

TEAM AGREEMENT

Our vision for global(x) trips is that they will be opportunities for people to pursue spiritual growth and healthy relationships through serving. To accomplish this vision, we ask that you agree to the following:

Spiritual Development

I commit to discipline myself and to put a priority on growing deeper in my walk with Christ during the preparation process and during the trip itself.

Healthy Relationships

- I will make it a priority to attend 80 percent of the team meetings and to be an active participant in all team and project activities.
- I will attend a security and safety briefing.
- I will uphold the standard of behavior my team and I discuss and decide is necessary (e.g., conflict resolution, team correspondence, conduct on the field, etc.).
- I will be sensitive to the culture in my words, actions, and dress.
- I will refrain from any activity or behavior that might be a stumbling block to any team member, our partnership ministry, or the people I am seeking to influence.
- I will refrain from a romantic relationship with another team member or a national throughout the entire trip process.
- I will submit to the authority of the team leader. I realize I may be asked not to go or sent home by the team leader at my own expense if I do not adhere to the team agreement.
- I will develop an attitude of service and flexibility. I commit to serve the team, the team leader, the nationals, and the overseas workers in the field. I will bring a spirit of flexibility to the project, assuming that plans often change.
- I will not give cash or personal gifts of any kind to a national while on my trip. I understand that doing so may create an unhealthy dependency and sense of entitlement. I agree to adhere to this policy no matter the circumstances in order to protect the health of the relationships between my team and the people we are serving, as well as global(x) and our partners.

Initial here: _____

FINANCIAL AGREEMENT

- I will give a **nonrefundable deposit** of \$200 at the first team meeting to solidify my commitment to this trip.
- I understand that I am financially responsible for the full trip cost and agree to raise funds or self-fund as necessary to meet this goal.
- Once airline tickets have been purchased, I am responsible for 100 percent of the ticket price, even if I have to withdraw from the global(x) trip.
- I agree to meet fundraising deadlines as determined by global(x), and I understand that failure to meet one of the deadlines may result in being unable to go on the trip.
- In the event I am unable to participate in the global(x) trip, I understand that **all funds raised are nonrefundable and nontransferable** to a future global(x) trip.
- I understand that any funds raised over the required amount for my trip are nonrefundable and will be used to cover overall trip costs and/or international projects as determined by the global(x) staff.

Initial here: _____

TALENT RELEASE

I, _______ hereby permit global(x) and North Point Ministries Inc. (NPMI) to use any audio, video, written, or pictorial footage of myself taken while on this global(x) trip for future promotions of global(x) and NPMI.

I understand that neither global(x) nor NPMI will use any of this footage for any purposes or organizations outside of marketing for global(x) and NPMI, nor will they sell or release this material to any outside party.

Initial here: _____

SIGNATURE PAGE

I have read and agree to the following: global(x) Code of Conduct, Team Agreement, Financial Agreement, and Talent Release.

Signed: _____Date: _____

Name (please print):

global(x), operated by North Point Ministries, Inc. ("NPMI"), under the supervision of the staff and volunteers of North Point Community Church, Buckhead Church, Browns Bridge Church, Woodstock City Church, Gwinnett Church and/or Decatur City Church, require the completion and acceptance of a medical and liability release prior to participation in a global(x) trip.

Trip Dates:

Country: _____

Participant:

I am over the age of eighteen, and I am fully competent to sign this Release. I have voluntarily chosen to participate in the project of global(x)/NPMI (collectively "global(x)/NPMI"), on the dates provided above and the place indicated above, and the travel and other activities incidental or related thereto (collectively, the "Service Trip"). In consideration of and as a condition to being permitted to participate in the Service Trip, I, on behalf of myself and my representatives, estate, executors, heirs, next of kin, administrators, beneficiaries, insurers, successors and assigns, and anyone else who might now or in the future claim by or through me (collectively, "my <u>Representatives</u>"), hereby agree to be bound by this Release in its entirety.

