

**THE D.O.V.E. FUND VIETNAM TRIP
GENERAL RELEASE, WAIVER, ASSUMPTION OF RISK,
AND HOLD HARMLESS AGREEMENT**

PLEASE READ THIS GENERAL RELEASE, WAIVER, ASSUMPTION OF RISK, AND HOLD HARMLESS (“AGREEMENT”) CAREFULLY BEFORE YOU SIGN IT. THIS IS A LEGAL DOCUMENT, WHICH AFFECTS YOUR LEGAL RIGHTS.

***IF YOU HAVE ANY QUESTIONS ABOUT THIS AGREEMENT,
PLEASE CONSULT AN ATTORNEY BEFORE YOU SIGN.***

1. **Assumption of the Risk.** I, _____, acknowledge that I have signed on to participate in The D.O.V.E. Fund’s trip to Vietnam from December 27th, 2022 to January 17th, 2023. I am aware and acknowledge that this trip is to a Third World Country and may subject me to a number of risks and dangers. I understand and acknowledge that activities during said trip may involve hazardous or dangerous activities particularly in terms of local travel, and that my participation may subject me to the risk of injury, illness or death. I understand and acknowledge that I may be subject to a number of additional risks and dangers including, without limitation, the risks and dangers involved in the transportation to and in Vietnam, the risk and danger that adequate medical facilities may not be available should I require medical attention, and the risks and dangers of residing in and being subject to the laws of a foreign country. I understand that the conditions which presently exist in Vietnam, specifically, but not limited to, are unsanitary health conditions including the risk of hepatitis, malaria, cholera, polio, Covid, and other diseases. I voluntarily agree to assume all of the above risks, and all other risks, known and unknown, seen or foreseen, associated with my participation in this trip and its associated activities.

2. **General Release.** As consideration for being permitted by The D.O.V.E. Fund to participate in its work, I hereby release and forever discharge The D.O.V.E. Fund, its directors, officers, agents, employees, representatives, volunteers, attorneys, assigns, and affiliates, from any and all claims and demands of whatever kind or nature, whether known, or unknown, seen or unforeseen, that arise out of or are connected in any way whatsoever with my voluntary participation in any and all of the activities of The D.O.V.E. Fund.

3. **Hold Harmless Agreement.** I, for myself and on behalf of my heirs, executors, administrators, assigns, personal representatives and next of kin, hereby release and hold harmless The D.O.V.E. Fund, its directors, officers, agents, employees, representatives, volunteers, attorneys, assigns, and affiliates, from any and all losses, claims, actions, or proceedings of every kind and character which may be presented or initiated to recover money, property, or damages for any injuries to persons, or injurious results, or any damages to property suffered during any activity associated with The D.O.V.E Fund’s sponsored trip to Vietnam.

4. **Release Medical Treatment.** As further consideration for being permitted by The D.O.V.E. Fund to participate in this trip, I hereby release and forever discharge The D.O.V.E. Fund, its directors, officers, agents, employees, representatives, volunteers, attorneys, assigns, and affiliates, from any and all claims and demands of whatever kind or nature, whether known, or unknown, seen or unforeseen, that arise out of or are connected in any way whatsoever with any first aid, medical treatment or service rendered me during my participation in or in any way related to any and all of the activities of the D.O.V.E. Fund.

5. **Binding Effect.** I understand and acknowledge that this agreement is a binding legal document that affects my legal rights and remedies. I further understand and acknowledge that this Agreement binds not only me but also my spouse, children, heirs, representatives, distributes, guardians, and assigns.

6. **Scope.** I understand and agree that this Agreement is intended to be interpreted and construed as broadly and inclusively as permitted under the laws of the State of Ohio.

7. **Entire Agreement/Amendment Only by Writing.** I understand and agree that this Agreement constitutes the entire agreement between me and The D.O.V.E. Fund concerning my participation in this trip and supersedes all negotiations and statements made prior to contemporaneous with the execution of this Agreement. I further understand and agree that this Agreement may only be modified or amended by a writing signed both by me and by an authorized representative of The D.O.V.E. Fund and that this Agreement may not be orally amended.

8. **Governing Law/Forum.** I understand and agree that this agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. I hereby further agree that any litigation, administrative proceeding or arbitration concerning this Agreement or my participation in this D.O.V.E. Fund sponsored trip be brought and conducted in the Common Pleas Court of Lucas County in the State of Ohio. I agree to be subject to personal jurisdiction and venue in the State of Ohio, County of Lucas, and hereby waive any right I may have to commence any litigation, administrative action or arbitration relating to this Agreement or my participation in this D.O.V.E. Fund sponsored trip in any forum other than the Common Pleas Court of the State of Ohio in and for the County of Lucas.

9. **Invalidity of Any Clause.** I understand and agree that in the event any clause, sentence or provision of this Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, sentence or provision shall not affect the validity or unenforceability of the remaining provisions.

10. **Terms Contractual.** I understand and agree that the terms of the Agreement are contractual, and are conditions precedent to my participation in the D.O.V.E. Fund sponsored trip to Vietnam and are not mere recitals.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS AND BINDING EFFECT. I ACKNOWLEDGE THAT I HAVE HAD THE OPPORTUNITY TO HAVE THIS AGREEMENT REVIEWED BY AN ATTORNEY PRIOR TO THE TIME I SIGNED IT. I UNDERSTAND THAT THIS AGREEMENT IS A LEGAL CONTRACT BETWEEN ME AND THE D.O.V.E. FUND THAT AFFECTS MY LEGAL RIGHTS. I REPRESENT THAT I AM SIGNING THIS AGREEMENT KNOWINGLY, VOLUNTARILY AND OF MY OWN FREE WILL.

Participant's Signature

Date (Month, Day, Year)

If participant is 18 or under, the parents or guardian must also sign below.

Parent or Guardian Signature

Date (Month, Day, Year)

Print or Type Information Below:

Participant's Name

Date of Birth (Month, Day, Year)

Address

City, State, Zip

Participant's Phone Number

Participant's e-Mail Address

Passport Number

Passport Expiration Date (Month, Day, Year)

Emergency Contact Person

Emergency Contact Phone Number

Relationship

Emergency Contact e-Mail Address