

SEBTS Participant Release and Indemnity Agreement

For and in consideration of the undersigned Participant (the "Participant") being permitted to participate in the SEBTS Activities described herein, for the efforts of the "Released Parties", as defined below, in coordinating the SEBTS Activities described herein, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I, as the Participant, for and on behalf of myself and my "Participant Representatives", as defined below, acknowledge and agree as follows:

Knowing Acceptance of Risks. I am knowingly, intentionally, and voluntarily participating in certain ministry and missionary activities ("SEBTS Activities") with others, and such SEBTS Activities may include, but are not limited to, serving others through various compassion, humanitarian, or evangelistic ministry activities, traveling to and from various locations in furtherance of such activities, and lodging with one or more other participants engaged in such activities. As a volunteer, I am primarily responsible for payment of my own expenses and for providing my own personal insurance coverage (notwithstanding any gratuitous reimbursement of certain expenses), to serve others through the SEBTS Activities for the glory of God and to demonstrate my faith in Christ. I further specifically understand, acknowledge, and knowingly assume the following actual or potential hazards, perils, dangers, and risks inherent in or associated with participation in the SEBTS Activities (collectively, the "Risks"): (i) the SEBTS Activities may at times be arduous; (ii) the SEBTS Activities will be supervised and performed by other volunteers and ministry leaders; (iii) vehicles transporting participants or volunteers may be operated by licensed volunteers, who may or may not be professional drivers; and (iv) such Risks may include, but are not limited to, accidents while in or operating motor vehicles, while in or about my assigned living, sleeping, and eating areas, or during either ministry or leisure activities of the ministry team to which I am assigned. **I SPECIFICALLY UNDERSTAND AND ACKNOWLEDGE THAT SUCH RISKS MAY RESULT IN DAMAGE, INJURIES, OR DEATH TO MY PERSON OR PROPERTY OR TO THE PERSON OR PROPERTY OF OTHER PARTICIPANTS OR VOLUNTEERS, AND I KNOWINGLY ACCEPT AND ASSUME SUCH RISKS.**

General Release and Indemnity. I do hereby waive, release, and forever discharge from liability the following parties: all persons on the ministry team with me, those who notified, selected, or assigned me to the team, Southeastern Baptist Theological Seminary (SEBTS), any and all persons, conventions, associations, churches, or other entities with whom SEBTS coordinates or organizes all or part of the SEBTS Activities, any and all of their respective past or present parent entities, subsidiaries, divisions, affiliated entities, successors and assigns, and any of their respective past or present officers, directors, shareholders, members, managers, employees, agents, representatives, trustees, or insurers (collectively, the "Released Parties") from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, demands, damages, actions, causes of action, suits, rights, costs, losses, debts, and expenses of any kind whatsoever (based upon any legal or equitable theory, whether contractual, common law, statutory, federal, state, local, or otherwise), whether known or unknown, suspected or unsuspected, which I ever had, now have, or may hereafter acquire, which in any way relate to or arise from, in whole or in part, directly or indirectly, my participation in the SEBTS Activities or this voluntary missionary venture, without regard to the cause or causes thereof or the negligence of the Released Parties. I further agree to indemnify and hold harmless the Released Parties against any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, demands, damages, actions, causes of action, suits, rights, costs, losses, debts, and expenses of any kind whatsoever (based upon any legal or equitable theory, whether contractual, common law, statutory, federal, state, local, or otherwise) which may result from or be brought on account of my negligence or which otherwise relate to or arise from, in whole or in part, directly or indirectly, my participation in the SEBTS Activities.

Photo and Video Release. I hereby grant the Released Parties permission and rights to edit, copy, exhibit, publish, distribute, or otherwise use my image, likeness, and sound of my voice, as recorded in photographic, audio, video, or other format, without limitation or restriction and without payment, royalty, or any other consideration.

Binding Agreement. This Release and Indemnity Agreement is binding upon the Participant and Participant's parents, guardians, agents, representatives, executors, heirs, next of kin, administrators, beneficiaries, successors and assigns ("Participant Representatives"). This Participant Release and Indemnity Agreement ("Agreement") contains the complete expression of the agreement between the Participant (for himself/herself and the Participant Representatives) and the Released Parties with respect to the subject matter hereof, and may be amended or waived only in writing signed by the undersigned and the Released Parties' representative(s), or their successors. This Agreement is to be construed and interpreted under North Carolina law, without regard to conflicts of law. This Agreement shall not be strictly construed against any party in favor of any other. If any term or provision of this Agreement is determined by a court to be unenforceable, the remaining terms and provisions of this Agreement are to remain in full force and effect and are to be enforced to the maximum extent allowed by applicable law.

I have read and fully understood this waiver, release, and indemnity agreement prior to affixing my signature, and I, on behalf of myself and my Participant Representatives, enter the same willingly and knowingly for the purposes stated above, as of the signature date below.

Participant Name (Print): _____

Participant Signature: _____

Date: _____

