

**LOVESERVES MISSION TRIP PARTICIPANT
WAIVER AND CONCILIATION CLAUSE**



PLEASE READ CAREFULLY. THIS WAIVER CONTAINS IMPORTANT INFORMATION ABOUT YOUR LEGAL RIGHTS, INCLUDING YOUR WAIVER OF LIABILITY AND ASSUMPTION OF RISK RELATING TO EXPOSURE TO COVID-19 AND ANY OTHER COMMUNICABLE OR INFECTIOUS DISEASE, AND AGREEMENT TO BINDING ARBITRATION.

WAIVER AND CONCILIATION CLAUSE

**I. COVID-19 And Any Other Communicable Or Infectious Disease: Liability Waiver,
Binding Arbitration And Other Provisions**

By completing a LoveServes mission trip application and/or by paying the associated trip fees, and in consideration thereof, and in consideration for being able to visit and/or participate in transportation and activities on the LoveServes mission trip, I agree, understand, and acknowledge, on my own behalf and on behalf of any individual minor in my care, as follows (collectively, the "COVID-19 and Other Communicable/Infectious Disease Provision"):

Assumption Of Risk: I acknowledge that an inherent risk of exposure to the disease COVID-19 (as defined by the World Health Organization and any strains, variants, or mutations thereof) and SARS-CoV-2 (the virus that can cause COVID-19) (collectively, "COVID-19"), and any other communicable or infectious disease, exists in any public place where people are present. "Communicable disease" means any disease or illness caused by microorganisms such as bacteria, viruses, parasites, or fungi that can be spread, directly or indirectly, from one person to another. "Infectious disease" means any disease or illness caused by microorganisms such as bacteria, viruses, parasites, or fungi that enter the body, multiply, and can cause an infection. COVID-19 is an extremely contagious communicable disease that can lead to severe illness and death. No precautions can eliminate the risk of exposure to COVID-19, and the risk of exposure applies to everyone. According to the Centers for Disease Control and Prevention ("CDC"), older adults (people 65 years and older) and people of any age who have underlying medical conditions might be at higher risk for severe illness and death from COVID-19. I acknowledge that the risk of exposure to COVID-19 and any other communicable or infectious disease includes the risk that I will expose others that I later encounter, even if I am not experiencing or displaying any symptoms of illness myself. By visiting and/or participating in transportation, and activities on a LoveServes mission trip, I agree to voluntarily assume any and all risks in any way related to exposure to COVID-19 and any other communicable or infectious disease, including illness, injury, or death of myself or others, and including without limitation, all risks based on the sole, joint, active or passive negligence of any of the Released Parties, named below. I acknowledge that my visit and participation are entirely voluntary.

Waiver: On my own behalf and on behalf of my heirs, executors, personal representatives, administrators, and assigns, I AGREE TO FOREVER WAIVE, COVENANT NOT TO SUE, RELEASE, AND FULLY DISCHARGE the Released Parties, named below, from any and all liability, claims, causes of action, damages, costs, or expenses of every kind, including all claims and causes of action based

_____ Initials

on the sole, joint, active, passive, simple, comparative or gross negligence of any of the Released Parties, arising out of or in any way relating to exposure to COVID-19 and any other communicable or infectious disease during my visit to and/or participation in transportation and activities on the LoveServes mission trip. This waiver of liability and the assumption of risk set forth above is intended to be as broad and inclusive as is permitted by law.

Released Parties: The Released Parties are: LoveServes International, AAVI Inc. and their respective parents, subsidiary, and other affiliated or related companies, and all officers, directors, employees, shareholders, members, agents, contractors, sub-contractors, representatives, successors, assigns, insurers, and volunteers of each of the foregoing entities.

II. Binding Arbitration: The parties in this agreement are Christians and believe that the Bible commands them to make every effort to live at peace and to resolve disputes with each other in private or within the Christian church (see Matthew 18:15-20, I Corinthians 6:1-8). Therefore: the parties agree that any claim or dispute arising from or related to this agreement shall be settled by biblically based mediation and, if necessary, legally binding arbitration in accordance with the Rules of Procedure for Christian Conciliation of the Institute for Christian Conciliation (complete text of the Rules is available at www.iccpeace.com/rules or by contacting ICC PEACE at info@iccpeace.com or calling 844-707-3223). Judgement upon an arbitration decision may be entered in any court otherwise having jurisdiction. The parties understand that these methods shall be the sole remedy for any controversy or claim arising out of this agreement and expressly waive their right to file a lawsuit in any civil court against one another for such disputes, except to endorse an arbitration decision.

Governing Law: These terms and conditions, including the COVID-19 and Other Communicable/Infectious Disease Provision, shall be governed by the laws of the State of Florida.

I have read and agree to the waiver and conciliation clause, including the COVID-19 liability waiver.

Signature of Participant

Date

Printed Name of Participant

Printed Name(s) of Minor Child(ren)

Signature of Parent/Legal Guardian for Child(ren) listed above

Date

Printed Name of Parent/Legal Guardian for Child(ren) listed above