



WAIVER, RELEASE OF LIABILITY, INDEMNIFICATION AND CONSENT TO MEDICAL ATTENTION

In exchange for participating in International Hearing Humanitarian Trip (hereafter "Humanitarian Trip") to **Guatemala**, beginning **March 28 – April 1, 2023**, I and if I am not yet 18 years of age, my parent or legal guardian, agree to be bound by each of the following:

1. **Voluntary Participation:** I understand and affirm that my participation in the Humanitarian Trip is voluntary. "Participation" is defined as follows: the action or state of taking part in something.
2. **Identification of Risks:** I understand that representatives of Entheos Audiology Cooperative, Inc. (hereafter "Entheos") may not be present at all times during the Humanitarian Trip. I understand that the Humanitarian Trip primarily takes place in a foreign country, outside the jurisdiction of the United States. I also understand that my participation in the Humanitarian Trip may involve risk of injury and loss, both to person and property. I also understand that the risk of injury may include the possibility of permanent disability or death. I understand that this waiver and release of liability is intended to address all the risks of any kind associated with my participation in the Humanitarian Trip, or with the time I am involved with the Humanitarian Trip including, particularly, such risks created by action, inactions or negligence on the part of Entheos, its directors, officers, employees, or agents, volunteers, successors, or assigns, including but not limited to risks created by the following: (a) the use and condition of various modes of transportation, premises, facilities, and equipment; (b) the lack of or inadequacy of policies, rules or regulations for the Humanitarian Trip or its participants; (c) the failure of Entheos to foresee or to protect me from actions, inactions or negligence, recklessness, or intentional or criminal misconduct of persons other than those affiliated with Entheos; (d) the inadequacy or unavailability of medical facilities or treatment; (e) the lack of or inadequacy of supervision.
3. **Assumption of Risk:** I assume all risks, known and unknown, foreseeable, and unforeseeable, in any way connected with my participation in the Humanitarian Trip. I accept personal responsibility for any liability, injury loss or damage in any way connected with my participation in the Humanitarian Trip.
4. **Release and Waiver:** I release Entheos, its officers, directors, employees, agents, volunteers, successors, and assigns from, and waive all claims for, any liability, injury loss or damage, including attorneys' fees, in any way connected with my participation in the Humanitarian Trip, whether or not caused in whole or part by the negligence or other misconduct of Entheos, or its officers, directors, employees, agents, volunteers, successor, and assigns.
5. **Indemnification:** I agree to indemnify and hold harmless (in other words, to reimburse and to be responsible for) Entheos and its Officers, directors, employees, agents, volunteers, successors and assigns from all claims for any liability, injury, loss or damage or expense, including attorneys' fees (including cost of defending any claim I might make, or that might be made on my behalf, that is released or waived by this instrument), in any way connected with or arising out of my participation in the Humanitarian Trip, whether or not caused in whole or in part by the negligence or other misconduct of Entheos or any of the individuals referenced herein.
6. **Binding Effect:** This instrument shall be binding upon my relatives, personal representatives, heirs, beneficiaries, next of kin, or assigns and shall inure to the benefit of Entheos and its respective successors and assigns.
7. **Consent to Medical Treatment:** I authorize Entheos to provide to me, through medical personnel of its choice, customary medical assistance, transportation, and emergency medical services. This consent does not impose a duty upon Entheos to provide such assistance, transportation or services.
8. **Consent to Media:** Entheos Audiology Cooperative, Inc., owns all media created on the humanitarian trip by Entheos, employees, directors and agents. As a traveler on an Entheos humanitarian trip, you have a right to opt out of inclusion in images/photographs and videos used for marketing, communications, and public relations purposes. If you do not wish to opt out, you are aware that your image recorded while on an Entheos humanitarian trip or Entheos humanitarian related activities in photographs and/or video may be used by Entheos for the following purposes: marketing; communications; and public relations. ***If you wish to opt out, you must check this box and return the signed form to trips@entheoshearing.com.***
9. **Severability:** If any provision (or portion of any provision) of this instrument is held to be invalid or unenforceable in part to the fullest extent permitted by law, such invalidity or unenforceability shall not otherwise affect any other provision of this instrument.
10. **Applicable Law:** Because Entheos is headquartered in the State of Indiana, and in order to provide certainty in the law to be applied to the construction of this instrument, this instrument shall be governed, construed, and enforced in accordance with the law of the State of Indiana.

THIS IS A WAIVER, RELEASE OF LIABILITY, AGREEMENT FOR INDEMNIFICATION AND CONSENT. I HAVE READ THIS WAIVER, RELEASE OF LIABILITY, AGREEMENT FOR INDEMNIFICATION AND CONSENT. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I AM SIGNING THIS WAIVER RELEASE OF LIABILITY, AGREEMENT FOR INDEMNIFICATION, AND CONSENT VOLUNTARILY.

Printed Name

Signature

Date

If the person participating in the Humanitarian Trip is not at least 18 years of age: In exchange for my child or ward being allowed to participate in the Humanitarian Trip, and as the parent or legal guardian of the above named individual, I verify that I fully understand, agree to be bound, and accept all provisions of this waiver, Release of Liability, Indemnification and Consent.

Printed Name

Signature

Date