



MEDICAL AND LIABILITY RELEASE

Noonday Association, N.B.A., Noonday, require the completion and acceptance of a medical and liability release prior to participation in a trip or project.

Participant name: _____

I am fully competent to sign this Release. I have voluntarily chosen to participate in the project of Noonday, and the travel and other activities incidental or related thereto (collectively, the "Service Trip"). In consideration of and as a condition to being permitted to participate in the Service Trip, I, on behalf of myself and my representatives, estate, executors, heirs, next of kin, administrators, beneficiaries, insurers, successors and assigns, and anyone else who might now or in the future claim by or through me (collectively, "my Representatives"), hereby agree to be bound by this Release in its entirety.

1. Understanding the Risks. I certify that, I am in good health and physical condition and I HAVE NO MEDICAL CONDITIONS OR PHYSICAL LIMITS that would prevent my participation in the Service Trip. I UNDERSTAND THAT TRAVEL AND MISSIONS OPPORTUNITIES INVOLVE INHERENT RISKS AND DANGERS, including but not limited to CRIME, CIVIL UNREST, TERRORISM, WAR, SICKNESS, DIFFERING SAFETY STANDARDS OF BUILDINGS, PUBLIC SPACES AND TRANSPORTATION, VARYING QUALITY AND AVAILABILITY OF MEDICAL TREATMENT, and other similar and dissimilar risks that may result in injury or loss to me, INCLUDING, BUT NOT LIMITED TO, ILLNESS, BODILY INJURY, PROPERTY LOSS AND DEATH (hereinafter, "Risks"). I have carefully considered such Risks, and I, ON BEHALF OF MYSELF AND MY REPRESENTATIVES, VOLUNTARILY ACCEPT, ASSUME AND CONSENT TO ALL SUCH RISKS THAT MAY RESULT FROM SUCH PARTICIPATION IN THE SERVICE TRIP.
2. Understanding Noonday Relationship with Third Parties. I understand that Noonday does not represent or serve as agent for, and cannot control the acts or omissions of, transportation carriers, hotels and other suppliers of goods and/or services in connection with the Service Trip.
3. General Release. I, on behalf of myself and my Representatives, hereby IRREVOCABLY, UNCONDITIONALLY, AND FOREVER RELEASE, DISCHARGE, ABSOLVE, AND COVENANT NOT TO SUE NOONDAY, and churches or other charitable organizations cooperating in the Service Trip, and all of their respective parents, subsidiaries, affiliated entities, successors and assigns (hereinafter, "Released Entities"), and the respective members, directors, officers, trustees, elders, deacons, managers, employees, representatives, agents, and volunteers of the Released Entities (hereinafter, "Released Parties"), from and with respect to any and all INJURIES, LOSSES, DAMAGES, CLAIMS, ACTIONS, RIGHTS, LIABILITIES, CAUSES OF ACTION, DEMANDS, OR OTHERWISE (collectively, "Claims and Liabilities"), and agree that the Released Parties SHALL NOT BE LIABLE FOR SUCH CLAIMS AND LIABILITIES, ARISING FROM MY PARTICIPATION IN THE SERVICE TRIP, or my request to be permitted to participate in the Service Trip, WHETHER FOR PERSONAL INJURIES, PROPERTY DAMAGE, ILLNESS, DEATH, THE DISCLOSURE OF MEDICAL INFORMATION, OR IN ANY WAY RELATED TO EMERGENCY MEDICAL TREATMENT PROVIDED TO ME, OR IN CONNECTION WITH THE MEDIA LICENSE DESCRIBED BELOW, whether foreseen or unforeseen, present or future, known or unknown, even if caused by, or arising in whole or in part from, the NEGLIGENCE, FAULT, BREACH OF CONTRACT, STRICT LIABILITY, OR OTHER ACT, CONDUCT OR STATUS of any of the Released Parties, except only Claims and Liabilities resulting from the gross negligence or willful or wanton misconduct of a Released Party. Furthermore, I, on behalf of myself and my Representatives, agree to INDEMNIFY, DEFEND, AND HOLD HARMLESS the Released Parties from and against ANY AND ALL CLAIMS AND LIABILITIES released herein. This indemnification INCLUDES ALL COSTS OF DEFENDING SUCH CLAIMS, INCLUDING ATTORNEYS' FEES, COSTS, AND EXPENSES, whether suit is filed or not.

