

# Michael M. Smith Ministries

## RELEASE AND INDEMNIFICATION AGREEMENT

This Mission Trip is organized and sponsored by **Michael M. Smith Ministries (MMSM)** and is available to any willing Participant. The Participant signature affixed to this agreement certifies the Participant's understanding that MMSM cannot ensure that participation in this Mission Trip will be free of risk. While MMSM will work to organize a safe mission experience, participation in this experience is at the risk of the Participant.

The 2025 Mission Trip to Ghana, departing from the US on 11 July 2025 and returning on 21 July 2025, will include (but is not limited to):

- Flight to and from Accra, Ghana.
- Possible Sightseeing during layovers.
- Lodging at prearranged locations in Aburi, Accra and Winneba, Ghana.
- Dining at Ghanaian restaurants.
- Ground transportation throughout Ghana.
- Working at various schools in Ghana.
- Sightseeing, attractions, shopping and other activities.

In consideration of participation in the 2025 Mission Trip to Ghana, I agree as follows:

1. I understand the nature of the Mission Trip and the potential risks involved, including risks of personal injury, death and/or property damage or loss. I assume sole and full responsibility for my safety during participation in this Mission Trip.
2. MMSM acts only in the capacity of planner and organizer for the participants in all matters pertaining to hotel/guesthouse accommodations, tours, and transportation whether by air, railroad, motor coach, motor car or any other means, and I hold them free of responsibility for any loss, injury or damage to person, property or otherwise in connection with any accommodations, transportation, or other services resulting, directly or indirectly, from accidents, acts of government or other authorities, *de jure* or *de facto* wars, whether declared or not, hostilities, civil disturbances, strikes, riots, thefts, pilferage, epidemics, quarantines, medical or customs regulations, delays or cancellations or changes in itinerary or schedules, or from any causes beyond the control of MMSM and its employees or for any loss or damage resulting from improper or insufficient passports or other documents; and MMSM and its employees shall not become liable or responsible for any additional expense or liabilities sustained or incurred by me as a result of any of the foregoing causes.
3. MMSM cannot be held responsible for the personal actions of any participant, including myself, which may result in financial plight, involvement with local police authorities, failure to observe travel schedules resulting in missed connections with prepaid transportation, loss of personal effects, or for any illness and/or accident to any trip participant.

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4. I understand and agree that traveling to destinations, both domestic and foreign, involves potential exposure to airborne, waterborne, or otherwise transmissible or communicable diseases, bacteria, amoebas, fungi, pathogens, outbreaks and/or environmental health-related hazards or concerns, depending upon an extremely wide variety of factors, conditions and variables. Some examples include, but are not limited to, the Zika virus, Ebola, COVID-19, Hepatitis A, B, C and E, Corona Viruses, Cholera, Dengue fever, Malaria, Measles, Mumps, plague, pertussis, polio, rabies, rubella, scabies, West Nile virus, Yellow Fever, Avian or Bird flu, Influenza, African Tick-Bite Fever, tetanus, tuberculosis, typhus and typhoid fever, parasites, food poisoning, insect or animal bites, stings or venom. Neither MMSM or any of its employees or agents shall become liable or responsible for loss, injury, damage to you or any person related to any health-related or environmental hazards encountered while traveling, whether or not described or identified above.
5. Should I sustain any personal injury of any kind or any property damage as a result of participation in this Mission Trip, I hereby release, and shall indemnify, defend and hold harmless Michael M. Smith Ministries and its members, agents, employees and leaders from any and all liability, claims, actions, injury or harm to me, or from damage to my property. I understand that this Agreement covers liability, claim and actions caused entirely or in part by any act or failure to act by Michael M. Smith Ministries (or its employees or agents), including, but not limited to negligence, mistake or failure to supervise by MMSM. This Agreement covers all aspects of participation in the Mission Trip.
6. While U.S. law governs access and accommodations for persons with disabilities at many institutions, the nature of mission trips includes travel itineraries which may demand activities for which accommodations cannot be made for housing/classrooms/facilities which are handicap accessible. Therefore, MMSM cannot guarantee that all Mission Trip experiences provide equal access to participants with disabilities. Participants who have special needs must confer with MMSM prior to paying any required Trip funds to determine if those needs can be reasonably met while abroad.
7. This Release and Waiver shall be construed under the laws of the commonwealth of Virginia, and I agree to submit any claims hereunder or otherwise arising out of the Mission Trip to binding arbitration in Virginia Beach, Virginia, under the rules of the American Arbitration Association. Each party shall bear its own expenses in such arbitration.

I have read this entire Agreement. I fully understand it, and I agree to be legally bound by it. No oral representations, statements or inducements have been made with regard to this Agreement or the Mission Trip.

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

Parental Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*Parent/Guardian signature required for any participant under age 18.*