

## RELEASE OF LIABILITY AND ASSUMPTION OF RISK

The individual named below (referred to as "I" or "me") desires to participate in humanitarian travel outside of the United States (the "**Travel Experience**") provided by Humanitarian Abroad LLC, a Utah Limited Liability Company with offices located at 580 N 100 E, Provo, UT 84606 (the "**Company**"). The Company will exercise caution to ensure a safe experience for its members as it organizes food and lodging for the Travel Experience.

In consideration of being permitted by the Company to participate in the Travel Experience and in recognition of the Company's reliance hereon, I agree to all the terms and conditions set forth in this instrument (this "**Release**").

I AM AWARE AND UNDERSTAND THAT THE TRAVEL EXPERIENCE IS A POTENTIALLY DANGEROUS ACTIVITY AND INVOLVES THE RISK OF PERSONAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, TEMPORARY OR PERMANENT DISABILITY, SICKNESS, DEATH, PROPERTY DAMAGE, LOSS OR STOLEN ITEMS, AND/OR FINANCIAL LOSS. I ACKNOWLEDGE THAT ANY INJURIES OR HEALTH COMPLICATIONS THAT I SUSTAIN MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE COMPANY, INCLUDING NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE COMPANY. **NOTWITHSTANDING THE RISK, I ACKNOWLEDGE THAT I AM KNOWINGLY AND VOLUNTARILY PARTICIPATING IN THE TRAVEL EXPERIENCE WITH AN EXPRESS UNDERSTANDING OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF PERSONAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, TEMPORARY OR PERMANENT DISABILITY, SICKNESS, DEATH, PROPERTY DAMAGE, LOSS OR STOLEN ITEMS, AND/OR FINANCIAL LOSS ARISING FROM MY PARTICIPATION IN THE TRAVEL EXPERIENCE, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE COMPANY OR OTHERWISE.**

I hereby expressly waive and release any and all claims, now known or hereafter known, against the Company, and its officers, directors, manager(s), employees, agents, affiliates, members, successors, assigns, and non-profit company collaborators (collectively, "Releasees"), on account of personal or psychological injury, pain, suffering, temporary or permanent disability, sickness, death, property damage, loss or stolen items, and/or financial loss arising out of or attributable to my participation in the Travel Experience, whether arising out of the ordinary negligence of the Company or any Releasees or otherwise. I covenant not to make or bring any such claim against the Company or any other Releasee, and do forever release and discharge the Company and all other Releasees from liability under such claims. This waiver and release does not extend to claims for gross negligence, willful misconduct, or any other liabilities that Utah law does not permit to be released by agreement.

I shall defend, indemnify, and hold harmless the Company and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees, the costs of enforcing any right to indemnification under this Release, and the

cost of pursuing any insurance providers, awarded against the Company or any other Releasees in a final non-appealable judgment, arising out or resulting from any claim of a third party related to my participation in the Travel Experience, including any claim related to my own negligence.

I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in the Travel Experience. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless the Company from any claim based on such treatment or other medical services.

This Release constitutes the sole and entire agreement between the Company and me with respect to the Travel Experience and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction, and such invalid, illegal or unenforceable term shall be deemed revised to the greatest extent permitted under to provide effect to the intent of the parties. This Release is binding on and shall inure to the benefit of the Company, Releasees, and me and our respective heirs, successors, and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of Utah without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction). Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in Utah County, Utah and I hereby consent to the exclusive jurisdiction of such courts.

[SIGNATURE PAGE FOLLOWS]

**BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY ARISING OUT OF THE TRAVEL EXPERIENCE.**

Signed:

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Printed Name:

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Address:

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

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby consent and agree to the terms and conditions of this Release of Liability and Assumption of Risk.

Signed:

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Printed Name of Parent or Legal Guardian:

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Address:

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