Appendix D GRACE COMMUNITY CHURCH

Waiver, Release of Liability, Indemnification, and Consent to Medical Attention

In exchange for my being allowed to participate in the missions trip that is specifically described in Paragraph 1 below (the "Trip"), sponsored by Grace Community Church ("GCC"), I, and if I am not yet 21 years old, my parent (s) or legal guardian(s) (individually and collectively referred to below in the first person singular) agree to be bound by each of the following:

- 1. <u>Trip Description</u>. Chichicastenango Guatemala April 2-10th 2010
- 2. <u>Voluntary Participation</u>. I understand and confirm that my participation in the Trip is voluntary.
- 3. <u>Identification of Risks</u>. I understand that portions of the Trip take place in a foreign country and involve international travel. I understand that I will engage in activities that are not supervised or monitored by the Trip staff (e.g., travel, ministry programs, shopping, recreation, lodging, and other activities). I understand that my participation in the Trip may involve risk of injury and loss, both to person and to property. I also understand that the risk of injury may include the possibility of permanent disability and death. I understand that this Wavier and Release of Liability is intended to address all of the risks of any kind associated with my participation in <u>any aspect</u> of the Trip, or with the time I am involved in the Trip, including, particularly, such risks created by actions, inactions, carelessness, or <u>negligence</u> on the part of GCC or its directors, officers, employees, agents, volunteers, successors, or assigns, including, <u>but not limited to</u>, risks created by the following:
- (a) The use and condition of various modes of transportation, premises, facilities, and equipment;
- (b) The lack or inadequacy of policies, rules, or regulations of the Trip;
- (c) The failure of GCC to foresee or to protect me from actions, inactions, negligence, recklessness, or intentional or criminal misconduct of persons, other than those affiliated with GCC;
- (d) The inadequacy or unavailability of medical facilities or treatment;
- (e) The lack or inadequacy of supervision; or
- (f) Political or social instability in the country(ies) in which the Trip takes place.
- 4. <u>Assumption of Risk</u>. I assume all risks, known and unknown, foreseeable and unforeseeable, in any way connected with my participation in the Trip. I accept personal responsibility for any liability, injury, loss, or damage in any way connected with my participation in the Trip.
- 5. <u>Release and Waiver</u>. I release GCC and its directors, officers, employees, agents, volunteers, successors, and assigns from any and all liability for and waive any and all claims for liability, injury, loss, damage, or expense, including attorneys' fees, in any way connected with my participation in the Trip, whether or not caused in whole or in part by the negligence or other misconduct of GCC or any of the individuals mentioned above (a "Claim").
- 6. <u>Indemnification</u>. I agree to indemnify and to hold harmless (in other words, to reimburse and to be responsible for) GCC and its directors, officers, employees, agents, volunteers, successors, and assigns from any Claim, or any expense, including attorneys' fees (including the cost of defending any Claim I might make, or that might be made on my behalf, that is released or waived by this instrument), in any way connected with a Claim.

- 7. <u>Insurance</u>. I understand and acknowledge that basic accident and health insurance coverage is offered by the Trip, but that this insurance coverage may not be sufficient or applicable to all situations I may encounter during the Trip. Furthermore, I understand that personal property insurance will not be offered or provided through the Trip and that the provision of personal property insurance is my personal responsibility.
- 8. <u>Binding Effect</u>. This instrument shall be binding upon my relatives, personal representatives, heirs, beneficiaries, next of kin, or assigns and shall inure to the benefit of GCC and its directors, officers, employees, agents, volunteers, successors, and assigns.
- 9. <u>Consent to Medical Treatment</u>. I authorize GCC and its representatives, if present, to provide to me, through medical personnel of their choice, customary medical assistance, transportation, and emergency medical services should I require such assistance, transportation, or services as a result of injury or damage related to my participation in the Trip. This consent does not impose a duty upon GCC to provide such assistance, transportation, or services.
- 10. <u>Severability</u>. If any provision (or portion of any provision) of this instrument is held to be invalid or unenforceable, that provision shall be enforceable in part to the fullest extent permitted by law, and such invalidity or unenforceability shall not otherwise affect any other provision of this instrument.
- 11. <u>Applicable Law</u>. Because GCC and the Trip are headquartered in the State of Indiana, and in order to provide certainty in the law to be applied to the construction of this instrument, this instrument shall be governed, construed, and enforced in accordance with the law of the State of Indiana.

THIS IS A WAIVER, RELEASE OF LIABILITY, INDEMNIFICATION, AND CONSENT. I HAVE READ THIS WAIVER, RELEASE OF LIABILITY, INDEMNIFICATION, AND CONSENT. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I AM SIGNING THIS WAIVER, RELEASE OF LIABILITY, INDEMNIFICATION, AND CONSENT VOLUNTARILY.

Printed Name

Signature

Signature

Date

If the person participating in the Trip is not yet 21 years old, <u>both</u> parents or the legal guardian(s) of such person also must sign:

In exchange for my/our child or ward being allowed to participate in the Trip, and as the parent(s) or legal guardian (s) of the above-named individual, I/we verify that I/we fully understand, agree to, and accept all provisions of this Waiver, Release of Liability, Indemnification, and Consent.

Printed Name (Custodial Parent or Legal Guardian)

Printed Name (Custodial Parent or Legal Guardian) Signature

Date

Date