

## **ASSUMPTION OF RISK, WAIVER, AND RELEASE AGREEMENT**

In consideration of THE TIMOTHY INITIATIVE, INC. (“TTI”) permitting me to attend and participate in a certain trip (the “Trip”) to Nairobi, Kenya (the “Location”) from approximately July 6, 2022 (the “Start Date”) to approximately July 14, 2022 (the “End Date”), the dates of which may be adjusted by agreement of the Parties, on behalf of myself, my heirs, and my personal representatives (collectively, “I,” “me,” “my,” or “myself”), I hereby agree to the following Assumption of Risk, Waiver, and Release Agreement (the “Agreement”). I and TTI may be collectively referenced as the “Parties.”

### **Representations and Acknowledgements:**

I accept and agree that (i) there are risks associated with the travel to and from the Location; (ii) the Location may maintain certain viruses, bacteria, and diseases (collectively, the “Diseases”) against which I am not immune or vaccinated, or against which, if contracted, may cause me serious harm or injury; (iii) the Diseases may be unique to the Location and not readily identifiable or determinable by the Parties at the time of this Agreement; (iv) the government, state, tribe, or any other political party controlling or governing the Location (collectively, a “Political Entity”) may not be stable, and as a result, the Location may experience political instability, social unrest, or any other similar dangers which may cause me harm or injury; (v) I may experience sickness, illness, or poor health during the Trip, which may require hospitalization, medicine, pharmaceuticals, or other medical treatment, and which may require emergency treatment in the Location or may require emergency medical extraction to the United States of America or another location; (vi) as of the date of this Agreement, or I will prior to the Start Date, disclose to TTI in writing any medical condition, ailment, allergy, predisposition, drug prescription, or any other medical event or fact that is or may be relevant to me or any medical treatment which I may receive during the Trip; (vii) my participation in the Trip is not covered by any insurance policy held by TTI, and in the event I desire insurance coverage relating to the Trip, I am required to obtain such insurance coverage at my sole cost and expense.

Furthermore, I accept and agree that (i) I have been made aware of the global pandemic of COVID-19, the proper precautions to take, the proper hygiene methods, and the risks associated with COVID-19; (ii) I have been made aware of the fact that social distancing is a necessary cautionary step in the prevention and treatment of COVID-19; (iii) I have been given the opportunity to engage in social distancing in connection to my involvement in the Trip and/or to remain at home; (iv) if I feel sick or unwell at any time during the Trip, I will immediately provide written notice to TTI and immediately remove myself to a location during the Trip that does not harm or injure any person or party; (v) prior to the execution of this Agreement, I have conducted reasonable diligence as to whether I may have tested positive for COVID-19, and based upon my reasonable diligence, I do not demonstrate symptoms of COVID-19 as of the date I execute this Agreement; (vi) as of the date of this Agreement, I am in satisfactory health and able to physically participate fully in the Trip without harm or injury to myself or others; (vii) by participating in the Trip, I am at a great risk of contracting COVID-19; and (viii) I agree to uphold and be bound under any law or regulation relating to COVID-19 which a Political Entity may apply or subject me to during the Trip, including quarantining, vaccinations, masking, and other mandates.

Furthermore, I understand and agree that TTI maintains discretion in weighing and assessing the risks associated with COVID-19 relating to the Trip, and therefore, my participation, involvement, or connection to the Trip. As a precondition to attending the Trip, I understand and agree to comply with all applicable restrictions as set forth by TTI, including face coverings (except upon a medical waiver), social distancing, and other safety precautions. I further recognize and agree that I shall not be entitled to a refund or credit of any monies as a result of my being suspended, removed, or terminated from the Trip due to TTI’s concerns relating to me, COVID-19, or any other matter reflected under this Representations and Acknowledgements section.

