



FOREIGN TRAVEL RELEASE (abstract)

In consideration of being permitted and authorized by JOURNEYS OF THE HEART ("JOH") to participate in any manner in travel to a foreign country with or through JOH in association with a JOH adoption program, and to participate in any organizational activities incidental to such travel, the undersigned acknowledges and agrees to the following provisions of this release.

1. JOH is hereby released and held harmless from any and all liability, claims, or demands for damages which the undersigned presently has or may have in the future, arising out of any personal injury, emotional distress, bodily injury, sickness, death, loss of property, property damage, or any other loss, costs or expenses incurred by the undersigned.
2. This release extends to all travel by the undersigned to and within any foreign country, including any and all connections, stopovers, transfers, and domestic portions of such travel.
3. This release extends to and includes all directors, officers, domestic and international employees, agents, principals, contractors, representatives, successors, assignees, sponsors, volunteers, associates, affiliates, attorneys, and insurers of JOH; to all other persons and entities subject to liability derived from the conduct of JOH.
4. This release is binding upon the family, estate, heirs, representatives, successors, assigns, officers, agents, and employees of the undersigned.
5. The undersigned acknowledges and is aware that: (a) All travel, whether in the U.S. or a foreign country, involves risks of crime and accident. (b) Foreign travel as described in this release may involve additional risks and hardships, foreseen and unforeseen, including, but not limited to risks of exposure to illness or disease, unsanitary or unsafe food and water, inadequate or non-existent medical and dental services, and political instability. (c) Foreign travel is entirely voluntary.

6. The undersigned agrees that the presence or participation of a JOH employee, agent, associate, facilitator, guide, or travel escort during any portion of foreign travel does not in any way constitute a guarantee, promise, or assumption of responsibility on the part of JOH for the undersigned's health or safety.
7. The undersigned has had a recent medical examination, or otherwise has good reason to believe that he or she is physically fit and capable to participate in foreign travel, and assumes the responsibility of fitness and capability to do so.
8. The undersigned consents to medical and dental treatment by JOH, or by such others as JOH may designate, if the undersigned is in need of such treatment and is unable to consent to such treatment due to physical, mental or other incapacity while participating in foreign travel as described in this release.
9. The undersigned understands that JOH provides no medical or dental insurance coverage for the undersigned's foreign travel, and that the undersigned is solely responsible for arranging and paying for any such insurance coverage.
10. The undersigned further agrees to indemnify and hold harmless JOH and all persons or entities described in paragraph 3, above, from any loss, liability, damage, expense, or cost JOH, such persons or entities, might incur as the result of the undersigned's foreign travel as described in this release.
11. The undersigned expressly agrees that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of Oregon.
12. The undersigned has been informed that, from time to time, the U.S. State Department may issue a travel advisory or travel warning regarding travel to a specific foreign country. The undersigned understands that a U.S. State Department travel advisory or travel warning indicates an increased risk of danger in traveling to and within the named foreign country.

JOH strongly recommends that the undersigned not travel to a foreign country for which a U.S. State Department travel advisory or travel warning is in force, and that the undersigned consider either (a) postponing the trip until the travel warning or travel advisory has been lifted, or (b) choosing to adopt a child from another country. This release, waiver, and indemnity agreement applies to any and all foreign travel as described in this release, regardless of the existence of any U.S. State Department travel advisory or warning.

signatures

ABSTRACT