

RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT

Name: _____ Parent/Guardian Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Telephone: _____

PARTICIPANT RELEASE, ASSUMPTION OF RISK, AND HOLD HARMLESS AGREEMENT

Mission Trip Information:

Location: New York City New York, United States of America

Start Date: 6/29/2014

Team Leader: Brian Stockford

Team ID: 2043

In consideration of being permitted to participate in the mission trip to New York City New York, United States of America starting on Sunday, June 29, 2014, including travel to and from the mission site (collectively referred to as EM mission trip service) and for services of Experience Mission, Inc. and Hillside Baptist Church, 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:**

1. 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 or other missionary service activities (including the risk of negligent acts or omissions); 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.
2. I understand that EM mission trip service entails travel in countries and regions where there may be a risk of criminal or terrorist activity.
3. I further acknowledge the risk that Experience Mission may commit negligent acts or omissions during the EM mission trip service. I also acknowledge the risk that if I am injured or become ill during the EM mission trip service, any such injury or illness may be made worse by negligent treatment or rescue efforts by Experience Mission or other third parties.
4. My participation in EM mission trip service is purely voluntary, and I expressly agree to accept and assume all of the risks of participating in EM mission trip service. **I specifically agree to accept and assume the risk that Experience Mission may commit negligent acts or omissions during 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 treatment or rescue efforts by Experience Mission or other third parties.**
5. **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 my participation in EM mission trip service, **including all claims alleging negligence if I am injured or become ill in any way during EM mission trip service.**
6. 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.
7. I represent that I am at least 18 years of age and other wise competent to sign this Release of Liability agreement. 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, subrogers, heirs, next to kin, executors and personal representatives.

By signing this document, 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. I have read and understood it, and I agree to be bound by its terms.**

Signature of Participant: _____

Print Name: _____ Date: _____

PARENT OR GUARDIAN'S ADDITIONAL RELEASE AND INDEMNIFICATION

(Must be completed by the parent or legal guardian for participants under the age of 18)

In consideration of _____ (insert minor's name) ("Minor") being permitted by Experience Mission to participate in EM mission trip service, I have read and understand the foregoing "Participant Release, Assumption of Risk, and Hold Harmless Agreement" and agree that its terms and provisions govern this Parent or Guardian's Additional Release and Indemnification.

In regards to BOTH (1) Minor's personal rights and (2) the personal rights of Minor's parents or guardians, I agree to accept and assume all of the risks to Minor arising from or related to Minor's participation in EM mission trip service, including **the risk that Experience Mission may commit negligent acts or omissions, and the risk that any injury or illness Minor experiences may be made worse by negligent treatment or rescue efforts by Experience Mission or other third parties.**

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 Minor's participation in EM mission trip service, including, **including all claims alleging negligence, including negligence concerning treatment or rescue efforts, if Minor is injured in any way during the EM mission trip service.**

Parent or Guardian Signature: _____

Print Name: _____ Date: _____

CONSENT TO TREATMENT

I, _____ as (circle on) the **parent** / the **guardian** do hereby authorize Experience Mission, acting as my son's/daughter's agent, to consent to any x-ray, examination, anesthetic, medical or surgical diagnosis, or treatment including, but not limited to, over the counter medication and hospital care or service, which is deemed advisable and is rendered under the general or specific supervision of any licensed physician and surgeon, or the medical staff of a licensed hospital, whether such diagnosis or treatment is rendered at the office of said physician or at said hospital.

I understand that this authorization is given in advance of any specific diagnosis, treatment, or hospital care being rendered, but is given to provide authority and power on the part of Experience Mission to give specific consent to any all such diagnosis, treatment, or hospital care which the above mentioned physician, in the exercise of his/her best judgment, may deem advisable.

I hereby authorize any hospital which has provided treatment to my son/daughter to surrender physical custody of my son/daughter to Experience Mission upon completion of treatment.

These authorizations shall remain effective through the above periods unless sooner revoked in writing and delivered to Experience Mission.

Parent or Guardian Signature: _____

Print Name of Child: _____ Date: _____

CONSENT TO TRAVEL

The above-named Parent or Guardian of the Team Member has entrusted the Team Member into the care of Experience Mission and its agents, as duly authorized representatives of Experience Mission, while the Team Member participates in EM mission trip service and other activities of Experience Mission. The Parent or Guardian does hereby authorize the Team Member to travel to the above-stated mission site location.

Parent or Guardian Signature: _____

Print Name of Child: _____ Date: _____