

**RELEASE OF ALL CLAIMS
AND
COVENANT NOT TO SUE**

Please read this document carefully before signing. This Agreement affects important legal rights. You should consult an attorney if you have any questions about the terms of this Agreement.

As used in this Agreement, "Releasors" means the undersigned and his or her heirs, personal representatives, administrators, executors, successors and assigns. "Releasees" means the Haitian Ministries for the Diocese of Norwich, Inc., the Norwich Roman Catholic Diocesan Corporation, as well as any interested parish corporation (all Connecticut corporations), their predecessors, successors, assigns, parents, subsidiaries, affiliates, related companies, and past, present and future directors, officers, employees, officials, servants, agents and volunteers and their heirs, personal representatives, administrators, executors, successors and assigns.

The Releasors and Releasees understand, intend and agree as follows:

- (1) Haiti is one of the least developed and least stable countries in the Western Hemisphere. There are inherent risks and real danger involved in traveling to, from and within Haiti, as well as in observing, undertaking, or participating in activities in Haiti. The risks include, without limitation, exposure to the following:

random violence; violent crimes (e.g., death threats, murder, attempted murder, rape, assault, kidnapping, car jacking, armed robbery, theft, home invasions, looting, etc.); detention, torture, false imprisonment, exposure to political and social unrest or upheaval; natural disasters; acts of God; acts of war and / or other acts of aggression; accidents; accidental death or dismemberment.

There are health risks involved as well. These risks include, but are not limited to, the contraction of diseases such as malaria, hepatitis, AIDS, tuberculosis, and anthrax, as well as other illnesses associated with lack of proper sanitation facilities.

The above constitute just, but a few of the risks associated with traveling or working in Haiti. Any of these may result in permanent, long or short-term personal injuries (including permanent, long or short-term injury to one's body, mind, emotions and / or health), economic losses, and / or property damage.
- (2) In consideration of the opportunity afforded to the undersigned by the Releasees to travel to Haiti, and / or receive transportation provided by or through the Releasees, and / or receive board, lodging or living quarters provided by or through the Releasees at the mission house or at other facilities in Haiti or elsewhere, the Releasors knowingly and voluntarily agree to release, hold harmless, defend, and indemnify the Releasees, of and from any and all manner of liability, claims, actions, causes of action, suits, damages, judgments, executions, claims for economic loss, property damage, personal injury (including injury to one's body, mind or emotions), or wrongful death, and any demands

whatsoever, in law, admiralty, or in equity, including but not limited to, any matter, cause or thing that may arise out of, result from, or is related to traveling to, from or within Haiti, as well as in observing, undertaking, or participating in any activities in Haiti, any operations of the Releasees (including, but not limited to, the condition, quality, and / or consequences of any board, lodging, or living quarters provided by the Releasees at the mission house or at any other location), or exposure to the risks delineated in Paragraph (1) above, or while on any property owned, possessed or controlled by the Releasees or in connection with the operations or activities of the Releasees, even if caused by the negligence of the Releasees.

- (3) The Releasors knowingly and voluntarily covenant that the Releasors will not sue the Releasees on account of any economic loss, property damage, personal injury (including injury to one's body, mind or emotions), or wrongful death, including, but not limited to any matter, cause, or thing that may arise out of, result from, or be related to any of the circumstances described in Paragraph (1), even if caused by the negligence of the Releasees.
- (4) If for any reason any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected by such determination and shall remain in full force and effect.
- (5) This Agreement shall be construed, interpreted, and / or enforced under the laws of the State of Connecticut, without regard to its conflict of laws rules. The Releasors consent to the exclusive jurisdiction of the Connecticut courts over any litigation or proceeding to enforce, construe or interpret the terms of this Agreement and submit to the subject matter and personal jurisdiction of Connecticut courts. Any conflict of law questions shall be resolved in favor of applying the laws of the State of Connecticut in construing, interpreting, and / or enforcing this Agreement.
- (6) By signing below, I intend to bind all the Releasors to this Agreement and attest that:
 - I have read carefully and understand the terms of this Agreement
 - I have accessed and read any travel warnings or information posted regarding travel to Haiti by the U.S. State Department at www.state.gov and will continue to receive up to date information from that site until the time of my departure for Haiti
 - I am at least eighteen (18) years old
 - I am not under the influence of any drugs or medications which may affect my mental capacities
 - I am not visually impaired
 - I have not been unduly influenced by anyone
 - I am not relying upon any representations made by the Releasees in signing this Agreement
 - I am not emotionally distressed

- I have been advised and encouraged to take this Release home and to reflect upon its contents for at least three (3) days prior to its execution
- I UNDERSTAND THAT I HAVE THE RIGHT TO CONSULT AN ATTORNEY IF I HAVE ANY QUESTIONS ABOUT ANY OF THE TERMS OF THIS AGREEMENT.

Signature: _____ Date: _____

Print Name: _____ (please initial all pages)

State of _____ }

County of _____ } ss. _____

On this the ___ day of _____, 20__, before me, the undersigned authority, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the foregoing instrument for the purposes therein contained as and for his/her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

Notary Public / Commissioner of the Superior Court

My commission expires: _____