



## Waiver, Release, and Indemnification Agreement

I am a participant on a Verso Ministries LLC (“Verso Ministries”) Pilgrimage.

I understand and acknowledge I am not required to participate in the Pilgrimage; my participation is wholly voluntary. I understand that the Pilgrimage will include travel to and around locations which may involve risk or danger, including but not limited to vehicular accidents, uneven terrain, poorly maintained steps or walkways, crumbling or falling rock, slip and fall, disease, food poisoning, extreme weather conditions, fire, or third-party criminal or negligent acts such as theft, abuse or violent attack, my own negligence and/or the negligence of others, including tour guides, other guests, Verso Ministries employees, agents and/or representatives, known or unknown medical conditions, physical excursions for which I am not prepared or other such accidents; the negligence or lack of adequate training of any agents or employees of Verso Ministries who seek to assist with medical or other help either before or after injuries have occurred; accident or illness without access to means of rapid evacuation or availability of medical supplies or services; and the adequacy of medical attention once provided. I understand that such risks could cause me serious personal injury, including death, or damage to my personal property. I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death. In consideration of being allowed to participate in the Pilgrimage, I hereby agree as follows:

1. I voluntarily elect to accept and solely assume all risk of injury or damage to my person or property incurred or suffered by me while participating in the Pilgrimage, even if the injuries or damages are caused in whole or in part by the negligent act or omission of Verso Ministries or any of the other persons or entities hereby released and even if such injuries or death occur in a manner that is not foreseeable at the time this agreement is signed.
2. This Agreement establishes that I am traveling on the Pilgrimage. This agreement is in effect primarily for my attendance on the Pilgrimage I have registered for, but also includes any travel that the Pilgrimage might include just prior to or just after the Pilgrimage, possibly including travel to neighboring countries or areas. This Agreement covers the full trip but could extend further if I schedule my departure for the Pilgrimage at an earlier date or return from the Pilgrimage on a later date.
3. I, individually, and on behalf of my family, my heirs, successors, assigns and personal representatives, hereby release, discharge, agree not to sue, and agree to indemnify and hold harmless Verso Ministries and its employees, agents, officers, and representatives (in their official and individual capacities) from any and all liability whatsoever for any and all damages, losses or injuries (including death) I sustain to my person or property or both, including but not limited to any claims, demands, actions, causes of action, judgments, damages, expenses and costs, including attorneys’ fees, which arise out of, result from, occur during, or are connected in any manner with my participation in the Pilgrimage, any related or independent travel, any activities or side trips (e.g., individual tours) irrespective of whether they are sponsored, supervised, selected, or controlled by Verso Ministries in any manner. By entering into this Agreement, I am not relying on any oral or written representation or statements made by Verso Ministries, other than what is set forth in this Agreement.

4. I understand that Verso Ministries has no responsibility to provide medical care to participants and has made no offer or promise to do so. I authorize Verso Ministries to obtain medical care on my behalf and/or to transport me to a medical facility, if necessary, and I hereby release Verso Ministries from any and all liability arising from its obtaining medical care on my behalf or transporting me to a medical facility. I further agree to pay all costs associated with such care or transportation. Without limiting any of the foregoing, I expressly waive any claim that I or anyone on my behalf may bring against Verso Ministries with regard to medical care and the provision or failure to provide such care.
5. I understand that Verso Ministries does not carry or maintain health, medical, or disability insurance coverage for any participant. Each participant is expected and encouraged to obtain his or her own travel insurance as well as medical or health insurance coverage, and to check with his or her own health insurance provider about coverage while traveling.
6. I agree to observe and obey all laws, posted rules and warnings, and further agree to follow any oral instructions or directions given by Verso Ministries or any of its contracted agents.
7. I agree to pay for all damages to person or property utilized by Verso Ministries during the course of the trip caused by my negligent, reckless, or willful actions. I agree to indemnify and defend Verso Ministries, its employees, agents, officers, and representatives (in their official and individual capacities) against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from, result from, occur during, or in any way be connected to my participation in the Pilgrimage, any related or independent travel, and any activities or side trips (e.g. individual tours), irrespective of whether they are sponsored, supervised, selected, or controlled by Verso Ministries in any manner.
8. I take full responsibility for my ability to participate in the activities of the Pilgrimage. I understand that the host country is working to meet the needs of the handicapped. Verso Ministries will try to accommodate pilgrims with special needs but cannot guarantee access to handicapped facilities throughout the Pilgrimage.
9. I understand that the companies and persons providing transportation, sightseeing arrangements, sleeping accommodations and guided tours during the Pilgrimage are independent contractors and are not agents or employees of Verso Ministries. All reservations, coupons, receipts, and tickets issued or made on behalf of individual vendors or suppliers are subject to any terms and conditions specified by such third parties.
10. I release from liability and will hold harmless Verso Ministries for any personal injury, property damage, loss of property, health problems, delays, or any action or omission by such third parties including the air carrier, accommodation operators, rail service, public transportation, private bus companies, or participants of the tours including the chaperones and group leaders. By utilizing the service of the suppliers, I agree that Verso Ministries will not be liable for any accident, loss, injury, or damage to me or to those traveling with me in connection with any accommodations, transportation or any other services resulting directly or indirectly from any occurrence or conditions beyond Verso Ministries' control, including war, acts of God, defects in vehicles, acts of terrorism, break down in equipment, thefts, pandemics, epidemics, quarantine requirements, border closures, acts of governments, overbooking or downgrading of accommodations, delay or cancellation of or changes in itinerary for any act, omission, or event during the Pilgrimage.
11. If any violation of these rules or the rules established by my group leaders or Verso Ministries is deemed grave, I understand that I may be required to return home early. I agree to pay any penalties, or, in the case of a minor, have my parent or guardian pay any penalties associated with changing my return flight date and the return flight date of one chaperone. These airline penalties for an early return must be paid prior to boarding the flight. Verso Ministries shall have no liability to me should I be required to return home early.

