



# Sample Acknowledgement of Risk Form

## ACKNOWLEDGEMENT OF RISK FORM

This ACKNOWLEDGEMENT OF RISK, WAIVER OF CLAIMS AND HOLD HARMLESS AGREEMENT (the "Release") is made by and between \_\_\_\_\_ (the "Participant") residing at \_\_\_\_\_, \_\_\_\_\_, and the [church name and address here].

In consideration of her/his participation in the trip between [dates] (or close to), and in full knowledge that international travel and work project may involve significant risks, including without limitation loss of or damage to property, personnel injury or death, the Participant agrees and covenants, now and forever, to waive on behalf of himself/herself and any heirs, estates, executors or executrixes, any claim, suit, demand, action at law, or in equity against the [church name], the [host diocese] (the host country) or any of their trustees, officers, directors, employees, contractors or agents (hereinafter individually and collectively called the hosts), for or on account of any personnel injury, loss of health, death, loss of property, inconvenience, delay or any other damage sustained by him/her directly or indirectly arising from or relating to her/his participation in this trip.

The Participant also agrees and covenants, now and forever, on behalf of himself/herself and any heirs, estates, executors or executrixes, to hold the hosts harmless against any and all liabilities and expenses and reasonable attorney's fees that the hosts may incur in respect of any claim, suit, demand or cause of action, either actual or threatened brought in any jurisdiction in violation of the covenants made in the previous paragraph.

Any of the hosts not party to this Release shall be intended third party beneficiaries hereof and shall have standing to raise any defense or bring claim under this Release in their own names.

The Parties intend that this Release be executed as a seal instrument under seal and that it be governed by the laws of the Commonwealth of Massachusetts, exclusive of choice of law provisions. Any action with regard to this contract shall be brought only within a state or federal court of competent jurisdiction that is located within the Commonwealth of Massachusetts.

The provisions of this Release shall be severable, and in the event that any provision or provisions hereof are invalidated, struck or reformed, the remaining provisions hereof shall continue in full force and effect.

The Release reflects the full and complete agreement of the parties as to the subject matter hereof any may not be modified except in writing.

**Signature of Participant:** \_\_\_\_\_ Date signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

**Witnessed by:** \_\_\_\_\_ Date signed: \_\_\_\_\_

(or Legal Guardian if appropriate)

Print Name: \_\_\_\_\_

**[Church officer]**

By: \_\_\_\_\_

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