

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

The individual named below (referred to as "I" or "me") desires to participate in a missions trip to Amber Brittain, including without limitation all accompanying travel, services, programs, activities and events (the "**Activity**"), sponsored by the Movement Foundation, Inc., a Georgia non-profit corporation with offices located at 8024 Calvin Hall Road, Indian Land, South Carolina 29707 (the "**Foundation**"). As lawful consideration for being permitted by the Foundation to participate in the Activity, I agree to all the terms and conditions set forth in this agreement (this "**Agreement**").

1. **ASSUMPTION OF RISK.** I AM AWARE AND UNDERSTAND THAT THE ACTIVITY INVOLVES DANGER AND THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE. I FURTHER UNDERSTAND THAT SUCH ACTIVITY MAY INVOLVE RISKS COMMONLY ASSOCIATED WITH TRAVEL TO AND LIVING CONDITIONS IN THE DEVELOPING WORLD, WHICH DANGERS AND RISKS INCLUDE WITHOUT LIMITATION DISEASE, ILLNESS, INJURY, PROPERTY DAMAGE AND EVEN DEATH, FROM ANIMALS, INSECTS, PLANTS, FOODS, WAR, INSURRECTION, POLITICAL STRIFE, CONFLICT, CRIME, ABSENCE OF REGULATION AND LEGAL PROTECTIONS, TRAVEL PROVIDERS, LIVING ACCOMODATIONS, LESSER ACCESS TO AND STANDARDS OF MEDICAL CARE AND THE CONDITION OF THE FACILITIES, EQUIPMENT AND MODES OF TRANSPORT. IN ADDITION, THERE MAY BE RISKS AND DANGERS UNKNOWN TO ME OR UNFORESEEN AT THIS TIME. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY BE COMPOUNDED BY NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE FOUNDATION AND/OR ITS CONTRACTORS, EMPLOYEES AND AGENTS. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGERS AND RISKS INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF THE FOUNDATION OR OTHERWISE.
2. **RELEASE FROM LIABILITY.** I expressly waive and release any and all claims, now known or hereafter known in any jurisdiction throughout the world, against the Foundation, and its officers, directors, employees, agents, contractors, affiliates, shareholders, successors, and assigns (collectively, "**Releasees**"), on account of injury, death, or property damage arising out of or attributable to my participation in the Activity, whether arising out of the negligence of the Foundation or any Releasees or otherwise, but not including gross negligence or willful misconduct of the Foundation or any Releasees, and forever release and discharge the Foundation and all other Releasees from liability under such claims.
3. **INDEMNITY.** I will defend, indemnify, and hold harmless the Foundation and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, incurred by/awarded against any indemnified party, arising out or resulting from any claim of a third party related

to the Activities, which is in any way due to, caused by or contributed to, in whole or in part, by my negligence, gross negligence, recklessness or willful misconduct.

4. **COVENANT NOT TO SUE.** I will not initiate any claim, lawsuit, court action, or other legal proceeding or demand against the Foundation or any of the Releasees, nor join or assist in the prosecution of any claim for money or other damages which anyone may have, on account of injuries (including death), losses, or damages sustained by me, other parties, or my (or others') property in connection with my participation in the Activity, and as set forth herein, I forever waive any right I may have to do so. This means that, except in the case of the gross negligence or willful misconduct of the Foundation or any Releasees, I cannot sue to hold the Foundation or any of the Releasees responsible for any injury, loss, or damage sustained by me, other parties, or my (or others') property in connection with the Activity, even if it is due to the negligence, injudicious act, omission, or similar fault of the Foundation or any of the Releasees. I also waive my insurers' right to make a claim against the Foundation or any of the Releasees based on payments by insurers to me or on my behalf for any such reason. This means my insurers have no rights of subrogation in such a case against the Foundation or any of the Releasees.
5. **MEDICAL EXPENSES.** I hereby consent to receive medical treatment which may be deemed necessary in the event of any illness, accident or injury, or medical emergency resulting from or in connection with my participation in the Activity and understand that I am solely responsible for all costs related to such medical treatment, medical transportation and/or evacuation.
6. **REPRESENTATIONS AND COVENANTS.** I am over 18 years of age or my parent or legal guardian have approved my participation in the Activity. I have a valid U.S. passport or other travel, identity and immigration documents that will enable my legal travel to and from all locations in which the Activity may be held. I acknowledge that I, and not the Foundation, am solely responsible for the acquisition and maintenance of all necessary passport and other travel, identity and immigration documents. I am in good health, in proper physical condition, and I do not have any medical or other conditions that would impair my ability to participate in the Activity. I will follow any and all instructions, recommendations, and cautions of the Foundation at all times during the Activity, and further agree to comply with all applicable laws while participating in the Activity.
7. **PUBLICITY.** I hereby grant the Foundation, without limitation, the right to use my name and likeness in connection with the Activity for any publicity without further compensation or permission.
8. **ADDITIONAL TERMS.** This Agreement constitutes the sole and entire agreement of the Foundation and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This

Agreement is binding on and shall inure to the benefit of the Foundation and me and their respective successors and assigns.

9. **CHOICE OF LAW AND FORUM.** All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of South Carolina without giving effect to any choice or conflict of law provision or rule (whether of the State of South Carolina or any other jurisdiction). Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in Lancaster County, South Carolina, and I hereby consent to the exclusive jurisdiction of such courts.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT, THAT I HAVE HAD OPPORTUNITY TO CONSULT LEGAL COUNSEL OF MY CHOICE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE FOUNDATION.

Signed:

ABrittain

Printed Name:

Amber Brittain

Address:

411 Signal Valley Trail

Chelsea, AL 35043

Date: 2/18/24