### **Waiver, Release, and Assumption of Risk:**

I hereby waive and release TTI and its directors, officers, employees, contractors, attorneys, volunteers, and agents (collectively, “TTI Parties”) from and against all liability, obligations, damages, judgments, penalties, claims, costs,

charges, and expenses, including, without limitation, reasonable attorneys' fees (collectively, "Claims"), in regard to my participation or connection to the Trip. I agree that the aforementioned waiver and release includes releasing TTI Parties from any Claims associated with those causes or occasions reflected under the Representations and Acknowledgments section.

I agree to freely and knowingly assume all risk of injury to property or self or death in regard to my participation, in any fashion, directly or indirectly, in the Trip, from any cause whatsoever, including those causes or occasions reflected under the Representations and Acknowledgments section.

**Indemnification:**

I agree to indemnify, defend, and hold harmless TTI Parties from and against any and all Claims that may arise, directly or indirectly, in connection with (i) my breach or violation of any provision contained within this Agreement, including any provision under the Representations and Acknowledgments section; (ii) my having communicated, whether in reality, alleged, or otherwise, and whether knowingly or negligently, COVID-19 to any other individual or party at or relating to the Trip.

**Medical Release, Power of Attorney, and Release of Information:**

I hereby authorize TTI Parties, as agent for me and as my power-of-attorney, to permit the rendering of reasonable treatment, hospital care, and x-ray examination, including medical, dental, and surgical diagnosis, in regard to me. I agree to indemnify and hold harmless TTI Parties from and against any and all Claims that may arise, directly or indirectly, as a result of such care and treatment. I understand and agree that such indemnification requires that I remain responsible for any medical bills that may be payable and agree to promptly reimburse TTI Parties for any expenses related to and in connection with such treatment. The aforementioned power of attorney and delegation of authority shall terminate thirty (30) days after the End Date, or my actual arrival in the United States of America, whichever is later.

In the event I suffer an injury, condition, or event during my participation in the Trip, I authorize TTI Parties to contact my Emergency Contact Person and to disclose to my Emergency Contact Person the nature and details of my injury or condition.

**Photography/Video Release:**

I hereby grant TTI the right and permission to use my likeness in a photograph, video, broadcast, publication, or copyright and use pictures of me in which I may be included in whole or in part, composite or retouched in character or form, without payment or any other consideration. I hereby irrevocably authorize TTI to edit, alter, copy, exhibit, publish, or distribute photographs and videos of me for informational, educational, promotional, or publicity purposes regarding TTI and its services. In addition, I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my likeness appears. I understand and agree that these photographs and videos will become the property of TTI and will not be returned. I also understand such photographs and videos may be used without any further consent or authorization from me.

**Miscellaneous:**

Interpretation. I agree that the provisions under this Agreement, including those relating to the waiver, release, assumption of risk, and indemnity, are intended to be construed as broadly and inclusively as permitted under law. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, then such unenforceable provision shall be deemed modified so as to be enforceable (or if not subject to modification, then eliminated herefrom) for the purpose of those procedures to the extent necessary to permit the remaining provisions to be enforced. Amendments and Waivers. The provision of this Agreement may be amended or waived only with the prior written consent of the Parties, and no course of conduct or course of dealing or failure or delay by any party in enforcing or exercising any of the provisions of this Agreement will affect the validity, binding effect, or enforceability of this Agreement or be deemed to be an implied waiver of any provision of this Agreement. Assignment; Binding Effect. I shall

not assign this Agreement, nor any of the rights, interests, or obligations under this Agreement, in whole or in part, by operation of law or otherwise, without the prior written consent of TTI, which TTI may withhold in its absolute discretion, and any such assignment without such prior written consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, personal representatives, successors, and permitted assigns. Christian Dispute Resolution Policy. I hereby agree to sign, agree to, and be bound under the Christian Dispute Resolution Policy (attached and fully incorporated herein). Electronic Signature. Any signature (including any electronic symbol or process attached to, or associated with, this Agreement intended to sign, authenticate, or accept the Agreement) shall have the same legal validity and enforceability as a manually executed signature, and the Parties waive any argument to the contrary. Entire Agreement. This Agreement, including the exhibits hereto, constitutes the entire agreement of the Parties and supersedes and replaces all oral negotiations and prior writings with respect to the subject matter hereof.