- Understanding the Risks. I certify that, except as expressly indicated on my Service Trip application, I am in good health and physical condition and I HAVE NO MEDICAL CONDITIONS OR PHYSICAL LIMITS that would prevent my participation in the Service Trip. I UNDERSTAND THAT INTERNATIONAL TRAVEL AND MISSIONS OPPORTUNITIES INVOLVE INHERENT RISKS AND DANGERS, including but not limited to CRIME, CIVIL UNREST, TERRORISM, WAR, SICKNESS, DIFFERING SAFETY STANDARDS OF BUILDINGS, PUBLIC SPACES AND TRANSPORTATION, VARYING QUALITY AND AVAILABILITY OF MEDICAL TREATMENT, and other similar and dissimilar risks that may result in injury or loss to me, INCLUDING, BUT NOT LIMITED TO, ILLNESS, BODILY INJURY, PROPERTY LOSS AND DEATH (hereinafter, "Risks"). I have carefully considered such Risks, and I, ON BEHALF OF MYSELF AND MY REPRESENTATIVES, VOLUNTARILY ACCEPT, ASSUME AND CONSENT TO ALL SUCH RISKS THAT MAY RESULT FROM SUCH PARTICIPATION IN THE SERVICE TRIP.
- Understanding global(x)/NPMI Relationship with Third Parties. I understand that global(x)/ NPMI does not represent or serve as agent for, and cannot control the acts or omissions of, transportation carriers, hotels and other suppliers of goods and/or services in connection with the Service Trip.
- 3. General Release. I, on behalf of myself and my Representatives, hereby IRREVOCABLY, UNCONDITIONALLY, AND FOREVER RELEASE, DISCHARGE, ABSOLVE, AND COVENANT NOT TO SUE GLOBAL(X), NORTH POINT MINISTRIES INC., and churches or other charitable organizations cooperating in the Service Trip, and all of their respective parents, subsidiaries, affiliated entities, successors and assigns (hereinafter, "Released Entities"), and the respective members, directors, officers, trustees, elders, deacons, managers, employees, representatives, agents, and volunteers of the Released Entities (hereinafter, "Released Parties"), from and with respect to any and all INJURIES, LOSSES, DAMAGES, CLAIMS, ACTIONS, RIGHTS, LIABILITIES, CAUSES OF ACTION, DEMANDS, OR OTHERWISE (collectively, "Claims and Liabilities"), and agree that the Released Parties SHALL NOT BE LIABLE FOR SUCH CLAIMS AND LIABILITIES,

ARISING FROM MY PARTICIPATION IN THE SERVICE TRIP, or my request to be permitted to participate in the Service Trip, WHETHER FOR PERSONAL INJURIES, PROPERTY DAMAGE, ILLNESS, DEATH, THE DISCLOSURE OF MEDICAL INFORMATION, OR IN ANY WAY RELATED TO EMERGENCY MEDICAL TREATMENT PROVIDED TO ME, OR IN CONNECTION WITH THE MEDIA LICENSE DESCRIBED BELOW, whether foreseen or unforeseen, present or future, known or unknown, even if caused by, or arising in whole or in part from, the NEGLIGENCE, FAULT, BREACH OF CONTRACT, STRICT LIABILITY, OR OTHER ACT, CONDUCT OR STATUS of any of the Released Parties, except only Claims and Liabilities resulting from the gross negligence or willful or wanton misconduct of a Released Party. Furthermore, I, on behalf of myself and my Representatives, agree to INDEMNIFY, DEFEND, AND HOLD HARMLESS the Released Parties from and against ANY AND ALL CLAIMS AND LIABILITIES released herein. This indemnification INCLUDES ALL COSTS OF DEFENDING SUCH CLAIMS, INCLUDING ATTORNEYS' FEES, COSTS, AND EXPENSES, whether suit is filed or not.

