Hold Harmless, Release, and Indemnification Agreement

This hold harmless, release, and indemnification agreement ("Agreement") is made effective as of the date of the last signature below, by and between the student named below ("Student"), the undersigned parent or legal guardian of Student, signing individually and on behalf of Student ("Parent/Guardian"), and Allen County Right To Life Committee Inc., doing business as Right to Life of Northeast Indiana, and Three Rivers Right to Life Educational Trust Fund, Inc., doing business as Right to Life of Northeast Indiana Educational Trust Fund, and each of their respective officers, directors, employees, staff, volunteers, chaperones, and agents (collectively, the "Organization").

Whereas, Student and Parent/Guardian desire for Student to participate in the Life Defenders trip to Washington, D.C. for the National March for Life, including all related transportation, lodging, meals, events, free time, and activities (the "Trip"), and, as a condition of Student's participation, agree to assume the risks of the Trip and to release, hold harmless, and indemnify the Organization as set forth in this Agreement.

In consideration of the Organization permitting Student to participate in the Trip, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Student, Parent/Guardian, and the Organization agree as follows:

TERMS

1. Hold Harmless

A. *Student's acts, omissions, negligence, or willful misconduct*: Student and Parent/Guardian shall fully defend, indemnify, and hold harmless the Organization from any and all claims, lawsuits, demands, causes of action, liability, loss, damage and/or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury, and/or wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of, in any way whatsoever, any acts, omissions, negligence, or willful misconduct on the part of Student. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and any reimbursements to the Organization for all legal fees, expenses, and costs incurred by it.

B. *Chaperones' and volunteers' acts, omissions, negligence, or willful misconduct*: Student and Parent/Guardian shall fully defend, indemnify, and hold harmless the Organization from any and all claims, lawsuits, demands, causes of action, liability, loss, damage and/or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury, and/or wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or

local governmental body or agency, arising out of, in any way whatsoever, any acts, omissions, negligence, or willful misconduct on the part of any of the staff, chaperones, or volunteers associated with the Organization during the Trip, expressly including claims caused in whole or in part by the negligence of the Organization or its staff, chaperones, or volunteers. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and any reimbursements to the Organization for all legal fees, expenses, and costs incurred by it.

C. *The Organization acting in good faith in medical matters*: Student and Parent/Guardian shall fully defend, indemnify, and hold harmless the Organization from any and all claims, lawsuits, demands, causes of action, liability, loss, damage and/or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury, and/or wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of, in any way whatsoever, medical decisions or treatment authorizations made in good faith by the staff, chaperones, or volunteers associated with the Organization on behalf of Student, including decisions made in emergency circumstances. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and any reimbursements to the Organization for all legal fees, expenses, and costs incurred by it.

2. Assumption of Risk

Student and Parent/Guardian acknowledge that participation in the Trip involves inherent risks that cannot be eliminated, including without limitation risks arising from travel by motor vehicle or other transportation; walking and gathering in large public crowds and demonstrations; illness or injury; adverse weather; the criminal acts or other conduct of third parties; and delayed access to medical care. Student and Parent/Guardian represent that Student is physically and emotionally able to participate in the Trip, and they knowingly and voluntarily accept and assume all risks of the Trip, whether or not described above, both known and unknown, INCLUDING RISKS ARISING FROM THE NEGLIGENCE OF THE ORGANIZATION.

3. Release and Covenant Not to Sue

To the fullest extent permitted by law, Student and Parent/Guardian, individually and on behalf of Student and their respective heirs, personal representatives, and assigns, hereby release, waive, discharge, and covenant not to sue the Organization from and for any and all claims, demands, causes of action, damages, or losses of any kind arising out of or in any way related to the Trip or Student's participation in the Trip, including any claim for wrongful death or any

claim that survives the death of Student or Parent/Guardian and may be asserted by or for the estate, heirs, next of kin, or personal representative of either of them, INCLUDING CLAIMS ARISING OUT OF OR CAUSED BY THE NEGLIGENCE OF THE ORGANIZATION. This release does not extend to acts of willful or wanton misconduct.

