

MADE IN THE STREETS WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

For and in consideration of being permitted to participate in the mission trip to work with Made in the Streets in and around Nairobi and Kamulu, Kenya for a period of _____ beginning on _____, 20__ (the "Mission Trip"). I, the undersigned Participant, hereby execute and deliver this waiver of liability and hold harmless agreement ("Agreement") to Made in the Streets.

1.0 Participant's Desire to Participate in the Missions Trip.

Participant expressly acknowledges and agrees that the Participant is not required to participate in the Mission Trip and that such participation is voluntary.

2.0 Made in the Streets Liability for Risks and Dangers.

Participant acknowledges and agrees that there are certain dangers, hazards, and risks inherent in international travel and the activities included in the Missions Trip, which also could include serious or even mortal injuries and property damage, and that Made in the Streets cannot and does not assume responsibility for any personal injuries or property damage to the Participant or his/her belongings.

3.0 Medical Power of Attorney and Participant's Responsibility for Medical Needs.

3.1 Participant understands and agrees that Made in the Streets does not have medical personnel available at the location of the Mission Trip or during any transportation related thereto. **Participant understands and agrees that Made in the Streets and its employees and agents are granted the power and permission to make any and all health care decisions (as hereinafter defined) on the Participant's behalf and to authorize, arrange or contract for any medical treatment, if necessary, with any hospital, physician or other health care provider which shall be deemed necessary under the circumstances, for and on behalf of the Participant without the necessity of procuring any judicial authorization or approval therefore. The medical power of attorney set forth in this Section 3.1 shall take effect only if the Participant becomes unable to make his/her own health care decisions and this fact is certified by a physician.** Participant understands and agrees that Made in the Streets and/or its employees and agents assume no responsibility for any injury, damage or payment of any costs whatsoever which might arise out of or in connection with any medical treatment authorized hereunder. For the purposes of this Agreement, "health care decisions" means consent, refusal of consent or withdrawal of consent to any care, treatment, service, or procedure to maintain, diagnose, or treat the Participant's physical or mental condition.

3.2 Participant assures Made in the Streets that the Participant has consulted with a medical doctor with regard to the Participant's personal medical needs and states that there are no health-related reasons or problems which preclude or restrict the Participant's participation in the Mission Trip. Notwithstanding the above, the Participant has listed on Exhibit A, attached hereto, any and all health related conditions, problems or needs which Made in the Streets should be aware of while the Participant is participating in the Mission Trip.

3.3 Participant is aware of all applicable personal medical needs, as well as having arranged for adequate medical and hospitalization insurance to meet any and all needs for payment of medical and/or hospital costs while undertaking the Mission Trip. Participant understands and agrees that he/she is responsible for providing or otherwise securing all medication or other medical supplies needed by Participant while participating in the Mission Trip. While Made in the Streets might attempt to assist the

Participant in the event of a medical emergency, the Participant agrees that Made in the Streets cannot be and is not responsible for attending to or providing any of the Participant's medication, medical supplies or other medical needs, that the Participant assumes all risk and responsibility therefor, and that if the Participant is required to be hospitalized while in a foreign country or in the United States during the Mission Trip, Made in the Streets cannot and does not assume any legal responsibility for payment of such costs.

4.0 **Disclaimer of Made in the Streets Responsibility.**

4.1 Participant understands that Made in the Streets does not act as agents for the transportation carriers, hotels and/or other suppliers of services connected with the Mission Trip. The Participant further understands and agrees that Made in the Streets, its governing board, employees and agents are:

4.1.1 Not responsible or liable for any injury, damage, loss, accident, delay or other irregularity which may be caused by the defect of any vehicle or the negligence or default of any person or entity engaged in providing or performing any of the services involved in the Mission Trip;

4.1.2 Not responsible for losses or expenses as a result of sickness, weather, strikes, hostilities, wars, natural disasters or other similar causes;

4.1.3 Not responsible for any disruption of travel arrangements, or any consequent additional expenses that may be incurred therefor.

5.0 **Made in the Streets' Rights and Powers.**

Participant acknowledges and agrees that Made in the Streets shall have the right to cancel without penalty or liability the offering and conduct of the Mission Trip and the right to withdraw any part of the planned Mission Trip and to make any alterations, deletions or modifications in the itinerary and/or planned activities as deemed necessary in the sole discretion of Made in the Streets.