- 4. Media License. I, on behalf of myself and my Representatives, hereby assign and grant to global(x) and NPMI AN IRREVOCABLE, PERPETUAL, ROYALTY-FREE LICENSE TO USE MY PHOTOGRAPH, IMAGE, VOICE, LIKENESS AND ANY IDENTIFIABLE ATTRIBUTES, IN WHOLE OR IN PART, IN ANY MEDIA (the "Images") for development or charitable solicitation, advertising, trade and any other lawful purposes now and in the future that are in fulfillment of global(x)/NPMI's charitable purposes without further notification, inspection or approval and at no cost to the Released Parties and with no compensation to me (provided, however, that neither global(x)/NPMI nor any other Released Party shall be obligated to use the Images in any way), and I further agree that NPMI shall be the exclusive owner of any and all rights, including copyrights in the Images.
- 5. Medical Expenses Understanding. I understand and agree that the Released Parties are not responsible for any medical expenses that I may incur while participating in the Service Trip. I further understand that I am required and solely responsible to carry comprehensive health insurance for the duration of the Service Trip, and further that travel insurance is required for the Service Trip in addition. Any request for reimbursement for medical expenses must be made to my insurers.
- 6. Expenses for Change in Travel Plans; Other Injuries. I understand and agree that I bear the sole responsibility for any travel expenses which I incur: (a) in the event global(x)/NPMI finds it necessary to send me home prior to the scheduled departure date, for behavior that global(x)/NPMI deems inappropriate, immoral, or not in keeping with the Code of Conduct and Team Agreement I have reviewed and must fulfill; or (b) traveling independently before or after the Service Trip. I understand and agree that in the event my participation in the Service Trip is cancelled, the Cancellation Policy as stated in my application shall apply to all funds received as a result of my payments or my fundraising efforts. I further understand and agree that the Released Parties are also not responsible for any injury that I may suffer while traveling independently before or after the Service Trip or during my free time, and that such Claims and Liabilities are part of my release in Paragraph 2, above.
- Release of Personal Information. I, on behalf of myself and my Representatives, give my express, written consent allowing global(x)/NPMI to share my personal information, including, but not limited, to my name, age, address, phone number, photograph, credit card information (if applicable), and passport information ("Personal Information") with

travel service providers (*e.g.*, travel agents and agencies, airlines, hotels, ground transportation, tour operators, attractions, and travel insurance companies ("Travel Providers") for the purposes of reserving and booking travel arrangements and obtaining travel related products and services in connection with the Service Trip. I agree that the Travel Providers may contact me as necessary to obtain additional information in order to facilitate my travel arrangements for the Service Trip. I understand that the use of my Personal Information by Travel Providers is subject to the policies and procedures of such provider and not those of global(x)/NPMI. NPMI's use of Personal Information, however, is subject to the North Point Ministries Privacy Policy, which is located at http://northpointministries.org/privacy/ and is incorporated herein by reference. Furthermore, I authorize the release of Personal Information to the US Department of State, US Embassies and Consulates, or other government agencies as may be required or recommended, in the sole opinion of global(x)/NPMI, NPMI, for travel purposes.

- 8. Release of Medical Information and Permission to Treat. I, on behalf of myself and my Representatives, give my express, written consent allowing global(x)/NPMI to share my Personal Information, as well as any information in its possession regarding any health or medical conditions and any applicable health or travel insurance coverages that I may have, to or for the use of a medical provider in the event that global(x)/NPMI believes it is reasonably necessary for the provision of medical care to me. I further agree that global(x)/NPMI is authorized to request that available, trained medical personnel provide emergency medical care to me if global(x)/NPMI believes it is reasonably necessary, and that the Release expressly applies to such instances.
- 9. Trip Participation Covenant. I have received a copy of the Code of Conduct and Team Agreement and agree that I will be an ambassador for Christ who strives to abide by this Covenant in full. To be clear, global(x)/NPMI cannot and does not wish to control anyone's behavior against his or her wishes. Instead, global(x)/NPMI seeks like-minded individuals who share its religious beliefs and view their conduct as a reflection of their spiritual life. As such, global(x)/NPMI expects that I, as its volunteer, will whole-heartedly endorse these ideals in order to maximize the participants' collective witness for Christ and the work accomplished for the Kingdom of God on the Service Trip.
- 10. Mandatory Arbitration. Consistent with Matthew 18 in the Holy Bible, any claim or dispute between the parties concerning questions of law or fact or both arising out of or relating to this Release, its interpretation or performance, or its alleged breach, which is not disposed of by agreement of the parties, shall be resolved by binding arbitration in Atlanta, Georgia by and under the rules of Peacemaker Ministries (or its successor) except as such rules are modified here. Those rules are currently published at www.peacemaker.net. The parties covenant to keep such questions and arbitration proceedings confidential except as necessary to effectuate and/or enforce arbitration. The parties covenant and agree that they will not sue or otherwise bring actions against each other in any courts, that arbitration is their sole and binding remedy, that they waive their rights to sue or to appeal or to other remedies (except to the extent necessary to enforce the final award or finding), and that if this covenant not to sue and waiver are not legally effective, then such arbitration is a prerequisite to any other remedy. The parties covenant and agree to abide by, perform, accept, and fulfill the final award or finding concerning such questions without recourse to any other court or tribunal, except to the extent necessary to enforce said final award or finding.

