

SHORT-TERM MISSION TRIP **WAIVER, RELEASE AND INDEMNITY AGREEMENT** (Adult Participant)

The undersigned (“Participant”), desiring to visit foreign countries with First Baptist Church of Sudbury (“FBCS”), and participate in one or more STMTs, training programs or other ministry projects at various sites organized by FBCS (collectively, the “STMT”), enters into this Waiver, Release and Indemnity Agreement (this “STMT Release Form”) to induce FBCS to allow the Participant to participate in STMTs. The Participant understands that FBCS will rely upon this STMT Release Form in agreeing to allow Participant to participate in any such STMTs. Participant acknowledges that the participation in such trip will benefit Participant and that as such Participant has received valuable consideration for the execution of this STMT Release Form. Based on the foregoing, Participant hereby agrees with FBCS as follows:

1. Participant does hereby release and forever discharge FBCS, and its employees, officers, agents, directors and representatives, successors and/or assigns (“FBCS Related Parties”) from any and all claims, demands, actions and causes of action for any and all injuries, losses, liabilities and/or damages sustained, incurred or suffered by Participant during, as a result of, or in any way related to, the STMTs, including, without limitation, those relating to my leaving the United States of America and visiting foreign countries, including my stay in any foreign country and my trip to and from any foreign country. WITHOUT LIMITATION OF THE FOREGOING, THE UNDERSIGNED HEREBY SPECIFICALLY RELEASES AND FOREVER DISCHARGES FBCS, AND ALL FBCS RELATED PARTIES FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION FOR ANY AND ALL INJURIES, LOSSES, LIABILITIES AND/OR DAMAGES SUSTAINED, INCURRED OR SUFFERED BY THE PARTICIPANT ARISING DIRECTLY OR INDIRECTLY FROM OR AS A RESULT OF THE NEGLIGENCE OF FBCS OR ANY FBCS RELATED PARTIES.
2. Without limiting the release set forth above, Participant acknowledges that he/she understands that FBCS makes arrangements with airlines, hotels, travel agencies and other independent parties to provide Participant with certain services connected with the STMTs. These parties are not agents of FBCS, but are independent suppliers over whom FBCS has no control, and Participant consents to all such arrangements. FBCS is not responsible for any claims, losses, damages, costs or expenses sustained, incurred or suffered by Participant as a result of, arising from, or in any way related to any accident, injury or death, damage, loss or delay of baggage or other property, or delay, inconvenience, loss of enjoyment, upset, disappointment, distress or frustration, whether physical or mental, resulting from or in any way related to (1) the act or omission of any such airline, hotel, travel agency or other independent party; (2) mechanical breakdown, government actions, weather or other factors beyond FBCS’s control; (3) failure of Participant to obtain or receive documents, passports, visas or health certificates valid through the date of re-entry to the United States, when required, in which case FBCS may assess a cancellation charge; (4) failure of Participant to follow instructions, including, but not limited to, those regarding check-in and check-out times and baggage handling; (5) cancellation or change for any reason in the travel services offered; and (6) medical or health problems or physical disabilities, and any medical treatment or hospitalization, or lack thereof, related thereto. Participant understands FBCS reserves the right to cancel or alter the STMTs at any time at its sole discretion. WITHOUT LIMITATION OF THE FOREGOING, THE UNDERSIGNED HEREBY SPECIFICALLY RELEASES AND FOREVER DISCHARGES FBCS AND ALL FBCS RELATED PARTIES FROM ANY AND ALL LIABILITIES, DAMAGES, OBLIGATIONS, CLAIMS, ACTIONS, CAUSES OF ACTION, LOSSES, COSTS, OR EXPENSES INCURRED OR SUFFERED BY THE PARTICIPANT ARISING DIRECTLY OR INDIRECTLY FROM OR AS A RESULT OF THE NEGLIGENCE OF ANY SUCH AIRLINES, HOTELS, TRAVEL AGENCIES OR OTHER INDEPENDENT PARTIES WITH WHICH FBCS MAKES TRAVEL ARRANGEMENTS.
3. Participant gives FBCS and its representatives(s) (including, without limitation, the leader of any such STMT) authority to request and authorize medical and/or hospital treatment for Participant in the event of any injury or sickness sustained by Participant while on any STMT, including, without limitation, while traveling to and from any foreign country, and, if the need arises, to administer medical treatment, life-saving techniques or other first aid pursuant to the standard medical kit carried on the STMTs. Participant agrees to pay for all such treatment and to reimburse FBCS for all costs and expenses incurred by Participant with respect to such treatment. WITHOUT LIMITATION OF THE FOREGOING, THE UNDERSIGNED HEREBY SPECIFICALLY RELEASES FBCS, AND ALL FBCS RELATED PARTIES, FROM ANY DUTY OR OBLIGATION TO PROVIDE MEDICAL SERVICE OR TREATMENT, LIFE-SAVING TECHNIQUES, FIRST AID, OR HOSPITAL TREATMENT FOR PARTICIPANT IN THE EVENT OF ANY INJURY OR SICKNESS SUSTAINED BY PARTICIPANT WHILE ON ANY STMT, INCLUDING, WITHOUT LIMITATION, WHILE TRAVELING TO AND FROM ANY FOREIGN COUNTRY.
4. Participant agrees and believes that the Bible commands Christians to make every effort to live at peace and to resolve disputes with each other in private or within the Christian church (see Matthew 18:15-20; 1 Corinthians 6:1-8). Therefore, Participant agrees and consents that any claim or dispute arising from or related to this STMT Release Form or any STMT in which Participant participates shall be settled by biblically based mediation and, if necessary, legally binding arbitration in accordance with the Rules of Procedure for Christian Conciliation of the Institute for Christian Conciliation, or if non-existent, in accordance with the rules of the American Arbitration Association then in effect. All such mediation and arbitration shall take place in Sudbury, MA.
5. Participant agrees and professes adherence to Biblical Christian principles and understands their actions are expected to represent those principles.