By signing with electronic signature, I acknowledge that I had the opportunity to consult with legal and financial counsel regarding the rights and obligations arising out of this Agreement, that I read and understand this Agreement, and that I enter into the Agreement willingly. I consent to using an electronic signature to sign and deliver this Agreement and to be legally bound as if I executed this Agreement with a handwritten signature.

## **CHRISTIAN DISPUTE RESOLUTION POLICY**

1. Christian Mediation/Arbitration. TO THE FULLEST EXTENT PERMITTED BY LAW, THE PARTIES HERETO AGREE THAT ANY CLAIM OR DISPUTE ARISING FROM OR RELATED TO THIS AGREEMENT SHALL BE SETTLED BY 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). UNLESS THE PARTIES AGREE OTHERWISE, THE ARBITRATION PANEL SHALL CONSIST OF ONLY ONE ARBITRATOR. TO THE FULLEST EXTENT PERMITTED BY LAW, 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 ENFORCE AN ARBITRATION DECISION. I UNDERSTAND AND AGREE THAT I HEREBY WAIVE MY RIGHT TO A JURY. JUDGEMENT UPON AN ARBITRATION AWARD MAY BE ENTERED BY ANY COURT HAVING COMPETENT JURISDICTION, IN CONFORMITY WITH THE LAWS OF THE STATE OF NORTH CAROLINA. EACH PARTY WILL PAY ITS PART OF THE MEDIATION/ARBITRATION AND ATTORNEY FEES, BUT SUCH ATTORNEY'S FEES MAY BE RECOVERED AS PART OF THE MEDIATION AGREEMENT OR ARBITRATION DECISION PER THE TERMS OF THIS CHRISTIAN DISPUTE RESOLUTION POLICY. This Section 1 of the Christian Dispute Resolution may be modified per the terms below to account for my residency.

2. Governing Law and Venue. TO THE FULLEST EXTENT PERMITTED BY LAW, AS PART OF MEDIATION, ARBITRATION, OR ANY OTHER LEGAL PROCEEDING, THE VALIDITY, INTERPRETATION, CONSTRUCTION, AND PERFORMANCE OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NORTH CAROLINA, WITHOUT GIVING EFFECT TO ITS PRINCIPLES OF CONFLICT OF LAWS. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES TO THIS AGREEMENT CONSENTS AND AGREES THAT ANY ACTION TO ENFORCE THIS AGREEMENT OR ANY DISPUTE, WHETHER SUCH DISPUTE ARISES IN LAW OR EQUITY, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN WAKE COUNTY, NORTH CAROLINA, AND EACH PARTY VOLUNTARILY SUBMITS TO THE PERSONAL JURISDICTION OF THE STATE OF NORTH CAROLINA. This Section 2 of the Christian Dispute Resolution Policy may be modified per the terms below to account for my residency.

3. Costs and Fees. In the event the TTI finds it necessary to employ legal counsel or to bring an action at law or other proceedings against me to enforce any of the terms, covenants, or conditions of this Agreement, I shall pay to TTI a reasonable sum for attorney's fees. Attorney's fees shall include attorney's fees, and in addition, all other reasonable costs for investigating such action, taking depositions, discovery, travel, and all other necessary costs incurred in such dispute.

By signing with electronic signature, I acknowledge that I had the opportunity to consult with legal and financial counsel regarding the rights and obligations arising out of this Christian Dispute Resolution Policy, that I read and understand it, and that I enter into it willingly. I consent to using an electronic signature to sign and deliver this Agreement and to be legally bound as if I executed this Agreement with a handwritten signature.