11. General Provisions. This Release is binding upon me and my Representatives. This Release contains the complete expression of the agreement between me (on behalf of myself and my Representatives) and the Released Parties with respect to the subject matter hereof, and may be amended only in writing signed by the undersigned and the Released Parties' representative(s), or their successors. It is not intended to release the Released Parties from any claims or liabilities that, as a matter of law, cannot be avoided, waived or released, and no provision hereof should be so interpreted. Section headings and titles are for convenience of reference only and shall not affect, nor be construed to affect, the meaning of any provision of this Release. Time is of the essence as to all matters herein. This Release is governed by the internal laws of Georgia (even if applicable conflict of law rules would provide otherwise). The terms of this Release are severable. This Release shall not be strictly construed against any party.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS AGREEMENT INCLUDES A WAIVER OF LIABILITY AND RELEASE, AN ASSUMPTION OF RISK, AND AN AGREEMENT BY ME TO INDEMNIFY AND HOLD HARMLESS GLOBAL(X), NORTH POINT MINISTRIES, INC. AND THE OTHER RELEASED PARTIES, AND I SIGN IT OF MY OWN FREE WILL.

Printed Name of Participant: _____

Signature of Participant:_____

Date:_____

Physical Address:

(Street Name and Suite/Apt)

(City/State/Zip)

Email Address:_____

2018-2019 NPM, Inc.

HOPE COSTA RICA

THIS IS A LEGALLY BINDING RELEASE, WAIVER OF LIABILITY, AND ASSUMPTION OF RISK AGREEMENT (the "Agreement"). Please read it carefully before signing. By executing this Agreement below, I hereby certify that I am either an applicant or a parent or guardian signing on behalf of my minority-aged child applying for a trip provided by Hope Costa Rica By signing this, I acknowledge and agree to all of the following provisions:

1. **RELEASE FROM LIABILITY:** To the fullest extent permitted by law, I waive any right or cause of action of any kind whatsoever against, and release from any liability whatsoever, Hope Costa Rica, and its officers, directors, employees and agents ("Released Parties") arising from my participation in the trip, excepting only liability that directly arises from the gross negligence or willful misconduct of Hope Costa Rica This waiver and release shall apply to any claim of injury to person or property, including but not limited to any personal injury, death, dismemberment, mental anguish, emotional distress, loss or destruction of personal property, inconvenience or delay or disruption of services, suffered in preparation for, arrival at, during, or in departure from the trip. I further agree to release, indemnify and hold harmless the Released Parties from any and all acts of God, war (whether declared or undeclared), terrorist activities, incidents of politically motivated violence, illness or quarantine, strikes or government restrictions or the acts or omissions of any suppliers or agents over which the Released Parties have no direct or indirect control, including airlines, railways, bus companies, hotels, shipping companies, guides and sub-contracted agents or trip operators. I fully expect and agree that this waiver and release agreement is also binding upon my heirs, personal representatives, executors, successors, and assigns. I VERIFY THAT I UNDERSTAND AND ACCEPT THIS STATEMENT BY INSCRIBING MY INITIALS HERE:

2. CANCELLING THE LAND PORTION OF YOUR TRIP:

a. Refunds: Cancellations processed 60 days prior to departure are fully refundable (does not apply for airfare). Cancellations processed 59-31 days prior to departure result in a loss of 50% of the total program fee. Cancellations made within 30 days of departure will result in a loss of the total program fee. We reserve the right to cancel or modify your trip prior to the start date. If it becomes necessary for us to cancel a trip, your entire down-payment will be refunded to you. If travel plans can be modified rather than canceled due to circumstances beyond our control, we will use our best efforts to provide comparable alternatives with reasonable advance notice given.

