



For All Country Missionary Trips Except Haiti

Initials: _____

RELEASE OF ALL CLAIMS AND COVENANT NOT TO SUE

Please read this document carefully before signing. This Agreement affects important legal rights. You should consult an attorney if you have any questions about the terms of this Agreement.

As used in this Agreement, “Releasor” means the undersigned and his or her heirs, personal representatives, administrators, executors, successors and assigns. “Saint Francis” means Saint Francis International Medical Missions, its predecessors, successors, assigns, parents, subsidiaries, affiliates, related companies, including any interested parish corporations (all Connecticut corporations), and their past, present and future directors, officers, employees, officials, servants, agents and volunteers and their heirs, personal representatives, administrators, executors, successors and assigns.

The Releasor and Saint Francis understand, intend and agree as follows:

1. In consideration of the opportunity afforded to the undersigned by Saint Francis to Travel to _____ (hereinafter referred to as the “Destination Country”), and or receive transportation provided by or through Saint Francis, and/or receive board, lodging or living quarters provided by or through Saint Francis at a mission house or at other facilities in the Destination Country or elsewhere, the Releasor knowingly and voluntarily agrees to release, hold harmless, defend and indemnify Saint Francis, from and against any and all manner of liability, claims, actions, causes of action, suits, damages, judgments, executions, claims for economic loss, property damage, personal injury (including injury to one’s body, mind or emotions), or wrongful death, and any demands whatsoever, in law, admiralty, or in equity, including but not limited to, any manner, cause or thing that may arise out of, result from, or is related to traveling to, from or within the Destination Country, as well as in observing, undertaking, or participating in any activities in the Destination Country, any operations of Saint Francis (including, but not limited to, the condition, quality, and/or consequences of any board, lodging, or living quarters provided by Saint Francis at a mission house or at any other location or any emergency transport to a health care facility), or while on any property owned, possessed or controlled by Saint Francis or in connection with the operations or activities of Saint Francis, even if caused by the negligence of Saint Francis (collectively referred to herein below as “Losses”).

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In the event of a medical emergency that requires Releasor's evacuation out of the Destination Country, then Releasor agrees that Releasor may be transported to the nearest appropriate United States health care facility for treatment/stabilization as determined by the medical director of the organization providing the evacuation insurance for the Releasor.

The Releasor knowingly and voluntarily covenants that the Releasor will not sue Saint Francis on account of any Losses.

If for any reason any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected by such determination and shall remain in full force and effect.

This Agreement shall be construed, interpreted, and/or enforced under the laws of the State of Connecticut, without regard to its conflict of laws rules. The Releasor consents to the exclusive jurisdiction of Connecticut courts over any litigation or proceeding to enforce, construe or interpret the terms of this Agreement and submits to the subject matter and personal jurisdiction of Connecticut courts.

By signing below, I intend to bind all the Releasors to this Agreement and attest that:

- I have read carefully and understand the terms of this Agreement;
- I understand the risks inherent in traveling to, from and within the Destination Country, and participating in the operations of Saint Francis;
- I have accessed and read any travel warnings or information posted regarding travel to the Destination Country by the U.S. State Department at www.state.gov and will continue to receive up to date information from that site until the time of my departure to the Destination Country;
- I am at least eighteen (18) years of age;
- I am not under the influence of any drugs or medications which may affect my mental capacities;
- I have not been unduly influenced by anyone;
- I am not relying upon any representations made by Saint Francis in signing this Agreement;
- I am not emotionally distressed; and
- I have been advised and encouraged to take this Release home and to reflect upon its contents for at least three (3) days prior to execution.

I UNDERSTAND THAT I HAVE THE RIGHT AND OPPORTUNITY TO CONSULT AN ATTORNEY IF I HAVE ANY QUESTIONS ABOUT ANY OF THE TERMS OF THIS AGREEMENT.

Signature: _____

Date: _____

Printed Name: _____ (please initial first page)

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State of _____ }

County of _____ } ss. _____

On this the _____ day of _____, 20____, before me, the undersigned authority,

personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the foregoing instrument for the purposes therein contained as and for his/her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

Notary Public/Commissioner of the Superior Court

My commission expires: _____