4. Medical Authorization and Expenses

Parent/Guardian (or Student, if Student is eighteen (18) years of age or older) authorizes the Organization and its staff and chaperones to obtain and consent to emergency medical, dental, or hospital care for Student when Parent/Guardian cannot reasonably be reached, and to administer or permit the administration of first aid. Parent/Guardian shall be solely responsible for all costs of medical care and related transportation provided to Student, and acknowledges that the Organization does not provide, and has no obligation to provide, medical or travel insurance for Student.

5. Student Conduct; Removal

Student agrees to follow the Organization's rules and the reasonable directions of its staff and chaperones for the duration of the Trip. The Organization may, in its sole discretion, dismiss Student from the Trip for misconduct or for the safety of Student or others; in that event, Parent/Guardian shall be responsible for all costs of Student's early return, and no portion of any Trip fee shall be refundable.

6. Photo, Video, and Media Release

Student and Parent/Guardian, individually and on behalf of Student, irrevocably grant the Organization, its affiliated entities, and their successors, assigns, and licensees the right to photograph, film, and record Student, including Student's name, image, likeness, voice, and statements, during the Trip and at related events, and to use, reproduce, edit, publish, distribute, display, and perform those photographs, recordings, and materials, in whole or in part, alone or with other material, in any medium now known or later developed, for the Organization's educational, promotional, fundraising, and other purposes, worldwide and in perpetuity, without further notice, approval, or compensation. The Organization owns all photographs, recordings, and materials it creates during the Trip and has no obligation to use any of them. Student and Parent/Guardian waive any right to inspect or approve any such use, and release the Organization from any claim arising out of a use permitted by this Section, including any claim for invasion of privacy or violation of any right of publicity, and any claim based on the editing, alteration, or context of the photographs or recordings. This Section is the written consent required by Indiana law for the Organization's use of Student's name, image, likeness, and voice, including for fundraising. The Organization is not responsible for photographs or recordings made by third parties, including news media and other participants.

7. Authority to Enter Agreement
Parent/Guardian represents and warrants that he or she is the parent or legal guardian of Student and has the legal power, right, and authority to enter into this Agreement on Student's behalf and on his or her own behalf, and each party warrants that the individuals who have signed this Agreement have the actual legal power, right, and authority to make this Agreement and bind each respective party. Because Student is a minor, Parent/Guardian's obligations under this Agreement, including the release and the indemnities above, are made both individually and on behalf of Student. If Student is eighteen (18) years of age or older, Student enters into this Agreement on Student's own behalf, each representation, assumption of risk, release, indemnity, and authorization made by Parent/Guardian in this Agreement is made by Student individually, and the signature of a Parent/Guardian is not required.

8. Amendment
This agreement may be modified, amended, or supplemented only if the changes are made in writing and signed by all parties.

9. Waiver
The failure of either party to enforce any provision of this agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this agreement.

10. Attorneys' Fees
If the Organization brings or defends any legal suit, action, or proceeding, including arbitration, to enforce or interpret any provision of this Agreement, or incurs attorneys' fees or costs in connection with any claim within the scope of the release or indemnities above, Student and Parent/Guardian shall reimburse the Organization for its reasonable attorneys' fees and all related costs as incurred, due within thirty (30) days of receipt of an invoice for same.

11. Entire Agreement
This agreement contains the entire agreement between the parties related to the matters specified herein and supersedes any prior oral or written statements or agreements between the parties relating to such matters.

12. Severability
If any provision of this agreement is held to be invalid, illegal, or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid, illegal, or unenforceable, but that by limiting such provision, it will become valid, legal, and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

13. Governing Law; Venue
This Agreement shall be governed by the laws of the State of Indiana, without regard to its conflict-of-laws principles. Exclusive venue for any action arising out of or relating to this

Agreement or the Trip shall lie in the state or federal courts located in Allen County, Indiana, and each party consents to personal jurisdiction and venue in those courts.

14. Signatures

This Agreement must be signed by Parent/Guardian, individually and on behalf of Student, and by Student, and is effective as of the date of the last signature below. If Student is eighteen (18) years of age or older, Student signs on Student's own behalf and the signature of a Parent/Guardian is not required. The signature of one parent or legal guardian binds that signer individually and Student to the fullest extent permitted by law.

Student Name (print): _____

Student Signature: _____ Date: _____

Parent/Guardian Name **(if student is under 18)** (print): _____

Parent/Guardian Signature (individually and on behalf of Student, **if under 18**):

_____ Date: _____