I further agree to indemnify, defend and hold harmless the Church and the Releasees 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. I desire that Calvary Chapel Pearl Harbor be able to sponsor and organize events without fear of claims or lawsuits by the Participant 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.

9. I agree to hold harmless the Church and its Releasees from any financial obligation occurring from the loss, theft or damage of any and all personal items I take on the sponsored event, whether through personal neglect, or trust in any vendor, hotel, airlines, etc. contracted by the Church for facilitating said event.
10. We as Christians and Participants 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 this Agreement and 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 Honolulu, HI. 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 and 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.
11. 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 laws of the State of Hawaii.
12. I acknowledge that the Church has encouraged me to read the Agreement carefully and to seek legal advice, if necessary, before signing.

By signing I am stating that 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: \_\_\_\_\_

WITNESS SIGNATURES: (Two witnesses must sign below attesting to the signature above).

1. I the undersigned Witnessed the signing of this document by the above listed Participant/Parent:

Signature of Witness: \_\_\_\_\_

Date: \_\_\_\_\_ Phone: \_\_\_\_\_

2. I the undersigned Witnessed the signing of this document by the above listed Participant/Parent:

Signature of Witness: \_\_\_\_\_

Date: \_\_\_\_\_ Phone: \_\_\_\_\_