

Evangelical Covenant Church of Clay Center, Kansas  
Waiver, Release of Liability. Indemnification, and Consent to Medical Attention

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In exchange for being allowed to participate in the Missions Trip to \_\_\_\_\_ Program [the öprogramö] sponsored by The Evangelical Covenant Church of Clay Center, KS beginning \_\_\_\_\_ through \_\_\_\_\_. I, and if I am not yet 18 years old, my parent or legal guardian agree to be bound by each of the following:

1. Voluntary Participation. I understand and confirm that my participation in the Program is voluntary.
2. Identification of Risks. I understand that representatives of the church may not be present during my participation in the Program [and that portions of the Program take place in a foreign county]. I understand that my participation in the Program 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 Waiver and Release of Liability is intended to address all of the risks of any kind associated with my participation in any aspect of the Program, or with the time I am involved in the Program, including, particularly, such risks created by actions, inactions, or negligence on the part of the Church or its pastors, officers, employees, agents, volunteers, successors, or assigns, including but not limited to, 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 Program; [c] the failure of the Church to forsee or to protect me from actions, inactions, negligence, recklessness, or intentional or criminal misconduct of persons, other than those affiliated with the Church; [d] the inadequacy or unavailability of medical facilities or treatment; or [e] the lack or inadequacy of supervision.
3. Assumption of Risk. I assume all risks, known and unknown, foreseeable and unforeseeable, in any way connected with my participation in the Program. I accept personal responsibility for any liability, injury, loss, or damage in any way connected with my participation in the Program.
4. Release and Waiver. I release the Church and its pastors, officers, employees, agents, volunteers, and successors from and waive all claims for any liability, injury, loss, or damage, including attorneysøfees, in any way connected with my participation in the Program, whether or not caused in whole or part by the negligence or other misconduct of the Church or any of the individuals mentioned above.
5. Indemnification. I agree to indemnify and to hold harmless (in other words, to reimburse and to be responsible for) the Church and its trustees, pastors, employees, agents, volunteers, successors, and assigns from all claims for any liability, injury, loss, damage or expense, including attorneysøfees (including cost of defending any claim I may make, or that might be made on my behalf, that is released or waived by this instrument), in any way connected with or arising out of my participation in the Program, whether or not caused in whole or in part by the negligence or other misconduct of the Church or any of the individuals named above.
6. Binding Effect. This instrument shall be binding upon my relatives, personal representatives, heirs, beneficiaries, next of kin, or assigns and shall inure to the benefit of the Church and its respective successors and assigns.
7. Consent to Medical Treatment. I authorize the Church to provide to me, through medical personnel of its choice, customary medical assistance, transportation, and emergency medical services. This consent does not impose a duty upon the Church to provide such assistance, transportation, or services.
8. Severability. If any provision (or portion of any provision) of this instrument is held to be invalid or unenforceable in part to the fullest extent permitted by law, and such invalidity or unenforceability shall not otherwise affect any other provision of this instrument.
9. Applicable law. Because the Church is located in the State of Kansas, 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 Kansas.

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**This is a waiver and release of liability. 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

\_\_\_\_\_  
Date

If the person participating in the Program is not yet 18 years old:

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

\_\_\_\_\_  
Printed Name (Parent/Legal Guardian)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date