

**TCM International Institute, Inc.**

**WAIVER, RELEASE OF LIABILITY, AND INDEMNIFICATION**

I, (full legal name) \_\_\_\_\_, in exchange for my being allowed to participate in a SHORT-TERM MISSION TRIP TO AUSTRIA (the "Program") organized by TCM International Institute, Inc. ("TCM"), hereby agree as follows:

**1. Voluntary Participation**

I understand and agree that my participation in the Program is voluntary.

**2. Identification of Risks**

I understand that there are certain dangers, hazards, and risks inherent in traveling abroad and in certain activities conducted at the Program, some of which are significant. I also understand that excellent medical facilities are available in Austria, but treatment may be different than what I might experience in the United States. I understand that my participation in the Program may involve risk of injury and loss, both to person and to property, including the possibility of permanent disability and death. There may be other risks not known to TCM and not reasonably foreseeable at this time. I understand that this Waiver and Release of Liability is intended to address **all** of the risks of any kind associated with **any aspect** of the Program, including, particularly, such risks created by actions, inactions, or **negligence** on the part of TCM or its officers, directors, employees, agents, volunteers, successors, or assigns ("TCM-Related Parties"), including **but not limited to**, risks created by the following: (a) the inadequacy or unavailability of medical facilities, treatment, and/or professionals; (b) my physical, emotional, and psychological limitations and/or discomfort; (c) the physical, emotional, and psychological limitations and/or discomfort of others; (d) the use and condition of various modes of transportation, premises, facilities, and equipment; (e) the lack or inadequacy of policies, rules, or regulations with respect to the Program; (f) the failure of TCM to foresee or to protect me from actions, inactions, negligence, recklessness, or intentional or criminal misconduct of persons, other than those affiliated with TCM and/or the Program; or (g) the inadequacy or lack of supervision by TCM or its representatives.

**3. Assumption of Risk and Expense**

I assume all risks, known and unknown, foreseeable and unforeseeable, in any way connected with the Program and my participation in it. I accept personal responsibility for any liability, injury, loss, or damage in any way connected with my participation in the Program.

**4. Release and Waiver**

Although TCM seeks to ensure each participant's safety while participating in the Program, there are unavoidable risks in traveling abroad and participating in short-term mission trips. By my signature below, I release TCM and the TCM-Related Parties from any and all liability for and waive any and all claims for injury, loss, expense, or damage, including attorneys' fees, in any way connected with my participation in the Program (a "Claim"), whether or not caused in whole or in part by **the negligence** of TCM or the TCM-Related Parties.

**5. Indemnification**

I agree to indemnify and to hold harmless (in other words, to reimburse and to be responsible for) TCM and the TCM-Related Parties from all Claims for any liability, injury, loss, damage, or expense, including attorneys' fees (including the 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 the Program.

**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 TCM, the TCM-Related Parties, and their respective successors and assigns.

**7. Consent to Medical Treatment and Consent to Disclose Medical Information**

By a separate document, attached to this Waiver, Release of Liability, and Indemnification, I have consented to medical treatment and to disclose my medical information, as necessary. I understand that this consent does not impose a duty upon TCM, the TCM-Related Parties, or the Premises Owners to provide such medical assistance, transportation, or emergency medical services.

**8. Miscellaneous**

This agreement supersedes any previous or contemporaneous agreements or understandings with TCM, whether written or oral, and cannot be changed or amended except in writing and signed by an authorized officer or agent of TCM. If any provision (or portion of any provision) of this instrument is held to be invalid or unenforceable, that provision shall be enforceable in part to the fullest extent permitted by law, and such invalidity or unenforceability shall not otherwise affect any other provision 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, AND INDEMNIFICATION. I HAVE READ THIS WAIVER, RELEASE OF LIABILITY, AND INDEMNIFICATION. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I AM VOLUNTARILY SIGNING THIS WAIVER, RELEASE OF LIABILITY, AND INDEMNIFICATION.**

Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_