



# Mission Trip Liability Waiver, Release of Liability & Medical Authorization (Minor)

Participant Legal Name \_\_\_\_\_ Nickname \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone ( \_\_\_\_\_ ) \_\_\_\_\_

## PARTICIPANT RELEASE, ASSUMPTION OF RISK, AND HOLD HARMLESS AGREEMENT

### Mission Trip Information:

Location: Washington D.C., United States of America

Dates: 6/23/2019 - 6/28/2019

Team Leader: Eric Gregory

Team ID: 3336

In consideration of my child's being permitted to participate in the mission trip to Washington D.C., United States of America starting on Sunday, June 23, 2019, including travel to and from the mission site (collectively referred to as "EM mission trip service") and for services of Experience Mission, Inc. and their respective agents, employees, trustees, officers, directors, volunteers, sponsors, successors and assigns, and all others acting in any capacity on their behalf to conduct the EM mission trip service (collectively, "Experience Mission"), I HEREBY AGREE TO RELEASE, DISCHARGE, INDEMNIFY AND HOLD HARMLESS Experience Mission, ON BEHALF OF MYSELF, MY SPOUSE, MY CHILDREN, MY PARENTS, MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND ESTATE AS FOLLOWS:

### LIABILITY

1. I understand that this Release applies to, covers and includes unknown, unforeseen, unanticipated, and unsuspected damages, losses, or liabilities and the consequences thereof, which result from the matters hereinbefore inferred to as well as those now disclosed and known to exist, including without limitation cancellation or delay of the trip. The provisions of any state, federal, local, territorial law or statute providing in substance that releases shall not extend to claims or damages which are unknown or unsuspected to exist at the time are hereby expressly waived by me on behalf of the child I am providing guardianship over.

2. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Experience Mission from any and all claims, demands, or causes of action, which in any way arise from or are related to the child's participation in EM mission trip service, including all claims alleging negligence if my child is injured or becomes ill in any way during EM mission trip service.

### RISK

1. I understand that the child's participation in this Activity is voluntary.

2. I understand that there are certain risks inherent in this Activity, including any associated travel, meal and lodging. These risks may include but are not limited to accidents; exposure to adverse weather conditions; theft, loss, or damage of personal property; physical, mental and emotional injuries; and catastrophic death. I confirm that I have resolved concerns, if any, about the child's health or ability to participate in or observe the Activity with the child's physician before deciding to participate. I further agree to release and hold Experience Mission, its Board of Trustees, and any of its employees harmless from any and all liability which could result from this Activity.

3. I acknowledge that engaging in EM mission trip service entails both known and unknown risks that could result in illness, severe physical and emotional injury, paralysis, death, or damage or loss of property. These risks include, but are not limited to: accidents in the course of travel to and from the destination; risk of injury or illness commonly associated with construction, recreation, negligent acts or omissions, or other missionary service activities; and risks associated with living and working in regions with underdeveloped security, buildings, roads, sanitation, food, water, and health care services and facilities. I understand that such risks are inherent to and cannot be eliminated from EM mission trip service. I also agree to accept and assume the risk that any injuries or illness I may suffer during the EM mission trip service may be made worse by negligent acts, omissions or rescue efforts by Experience Mission or other third parties.

### TRAVEL

1. I understand that EM mission trip service entails travel in countries and regions where there may be a risk of criminal or terrorist activity.

2. I confirm that I have consulted the Center for Disease Control website at: [www.cdc.gov/travel/](http://www.cdc.gov/travel/) and reviewed its travel health recommendations, including routine, recommended and required vaccinations associated with this Activity. I assume sole and complete responsibility for the child's travel health and vaccinations.

3. If Activity occurs outside of the United States, I confirm that I have consulted the U.S. Department of State website at: <http://travel.state.gov/> and reviewed its international travel information and travel tips specifically pertaining to this Activity.

4. I understand that Experience Mission has organized certain travel services, including surface transportation and water transportation which

Experience Mission purchases or reserves from various suppliers. The suppliers providing travel services for Experience Mission are independent contractors and are not agents or employees of Experience Mission. Experience Mission does not act as an agent for any party whatsoever. Experience Mission is not responsible for the willful or negligent acts and/or omissions of such suppliers or of any motor coach lines, taxi services or water travel suppliers or their respective employees, agents, servants or representatives, including, without limitation, their failure to deliver or their partial or inadequate delivery of services.

5. Furthermore, as a result of the child's participation in the activities of Experience Mission, I agree that neither Experience Mission nor any representative, office or agent shall be liable for any accident, injury, property damage or personal loss to the child I am providing guardianship over in connection with any transportation or other travel services or resulting directly or indirectly from any occurrences or conditions including, but not limited to, acts of terrorism, war, defects in vehicles, breakdown in equipment, strikes, theft, delay or cancellation of or changes in, itinerary or schedules.

6. I understand that Experience Mission is not responsible for any loss or damage the child may suffer when he/she is traveling independently or he/she is otherwise separated or absent from any Experience Mission sponsored activity. In addition, I understand that any travel that the child and his/her team participates in before or after the conclusion of the Activity is entirely at his/her own risk and my expense.

## **MEDICAL**

1. In the event of an emergency, I hereby authorize a leader of this trip, as my agent, to consent to medical care consistent with the medical disclosures provided in the child's application submitted online: including without limitation examination; medication, medical, radiology, dental or surgical diagnosis; treatments; hospital or other care advised and supervised by a physician, surgeon or dentist, as appropriate licensed to practice under the laws of the state or country where services are rendered. I direct that the emergency contact be advised as soon as possible.

2. I understand that Experience Mission strongly recommends personal medical insurance for domestic trips or trip travel insurance for international trips.

3. I agree that to the extent any medical expenses I might incur due to the child's involvement in the Activity are not covered by Experience Mission's insurance, they will be my expense. These authorizations shall remain effective through the above periods unless sooner revoked in writing and delivered to Experience Mission.

## **MULTIMEDIA**

I agree that Experience Mission, Inc., and the team may use and/or display the child's name for promotional purposes without further consideration. I authorize Experience Mission, Inc., and the team, their partners and/or agents, permission to use, copy, reproduce, display, distribute, publish and exhibit any pictures, video or narrative of the child which includes materials taken by myself or anyone else, without restriction. This authorization includes any means of communication at any place for any lawful purpose. I waive any right I might have to inspect and/or approve the copy that may be used or the use to which it may be applied.

## **LEGAL ACTION**

In the event that I or any legal representative acting on my behalf files a lawsuit against Experience Mission, I agree to do so solely in the Superior Court of the State of Washington, County of Jefferson. I further agree that Washington substantive law shall apply without regard to the conflict of law rules of Washington or any other state or nation. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

## **AUTHORIZATION TO SIGN**

I represent that I am at least 18 years of age, the legal parent or guardian of the child and otherwise competent to sign this Release of Liability agreement on their behalf. This Release of Liability & Indemnification Agreement shall be binding to the fullest extent permitted by law. If any part of this release is deemed to be unenforceable, the remaining terms shall be enforceable as a contract between parties. This release shall be binding upon my assignees, subrogees, heirs, next of kin, executors and personal representatives.

By checking this box, I acknowledge that I may be found by a court of law to have waived my right to maintain a lawsuit against Experience Mission, including claims that Experience Mission has committed negligent acts or omissions. I have had a sufficient opportunity to read this entire document and Experience Mission's Privacy Policy (<https://experiencemission.org/privacy>). I have read and understood it, and I agree to be bound by its terms.

Signature of Parent/Legal Guardian

Date

Parent/Guardian Legal Name