12. I understand and agree that photographs or video of me during the pilgrimage may be taken by Verso Ministries employees, agents, or representatives. I agree that photographs or video taken of me during the pilgrimage may be used for commercial purposes by Verso Ministries without royalties or prior consent.
13. I agree that this Agreement is to be construed under the laws of the State of Indiana, U.S.A.; and I hereby consent, irrevocably, to the exclusive jurisdiction and venue of the State courts located in St. Joseph County, Indiana (or, if there is exclusive federal jurisdiction, the U.S. District Court for the Northern District of Indiana, South Bend Division) with respect to any dispute arising out of, related to, or occurring during or in connection with the Pilgrimage, this document, or any accident, injury, or damage incident to the Pilgrimage. Verso Ministries shall not in any case be liable for other than compensatory damages, and my payment of a deposit on a tour means that I agree and expressly waive any right to punitive damages. I understand and agree that no claims will be considered and that I will not bring suit against Verso Ministries unless I have first provided a typewritten notice of claim to Verso Ministries within 30 days after the completion of the tour or cancellation of the tour. I agree that if any portion of this Agreement is held invalid, the balance hereof shall, notwithstanding, continue in full legal force and effect.

IN SIGNING THIS DOCUMENT, I HEREBY ACKNOWLEDGE THAT I HAVE READ THIS ENTIRE DOCUMENT, THAT I UNDERSTAND ITS TERMS, THAT BY SIGNING IT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS I MIGHT OTHERWISE HAVE, AND THAT I HAVE SIGNED IT KNOWINGLY AND VOLUNTARILY.

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Signature of participant

Printed name of participant

Date

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Signature of parent or legal guardian

Printed name of parent or legal guardian

Date

(only if subject is under the age of 18 on the day of departure)

**Minors Participation**

Complete this section if subject is under the age of 18 on the day of departure

This Agreement establishes that I am traveling overseas on the Pilgrimage with permission of my parent or guardian. This agreement is in effect primarily for my attendance on the Pilgrimage I have registered for, but also includes any travel that the Pilgrimage might include just prior to or just after the Pilgrimage, possibly including travel to neighboring countries. This Agreement covers the full trip but could extend further if I schedule my departure for the Pilgrimage at an earlier date or return from the Pilgrimage on a later date.

As parent/guardian of a minor participating in this pilgrimage, I also agree as follows: I have authority to sign this Agreement in the capacity as Parent or Guardian. There is no other person who needs to sign this Agreement for it to have full effect.

I give my full permission for my son/daughter/dependent, who signed this document, to travel on the Pilgrimage with Verso Ministries. I understand that Verso Ministries does not chaperone or supervise minors on the Pilgrimage and that any/all chaperoning duties will be performed by other adults who have registered with and are traveling with my son/daughter/dependent's group. On my own behalf,

and behalf of my spouse or co-guardian, if any, I release Verso Ministries from any liability related to supervising or chaperoning my son/daughter/dependent. I affirm and adopt, on my own behalf, all other releases set forth above in this Agreement.

If I cannot be contacted at the telephone number set forth below, I give my permission for the group's chaperones to make emergency medical decisions for my son/daughter/dependent until I can be contacted.

IN SIGNING THIS DOCUMENT, I HEREBY ACKNOWLEDGE THAT I HAVE READ THIS ENTIRE DOCUMENT, THAT I UNDERSTAND ITS TERMS, THAT BY SIGNING IT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS I MIGHT OTHERWISE HAVE, AND THAT I HAVE SIGNED IT KNOWINGLY AND VOLUNTARILY.

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Signature of participant	Printed name of participant	Date
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Participant's birth date and year	Contact phone number(s) of parent(s) or legal guardian(s)
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Signature of parent or legal guardian	Printed name of parent or legal guardian	Date
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Signature of parent or legal guardian	Printed name of parent or legal guardian	Date
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Updated September 30, 2020