b. Replacement Participant Information: Should one participant not be able to travel on the trip, he/she may send a substitute in his/her place up to 7 days prior to the team's departure to Costa Rica. The person in charge must contact Hope Costa Rica with the name of the replacement participant. If the participant cancels but does not send a replacement, the Cancellation and Refund terms in subsection 2(a) above will be used to determine the amount of the deposit that is refundable. 3. **AIRFARE:** If airfare is purchased through Hope Costa Rica we cannot be held responsible for airline routing or schedule changes or

mechanical, weather or capacity related flight delays. I understand that the air carrier's liability for loss of or damage to baggage or property, or for death or injury to person, is limited by their tariffs, or the Warsaw Convention, or both. Travel arrangements involving airline and cruise components are subject to supplemental price increases that may be imposed by the supplier and/or government after you have completed your purchase. You hereby consent to any such price increases and authorize your credit or debit card to be used for them. Airlines and other suppliers have their own contracts covering cancellation penalties and other terms and conditions, and you may be bound by those contracts regardless of whether you receive notice of their terms. Your execution of this Agreement signifies your consent to those terms and conditions. I VERIFY THAT I UNDERSTAND AND ACCEPT THIS STATEMENT BY INSCRIBING MY INITIALS HERE:

4. **SPORTS AND ADVENTURE ACTIVITIES:** I recognize that I may suffer temporary or permanent serious physical injury including, but not limited to sprains, fractures, brain or spinal damage, paralysis or even death while participating in sightseeing and adventure activities, which may include but are not limited to white water rafting, canopy zip line, hot water springs, catamaran, and surfing. To the fullest extent permitted by law, I waive any right or cause of action of any kind whatsoever against, and release from any liability whatsoever, the Released Parties arising from my participation in any sports, sightseeing or adventure activities, excepting only liability that directly arises from the gross negligence or willful misconduct of any of the Released Parties. I VERIFY THAT I UNDERSTAND AND ACCEPT THIS STATEMENT BY INSCRIBING MY INITIALS HERE:

5. **NON-TRIP ACTIVITIES:** I understand and agree that Hope Costa Rica shall not be responsible or liable for me when I am absent from Hope Costa Rica supervised activities or if I choose to do any other activity which is not included in the Hope Costa Rica itinerary.

6. **COMPLIANCE WITH RULES AND REGULATIONS**: As a participant, I agree to abide by all of Hope Costa Rica regulations and the directions and instructions of my group leader, my trip director all Hope Costa Rica personnel during my trip. Failure to do so may result in my immediate termination from the trip. I understand that if I disobey such rules, instructions or directions I waive any right to a refund or any portion of my trip price, and that Hope Costa Rica may then send me home at my own expense.

7. **LEGAL COMPLIANCE:** I agree to abide by all local, provincial and federal laws of the trip destination, including but not limited to those concerning drugs and alcohol. I understand that if I violate such laws, even unintentionally, I waive my right to a refund of any part of the trip price, and Hope Costa Rica may terminate my trip and send me home at my own expense. If I am expelled from a trip for any drug or alcohol related issue, I consent to being sent home at my own expense with no refund of fees. I will attend to and assume full responsibility for any legal issues or problems I encounter with the local, provincial or federal laws of Costa Rica. Hope Costa Rica is not responsible for providing any assistance under such circumstances.

8. **HEALTH AND INSURANCE:** Each participant is encouraged to have a physical checkup and have his or her own health insurance policy as well as travel insurance. Hope Costa Rica is not responsible for illnesses

that may occur while traveling. Since sports, sightseeing and adventure activities can be hazardous, all persons who suffer from any physical impairment, which could hinder them from normal participation, must disclose such impairments or physical limitations in writing. By signing this agreement, I hereby grant permission for emergency first aid to be administered if deemed necessary. If an emergency or health crisis should occur on the trip, Hope Costa Rica shall attempt to obtain medical assistance, if it is available; however, the cost of such medical assistance shall be the responsibility of the participant. Hope Costa Rica strongly recommends that you obtain the following types of insurance, which I understand are commercially available:

Accidental death and disability	Major Medical Trip cancellation	Emergency medical evacuation
Loss of Personal effects	Travel Accident Insurance	

I agree to hold the Released Parties harmless for my failure to obtain insurance coverage and for any cost or claims, which could have been covered by the types of insurance listed above if it had been obtained. To the extent permitted by law and excepting only liability that directly arises from the gross negligence or willful misconduct of any of the Released Parties, I agree to indemnify and hold the Released Parties harmless if any claim is brought resulting from or related to medical care or assistance provided to me or not provided to me. I VERIFY THAT I UNDERSTAND AND ACCEPT THIS STATEMENT BY PLACING MY INITIALS HERE: ______

9. **GROUP LEADER:** I understand that by enrolling in this trip, I have made the choice to travel with the coach/administrator/group leader organizing my group, and I acknowledge that this person was not chosen by Hope Costa Rica I also understand that a group leader must accompany me on the trip. If my group leader cancels for any reason, Hope Costa Rica will ask him or her to assign a new group leader. If I cancel at this point and choose not to travel with the replacement group leader, my cancellation will be treated as a standard cancellation subject to the terms of this Agreement. If no replacement group leader can be found, I will need to cancel and the Hope Costa Rica Cancellation Policy will apply.