6.0 **Potential Travel and Accommodation Problems.**

6.1 Participant acknowledges and agrees to accept all responsibility for loss or additional expenses as a result of delays or other changes in the means of transportation, other services, or sickness, weather, strikes or other unforeseen causes. Participant acknowledges and understands that Made in the Streets assumes no liability whatsoever for any loss, damage, destruction, theft or the like to Participant's luggage or personal property, and that Participant has retained adequate insurance or has sufficient funds to replace such belongings and will hold Made in the Streets harmless therefrom.

6.2 Participant acknowledges and understands that in the event the Participant becomes detached from the Mission Trip group, fails to meet a departure bus, airplane or train, or becomes sick or injured, Participant will bear all responsibility to seek out, contact and reach the group at its next available destination; and that Participant shall bear all cost attendant to contact and reaching the group at its next available destination.

7.0 **Legal Issues.**

Participant acknowledges and understands that, should the Participant have or develop legal problems with any foreign nationals or foreign government in connection with the Mission Trip, the Participant will attend to the matter personally with the Participant's own personal funds. Where possible,

Made in the Streets might assist the Participant in this regard, but Participant acknowledges and agrees that Made in the Streets is not responsible for providing any financial assistance under such circumstances.

8.0 **Acceptable Conduct by Participant.**

Participant is aware of the expected behavior of the Participant while participating in the Mission Trip. Participant is aware that, as a guest of Made in the Streets, there is certain behavior that is unacceptable and could lead to possible disruption of the Participant's participation in the Mission Trip. The Participant assures Made in the Streets that the Participant shall act in an appropriate manner at all times. Such behavior shall include time spent in the company of other team members as well as when the Participant may be physically separated from the mission team. If Participant's behavior is deemed unacceptable in the sole discretion of Made in the Streets, Participant acknowledges and agrees that Made in the Streets shall have the authority without penalty or liability to cancel or withdraw the Participant's participation in any part of the Mission Trip and that Participant shall bear any and all costs attendant in making any appropriate alterations, deletions or modifications in the Participant's travel itinerary and/or planned activities as a result thereof.

9.0 **Governing Law; Forum; Severability.**

The Participant agrees that this Agreement shall be construed in accordance with the laws of the State of Tennessee, which shall be the forum for any lawsuits filed under or incident to this Agreement or the Mission Trip. The term and provisions of this Agreement shall be severable, such that if a court of competent jurisdiction holds any term to be illegal, unenforceable, or in conflict with any law governing this Agreement the validity of the remaining portions shall not be affected thereby.

10.0 **Assumption of the Risks Involved.**

10.1 Knowing the dangers, hazards, and risks of such activities, and in consideration of being permitted to participate in the Mission Trip, the Participant, on behalf of the Participant's family, heirs and personal representative(s), agrees to assume all the risks and responsibilities surrounding Participant's participation in the Mission Trip, the transportation, and in any independent activities, including independent travel, undertaken as an adjunct thereto, and in advance releases, and forever discharges, waives and covenants not to sue Made in the Streets, its governing board, officers, agents and employees, from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature whatsoever which the Participant may have or which may hereafter accrue to the Participant, arising out of or related to any loss, damage, or injury, including but not limited to suffering and death, that may be sustained by the Participant or by any property belonging to the Participant, and not caused by the fault or negligence of Made in the Streets and its employees and agents, while participating in the Mission Trip.

10.2 In signing this Release, the Participant acknowledges and represents that the Participant has become fully informed of the content of this Agreement by reading it before signing it, and by signing this Agreement as the Participant's own free act and deed confirms that no oral representations, statements or inducements, apart from the foregoing written statement, have been made.

10.3 Participant states that the Participant is at least eighteen (18) years of age and fully competent to sign this Agreement.

[Signature Page Follows]

NOTE: THIS IS A RELEASE OF LEGAL RIGHTS. READ ENTIRELY BEFORE SIGNING.

Participant:

Signature

Printed Name

Date: _____, 20__

STATE OF _____)
COUNTY OF _____)

Sworn to and subscribed before me this __ day of _____, 20__.

Notary Public

My commission expires: _____

EXHIBIT A

Name of Participant: _____ Home Phone: _____

Date of Birth: _____

Home Address: _____

If the event of an emergency contact:

Name: _____ Relationship: _____

Phone Number(s): _____

Local physician: _____ Phone: _____

Are there medical problems, allergies/allergic reactions or other information that Made in the Streets should know about in order to make the trip safer and better for you?

Yes ____ No ____ If yes, give details: _____

Insurance Company: _____

Policy Number: _____

Immunizations:

Date of Last Tetanus _____

Please list other immunizations and dates. _____