

UNDERSTANDING THE RISKS



The missionary goal of taking the Gospel of Jesus Christ across the street and to the ends of the earth is a noble task that is the duty and privilege of every Christian, but it does come with risks. Since the beginning, followers of Jesus have been and continue to be persecuted for their faith. While we may not experience that as obviously in our everyday surroundings, the reality around the world can be quite different. In some regions of the world Christians are imprisoned, physically assaulted, and even put to death solely because of their faith. As inhabitants of a fallen world, we know that conflict, unrest, violence, and injustice will not end until Jesus returns and often occur unexpectedly. There are also other inherent dangers of working in disaster areas and construction sites. Additionally, the work required of a missionary is often physically strenuous, in environments with extreme weather conditions, with the potential to be exposed to local illnesses and diseases. So, each person should consider their physical health and ability when making the decision whether to participate in a particular opportunity or activity.

Each participant will be required to sign a waiver and release of liability thereby expressing their understanding and acceptance of the risks.

WAIVER AND RELEASE OF LIABILITY

IN CONSIDERATION OF being permitted to participate in a Cartersville First Baptist Church sponsored mission trip (a trip that is commissioned, provided administrative support, and/or funded in part by Cartersville First Baptist Church) to _____ beginning on _____, including any associated travel (hereinafter the “Activity”); and

IN CONSIDERATION OF the risk of injury while participating in said Activity and being given the right to participate in the same;

I HEREBY, for myself, my heirs, executors, administrators, assigns, or personal representatives (hereinafter collectively, “Releasor,” “I” or “me”, which terms shall also include Releasor’s parents or guardian if Releasor is under 18 years of age), knowingly and voluntarily enter into this WAIVER AND RELEASE OF LIABILITY and hereby waive any and all rights, claims or causes of action of any kind arising out of my participation in the Activity; and

I HEREBY release and forever discharge CARTERSVILLE FIRST BAPTIST CHURCH, located at 241 Douthit Ferry Road, Cartersville, Georgia, 30120, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns (collectively “Releasees”), from any physical or psychological injury that I may suffer as a direct result of my participation in the aforementioned Activity.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO: PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS’ NEGLIGENCE, CONDITIONS RELATED TO TRAVEL TO AND FROM THE ACTIVITY, OR FROM CONDITIONS AT THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL THE RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY.

I FURTHER AGREE to indemnify, defend, and hold harmless the Releasees against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone else on my behalf, including attorney’s fees and any related costs.

I FURTHER ACKNOWLEDGE that Releasees are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Releasees. In the event that I should require medical care or treatment, I authorize Cartersville First Baptist Church to provide and/or initiate all emergency medical care deemed necessary, including but not limited to, first aid, CPR, the use of AEDs, emergency medical transport, and sharing of medical information with medical personnel. I further agree to assume all costs involved and agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

I FURTHER ACKNOWLEDGE that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. I agree not to participate in the Activity unless I am medically able and properly trained, and I agree to abide by the decision of the Cartersville First Baptist Church official or agent, regarding my approval to participate in the Activity.

I UNDERSTAND that this Activity may include travel in countries and regions where there may be a risk of criminal or terrorist activity.

I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS “WAIVER AND RELEASE” AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE CARTERSVILLE FIRST BAPTIST CHURCH AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS, AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST CARTERSVILLE FIRST BAPTIST CHURCH FOR PERSONAL INJURY OR PROPERTY DAMAGE.

To the extent that statute or case law does not prohibit releases for ordinary negligence, this release is also for such negligence on the part of Cartersville First Baptist Church, its agents, and employees.

I agree that this Release shall be governed for all purposes by Georgia law, without regard to any conflict of law principles. This Release supersedes any and all previous oral or written promises or other agreements.

In the event that any damage to equipment or facilities occurs as a result of my or my family’s or my agent’s willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any such actions of neglect or recklessness.

THIS WAIVER AND RELEASE OF LIABILITY SHALL REMAIN IN EFFECT FOR THE DURATION OF MY PARTICIPATION IN THE ACTIVITY, DURING THE INITIAL AND ALL SUBSEQUENT EVENTS OF PARTICIPATION.

THIS AGREEMENT was entered into at arm’s-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both Participant and Cartersville First Baptist Church agree that this agreement is clear and unambiguous as to its terms, and that no other evidence shall be used or admitted to alter or explain the terms of this agreement, but that it will be interpreted based on the language in accordance with the purpose for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

I, THE UNDERSIGNED PARTICIPANT, AFFIRM THAT I AM OF THE AGE OF 18 YEARS OR OLDER, AND THAT I AM FREELY SIGNING THIS AGREEMENT. I CERTIFY THAT I HAVE READ THIS AGREEMENT, THAT I FULLY UNDERSTAND ITS CONTENT AND THAT THIS RELEASE CANNOT BE MODIFIED ORALLY. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND THAT I AM SIGNING IT ON MY OWN FREE WILL.

Participant’s Name: _____

Participant’s Address: _____

Signature: _____

Date: _____

PARENT / GUARDIAN WAIVER FOR MINORS

In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian, as follows:

I HEREBY CERTIFY that I am the parent or guardian of _____, named above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

Parent / Guardian Name: _____

Relationship to Minor: _____

Parent / Guardian Signature: _____ Date: _____

CONSENT TO TREATMENT (FOR JUVENILE PARTICIPANTS)

I, _____ as (circle one) the parent / guardian do hereby authorize Cartersville First Baptist Church, 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 Cartersville First Baptist Church to give specific consent to any and all diagnosis, treatment, or hospital care which the above-mentioned physician, in the exercise of his/her best judgment, may deem advisable.

I hereby authorized any hospital which has provided treatment to my son/daughter to surrender physical custody of my son/daughter to Cartersville First Baptist upon completion of treatment.

These authorizations shall remain effective through the above the mission trip (Activity) unless sooner revoked in writing and delivered to Cartersville First Baptist Church.

Parent / Guardian Signature: _____ Date: _____

CONSENT TO TRAVEL (FOR JUVENILE PARTICIPANTS)

As parent / guardian of this juvenile participant I entrust them to Cartersville First Baptist Church and hereby authorize them to travel with Cartersville First Baptist Church to the above stated mission trip (Activity) location.

Parent / Guardian Signature: _____ Date: _____