Initial: _____

4. Media License. I, on behalf of myself and my Representatives, hereby assign and grant to Noonday AN IRREVOCABLE, PERPETUAL, ROYALTY-FREE LICENSE TO USE MY PHOTOGRAPH, IMAGE, VOICE, LIKENESS AND ANY IDENTIFIABLE ATTRIBUTES, IN WHOLE OR IN PART, IN ANY MEDIA (the "Images") for development or charitable solicitation, advertising, trade and any other lawful purposes now and in the future that are in fulfillment of Noonday's charitable purposes without further notification, inspection or approval and at no cost to the Released Parties and with no compensation to me (provided, however, that neither Noonday nor any other Released Party shall be obligated to use the Images in any way), and I further agree that Noonday shall be the exclusive owner of any and all rights, including copyrights in the Images.
5. Medical Expenses Understanding. I understand and agree that the Released Parties are not responsible for any medical expenses that I may incur while participating in the Service Trip. I further understand that I am required and solely responsible to carry comprehensive health insurance for the duration of the Service Trip, and further that travel insurance is required for the Service Trip in addition. Any request for reimbursement for medical expenses must be made to my insurers.
6. Expenses for Change in Travel Plans; Other Injuries. I understand and agree that I bear the sole responsibility for any travel expenses which I incur: (a) in the event Noonday finds it necessary to send me home prior to the scheduled departure date, for behavior that Noonday deems inappropriate, immoral, or not in keeping appropriate standards. I further understand and agree that the Released Parties are also not responsible for any injury that I may suffer while traveling independently before or after the Service Trip or during my free time, and that such Claims and Liabilities are part of my release in Paragraph 2, above.
7. Release of Personal Information. I, on behalf of myself and my Representatives, give my express, written consent allowing Noonday to share my personal information, including, but not limited, to my name, age, address, phone number, photograph, credit card information (if applicable), and passport information ("Personal Information") with travel service providers (e.g., travel agents and agencies, airlines, hotels, ground transportation, tour operators, attractions, and travel insurance companies ("Travel Providers") for the purposes of reserving and booking travel arrangements and obtaining travel related products and services in connection with the Service Trip. I agree that the Travel Providers may contact me as necessary to obtain additional information in order to facilitate my travel arrangements for the Service Trip. I understand that the use of my Personal Information by Travel Providers is subject to the policies and procedures of such provider and not those of Noonday's use of Personal Information. Furthermore, I authorize the release of Personal Information to the US Department of State, US Embassies and Consulates, or other government agencies as may be required or recommended, in the sole opinion of Noonday.
8. Release of Medical Information and Permission to Treat. I, on behalf of myself and my Representatives, give my express, written consent allowing Noonday to share my Personal Information, as well as any information in its possession regarding any health or medical conditions and any applicable health or travel insurance coverages that I may have, to or for the use of a medical provider in the event that Noonday believes it is reasonably necessary for the provision of medical care to me. I further agree that Noonday is authorized to request that available, trained medical personnel provide emergency medical care to me if Noonday believes it is reasonably necessary, and that the Release expressly applies to such instances.
9. I will be an ambassador for Christ who strives to abide by this Covenant in full. To be clear, Noonday cannot and does not wish to control anyone's behavior against his or her wishes. Instead, Noonday seeks like-minded individuals who share its religious beliefs and view their conduct as a reflection of their spiritual life. As such, Noonday expects that I, as its volunteer, will whole-heartedly endorse these ideals in order to maximize the participants' collective witness for Christ and the work accomplished for the Kingdom of God on the Service Trip.
10. Mandatory Arbitration. Consistent with Matthew 18 in the Holy Bible, any claim or dispute between the parties concerning questions of law or fact or both arising out of or relating to this Release, its interpretation or performance, or its alleged breach, which is not disposed of by agreement of the parties, shall be resolved by binding arbitration in Atlanta, Georgia by and under the rules of Peacemaker Ministries (or its successor) except as such rules are modified here. Those rules are currently published at www.peacemaker.net. The parties covenant to keep such questions and arbitration proceedings confidential except as necessary to effectuate and/or enforce arbitration. The parties covenant and agree that they will not sue or otherwise bring actions against each other in any courts, that arbitration is their sole and binding remedy, that they waive their rights to sue or to appeal or to other remedies (except to the extent necessary to enforce the final award or finding), and that if this covenant not to sue and waiver are not legally effective, then such arbitration is a prerequisite to any other remedy. The parties covenant and agree to abide by, perform, accept, and fulfill the final award or finding concerning such questions without recourse to any other court or tribunal, except to the extent necessary to enforce said final award or finding.

Initial: _____

11. General Provisions. This Release is binding upon me and my Representatives. This Release contains the complete expression of the agreement between me (on behalf of myself and my Representatives) and the Released Parties with respect to the subject matter hereof, and may be amended only in writing signed by the undersigned and the Released Parties' representative(s), or their successors. It is not intended to release the Released Parties from any claims or liabilities that, as a matter of law, cannot be avoided, waived or released, and no provision hereof should be so interpreted. Section headings and titles are for convenience of reference only and shall not affect, nor be construed to affect, the meaning of any provision of this Release. Time is of the essence as to all matters herein. This Release is governed by the internal laws of Georgia (even if applicable conflict of law rules would provide otherwise). The terms of this Release are severable. This Release shall not be strictly construed against any party.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS AGREEMENT INCLUDES A WAIVER OF LIABILITY AND RELEASE, AN ASSUMPTION OF RISK, AND AN AGREEMENT BY ME TO INDEMNIFY AND HOLD HARMLESS GLOBAL(X), NORTH POINT MINISTRIES, INC. AND THE OTHER RELEASED PARTIES, AND I SIGN IT OF MY OWN FREE WILL.

Date	Print Name of Participant	Signature of Participant
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Date	Print Name of Spouse (if applicable)	Signature of Spouse
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If participant is a minor (under 18):

Date	Print Name of Parent or Guardian	Signature of Parent or Guardian
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Physical Address: _____

Cell: _____ Email: _____

(Continued)

TALENT RELEASE

I, _____ hereby permit Noonday to use any audio, video, written, or pictorial footage of myself taken while on this Noonday trip/project for future promotions of Noonday.

I understand that neither Noonday will use any of this footage for any purposes or organizations outside of marketing for Noonday, nor will they sell or release this material to any outside party.

Signed: _____

Name (please print): _____

Date: _____