



For Missionary Trips To 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. “Releasee” means Saint Francis International Medical Missions, as well as any interested parish corporation (all Connecticut corporations), their predecessors, successors, assigns, parents, subsidiaries, affiliates, related companies, and 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 Releasee understand, intend and agree as follows:

- (1) Haiti is one of the least developed and least stable countries in the Western Hemisphere. There are inherent risks and real danger involved in traveling to, from and within Haiti, as well as in observing, undertaking, or participating in activities in Haiti. The risks include, without limitation, exposure to the following:

Random violence, violent crimes (e.g. death threats, murder, attempted murder, rape, assault, kidnapping, car-jacking, armed robbery, theft, home invasions, looting, etc.), detention, torture, false imprisonment, exposure to political and social unrest or upheaval, natural disasters, acts of God, acts of war and/or other acts of aggression, accidents, accidental death or dismemberment.

There are health risks involved as well. These risks include, but are not limited to, the contraction of diseases such as malaria, hepatitis, AIDS, tuberculosis, and anthrax, as well as other illnesses associated with lack of proper sanitation facilities.

The above constitute just but a few of the risks associated with traveling or working in Haiti. Any of these may result in permanent, long or short-term personal injuries (including long or short-term injury to one’s body, mind, emotions, and/or death), economic losses, and/or property damage.

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- (2) In consideration of the opportunity afforded to the undersigned by the Releasee to travel to Haiti, and or receive transportation provided by or through Releasee, and/or receive board, lodging or living quarters provided by or through Releasee at a mission house or at other facilities in Haiti or elsewhere, the Releasor knowingly and voluntarily agrees to release, hold harmless, defend and indemnify the Releasee, of and 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 Haiti, as well as in observing, undertaking, or participating in any activities in Haiti, any operations of the Releasee (including, but not limited to, the condition, quality, and/or consequences of any board, lodging, or living quarters provided by the Releasee at a mission house or at any other location or any emergency transport to a health care facility), or any exposure to the risks delineated in Paragraph (1) above, or while on any property owned, possessed or controlled by the Releasee or in connection with the operations or activities of the Releasee, even if caused by the negligence of the Releasee.
- (3) In the event of a medical emergency that requires Releasor's evacuation out of Haiti, 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.
- (4) The Releasor knowingly and voluntarily covenants that the Releasor will not sue the Releasee on account of any economic loss, property damage, personal injury (including injury to one's body, mind or emotions), or wrongful death, including, but not limited to, any manner, cause or thing that may arise out of, result from, or be related to any of the circumstances described in Paragraph (1) above, even if caused by the negligence of Releasee.
- (5) 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.
- (6) 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. Any conflict of law questions shall be resolved in favor of applying the laws of the State of Connecticut in construing, interpreting, and/or enforcing this Agreement.

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- (7) 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 Haiti, and participating in the operations of the Releasee;
 - I have accessed and read any travel warnings or information posted regarding travel to the Haiti 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 Haiti;
 - 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 the Releasee 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.

Dates of Travel: _____

Signature: _____

Date: _____

Printed Name: _____ (please initial first two pages)

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: _____