LEAD222 - Release of Liability, Waiver, Indemnification, Photo/Video Release, and Consent to Medical Attention

I understand that all mission trips, camps, conferences, trainings, and other LEAD222 events carry with them significant risks. In exchange for my being allowed to participate in any of these events ("Activities"), sponsored by LEAD222 United, LTD ("LEAD222"), I, and if I am not yet 18 years old, my parent or legal guardian (individually and collectively referred to below in the first person singular), agree to be bound as follows:

1. <u>Voluntary Participation</u>. I understand and confirm that my participation in the Activity is voluntary.

2. Identification of Risks. I understand that there are certain dangers, hazards, and risks inherent in participation in the Activity, including, but not limited to work and service projects, outreach events (LEADMissions), climbing walls, water games and events, outdoor games, swimming, canoeing, paintball, high adventure activities, rock climbing, gymnasium activities, sports, zip line, rappelling (LEADCamps), sleeping in cabins/churches/schools, bathing and eating and other residential activities, all of which are regularly scheduled activities. I may voluntarily participate in some or all of these activities. I also understand that medical facilities or treatment may be inadequate or unavailable during portions of the Activity. I understand that my participation in the Activity may involve risk of injury and loss, both to person and to property. I also understand that the risk of injury may include the possibility of permanent disability and death, and further may include the risk of exposure to COVID-19 (novel coronavirus). There may be other risks of participation in the Activity, some of which may not be known or reasonably foreseeable at this time. I further understand that some of the premises, facilities, and equipment used in connection with the Activity may not be owned, maintained, or controlled by LEAD222, but rather by the premises owners (the "Premises Owners"). I understand that this Release of Liability, Waiver, Indemnification, and Consent is intended to address all of the risks of any kind associated with my participation in any aspect of the Activity, including, particularly, such risks created by actions, inactions, or negligence on the part of LEAD222 or its directors, officers, employees, agents, volunteers, successors, or assigns (collectively, the "Representatives"), including, but not limited to, risks created by the following: (a) the risk of exposure to COVID-19 (novel coronavirus); (b) my physical, emotional, and psychological limitations and/or discomfort; (c) the physical, emotional, and psychological limitations and/or discomfort of others; (d) the use and/or condition of premises on which various Program events occur; (e) the lack or inadequacy of policies, rules, or regulations with respect to the Activity; (f) the failure of LEAD222 or its Representatives to foresee or to protect me from actions, inactions, negligence, recklessness, or intentional or criminal misconduct of other persons; (g) the inadequacy or unavailability of medical facilities, treatment, and/or professionals; or (h) the lack or inadequacy of supervision by LEAD222 or its Representatives.

3. <u>Assumption of Risk</u>. I assume all risks, known and unknown, foreseeable and unforeseeable, in any way connected with my participation in the Activity, **including (but not limited to) risks associated with exposure to COVID-19 (novel coronavirus)**. I accept personal responsibility for any liability, injury, loss, or damage in any way connected with my participation in the Activity, **including (but not limited to) risks associated with** my participation in the Activity, **including (but not limited to) risks associated with** my participation.

4. <u>Release and Waiver</u>. I release LEAD222 and its Representatives from any and all liability, and waive any and all claims, for injury, loss, or damage, including attorneys' fees, in any way connected with my participation in the Activity, even if caused in whole or in part by the negligent acts or omissions or other misconduct of LEAD222 or any of its Representatives, **including (but not limited to) risks associated with exposure to COVID-19 (novel coronavirus)** (a "Claim"). This release does not apply to reckless or intentional misconduct of LEAD222 or any of its Representatives.

5. <u>Indemnification</u>. I agree to indemnify and to hold harmless LEAD222 and its Representatives, and the Premises Owners, from any Claim or expense, including reasonable attorneys' fees for the legal counsel of LEAD222's choice, in any way connected with a Claim. This includes, but is not limited to, the cost of defending any Claim that I, or any member of my family, might make, or that might be made on my behalf, or on behalf of any of my family members, that is released or waived by this instrument.

6. <u>Binding Effect</u>. This instrument shall be binding upon my relatives, personal representatives, members, heirs, beneficiaries, next of kin, and assigns and shall insure to the benefit of LEAD222 and its Representatives.

7. <u>Consent to Medical Treatment</u>. I authorize LEAD222 and its Representatives, and the Premises Owners, if present, to provide to me, through medical personnel of their choice, customary medical assistance, transportation, and emergency medical services should I require such assistance, transportation, or services as a result of injury or damage related to my participation in the Activity. This consent does not impose a duty upon LEAD222 or its Representatives, or upon the Premises Owners, to provide such assistance, transportation, or services.

8. Policies and Exposure Notice. I agree to abide by any policies and procedures established by LEAD222 for participation in the Activity, including policies and safety measures intended to mitigate exposure to COVID-19 (novel coronavirus), and to notify LEAD222 immediately if I learn that I have, or may have been exposed to, or diagnosed with, COVID-19 (novel coronavirus), and I will immediately cease my participation in the Activity upon receiving such information. Please note that in the event of a trip participant getting sick it is the responsibility of the youth pastor/Church and the individual families to ensure that all these steps are taken and to cover any costs incurred.

9. <u>Severability</u>. If any provision (or portion of any provision) of this instrument is held to be invalid or unenforceable, that provision shall be enforceable in part to the fullest extent permitted by law, and such invalidity or unenforceability shall not otherwise affect any other provision of this instrument.

10. <u>Applicable Law</u>. Because LEAD222 Activities occur in different states, and in order to provide certainty in the law to be applied to the construction of this instrument, this instrument shall be governed, construed, and enforced in accordance with the law of the state in which the Activity occurs.

11. <u>Permission to use Photograph and/or Video.</u> I grant to LEAD222, its Representatives and Employees, the right to take photographs and video of me in connection with this Activity. I authorize LEAD222, its Assignees and Transferees to copyright, use and publish the same in print and/or electronic format for the purpose of publicity, illustration, advertising and web content.

THIS IS A RELEASE OF LIABILITY AND WAIVER. I HAVE READ AND UNDERSTAND ALL PARAGRAPHS OF THIS RELEASE OF LIABILITY, WAIVER, INDEMNIFICATION, AND CONSENT. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT. I AM SIGNING THIS RELEASE OF LIABILITY, WAIVER, INDEMNIFICATION, AND CONSENT VOLUNTARILY.

Printed Name

Date _

If the person participating in the Program is not yet 18 years old, one of his/her parents or legal guardians must sign:

In exchange for my child or ward being allowed to participate in the Program, and as the parent or legal guardian of the above-named individual, I verify that I fully understand, agree to, and accept all provisions of this Release of Liability, Waiver, Indemnification, and Consent. I further represent and agree that I am signing on behalf of, and as an agent for, any other individual who may be a parent or guardian of my child or ward, that I am fully authorized to do so, and that by executing this Release of Liability, Waiver, Indemnification, and Consent, I am binding myself, any other parent or guardian of my child or ward.

Printed Name (Parent or Legal Guardian)

Signature