10. **COUNTRY CONDITIONS, VISAS AND VACCINES:** We have no special knowledge regarding the financial condition of the suppliers selected for your trip, unsafe conditions, health hazards, weather hazards, or climate extremes at locations to which you may travel. For information concerning possible dangers at your destination, Hope Costa Rica recommends contacting the Travel Warnings Section of the U.S. State Department at (202) 647-5225 or www.travel.state.gov. For medical information, Trip Operator recommends contacting the Centers for Disease Control at (877) FYI-TRIP or www.cdc.gov/travel. I assume full and complete responsibility for checking and verifying any and all passport, visa, vaccination, or other entry requirements of your destination(s), and all conditions regarding health, safety, security, political stability, and labor or civil unrest at such destination(s). I hereby release the Released Parties from all claims arising out of any problem covered in this paragraph. I further agree to hold the Released Parties harmless for my failure to obtain and/or utilize vaccinations and medications and immunizations. I VERIFY THAT I UNDERSTAND AND ACCEPT THIS STATEMENT BY PLACING MY INITIALS HERE:

11. **EXPENSES:** I understand that I will be required to pay for any phone calls or incidental personal expenses that I incur at hotels, as well as for any damage I cause to hotel rooms, buses or any other property provided by a supplier.

12. **ENTIRE AGREEMENT:** This Agreement and the exhibits attached hereto contain the entire agreement of the parties with respect to the subject matter of this Agreement, and supersede all prior negotiations, agreements and understandings with respect thereto. This Agreement may only be amended by a written document duly executed by all parties.

13. **GOVERNING LAW:** The laws of the State of Florida govern the rights and obligations of the parties to this Agreement and the interpretation, construction and enforceability thereof. I agree that any action or proceeding brought by me against any Released Party shall be brought solely in the courts of Florida located in Miami-Dade County. In the event any action or proceeding is initiated by me in an improper venue, I agree to pay Hope Costa Rica costs and reasonable attorney fees associated with defending such action or proceeding.

14. **PROMOTIONS:** I understand and consent to the use any photographic or film likenesses taken of me during my trip for future publicity. My contact information may also be used for future Hope Costa Rica promotions.

Sign your Agreement at the bottom only when you have read it completely and fully understood the contents of this Agreement.

Individual Participant Application

All trip participants must complete, sign, and submit this form to the coach/ trip leader, who will submit them as a team 120 days prior to departure.

Participant Name:		Position:	
Team Name:		_	
Address:	City:	State:Z	ip:
Home Phone:	Work Phone:		
Email Address:			
Emergency Contact Informati an emergency.	ion Please provide the nam	e of a person whom we	e may contact in case of
Name:	Relationship:		
Address:	City:	State:	Zip:
Home Telephone:	Cell/Work Telephone:		

Waiver of Liability: By signing this waiver of liability I acknowledge that I have completely read and fully understand the terms of this Agreement and agree to be bound by it. I also understand that Hope Costa Rica is not liable for any medical expenses that I may incur during my stay in Costa Rica. By signing below

I affirm that I have adequate medical insurance coverage that will cover me for any medical expenses that I incur while on a trip abroad.

Please have all participants sign this Agreement. For participants under the age of 18 both the participant and a parent or guardian must sign this Agreement.

Name of Participant:	Position:
Participant Signature:	Date:
*Parent/Guardian Name:	
*Parent/Guardian Signature:	Date:

*As a parent or guardian of the above named participant, I acknowledge my approval of the agreement. I further agree that if this agreement is found, for any reason, to be unenforceable with regard to the participant, that I will personally indemnify and hold harmless Hope Costa Rica for any liability imposed upon Hope Costa Rica with respect to the applicant and/or against any claim brought or which may be brought by the above named participant against Hope Costa Rica.