

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

The undersigned parent or legal guardian (the “Parent”) of the above-named minor (the “Minor”), desiring to allow the Minor to visit foreign countries with First Baptist Church of Sudbury (“FBCS”) and participate in one or more mission trips, 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 above-named Minor to participate in STMT. The Parent understands that FBCS will rely upon this STMT Release Form in agreeing to allow the Minor to participate in any such STMT. The Parent acknowledges that the participation in such STMT will benefit Parent and the Minor and that as such Parent has received valuable consideration for the execution of this STMT Release Form. Based on the foregoing, Parent hereby agrees with FBCS as follows:

1. Parent does hereby release and forever discharge FBCS, and its employees, officers, agents, directors and representatives, successors and/or assigns 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 Parent and the Minor during, as a result of, or in any way related to, the STMT, including, without limitation, those relating to the Minor’s leaving the United States of America and visiting foreign countries, including the Minor’s stay in any foreign country and the Minor’s trip to and from any foreign country. WITHOUT LIMITATION OF THE FOREGOING, THE UNDERSIGNED HEREBY SPECIFICALLY RELEASES AND FOREVER DISCHARGES FBCS, AND ALL FBCS EMPLOYEES, OFFICERS, AGENTS, DIRECTORS AND REPRESENTATIVES, SUCCESSORS AND/OR ASSIGNS 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 PARENT OR THE MINOR ARISING DIRECTLY OR INDIRECTLY FROM OR AS A RESULT OF THE NEGLIGENCE OF FBCS OR ANY FBCS EMPLOYEES, OFFICERS, AGENTS, DIRECTORS AND REPRESENTATIVES, SUCCESSORS AND/OR ASSIGNS.
2. Without limiting the release set forth above, Parent acknowledges that he/she understands that FBCS makes arrangements with airlines, hotels, travel agencies and other independent parties to provide the Parent and the Minor with certain services connected with the STMT. These parties are not agents of FBCS, but are independent suppliers over whom FBCS has no control, and Parent consents to all such arrangements. FBCS is not responsible for any claims, losses, damages, costs or expenses sustained, incurred or suffered by Parent or the Minor 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 Minor to obtain or receive documents, passport, 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 Minor 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. Parent understands FBCS reserves the right to cancel or alter the STMT at any time at its sole discretion. WITHOUT LIMITATION OF THE FOREGOING, THE UNDERSIGNED HEREBY SPECIFICALLY RELEASES AND FOREVER DISCHARGES FBCS AND ALL FBCS EMPLOYEES, OFFICERS, AGENTS, DIRECTORS AND REPRESENTATIVES, SUCCESSORS AND/OR ASSIGNS FROM ANY AND ALL LIABILITIES, DAMAGES, OBLIGATIONS, CLAIMS, ACTIONS, CAUSES OF ACTION, LOSSES, COSTS, OR EXPENSES INCURRED OR SUFFERED BY THE PARENT OR THE MINOR ARISING DIRECTLY OR INDIRECTLY FROM OR AS A RESULT OF THE NEGLIGENCE OF ANY SUCH AIRLINES, HOTEL, TRAVEL AGENCIES OR OTHER INDEPENDENT PARTIES WITH WHICH FBCS MAKES TRAVEL ARRANGEMENTS.
3. Parent 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 the Minor in the event of any injury or sickness sustained by the Minor 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 STMT. Parent agrees to pay for all such treatment and to reimburse FBCS for all costs and expenses incurred by Parent with respect to such treatment. WITHOUT LIMITATION OF THE FOREGOING, THE UNDERSIGNED HEREBY SPECIFICALLY RELEASES FBCS, AND ALL FBCS EMPLOYEES, OFFICERS, AGENTS, DIRECTORS AND REPRESENTATIVES, SUCCESSORS AND/OR ASSIGNS, FROM ANY DUTY OR OBLIGATION TO PROVIDE MEDICAL SERVICE OR TREATMENT, LIFE-SAVING TECHNIQUES, FIRST AID, OR HOSPITAL TREATMENT FOR THE MINOR IN THE EVENT OF ANY INJURY OR SICKNESS STMT SUSTAINED BY THE MINOR WHILE ON ANY STMT, INCLUDING, WITHOUT LIMITATION, WHILE TRAVELING TO AND FROM ANY FOREIGN COUNTRY.
4. Parent hereby represents and warrants to FBCS that he/she is the parent or legal guardian of the Minor and has authority to execute and deliver this STMT Release Form on behalf of the Minor. Parent hereby agrees to indemnify, defend and hold harmless FBCS and all

FBCS employees, officers, agents, directors and representatives, successors and/or assigns from any and all liabilities, damages, obligations, claims, actions, causes of action, loss, costs or expenses whatsoever suffered by FBCS or any FBCS employees, officers, agents, directors and representatives, successors and/or assigns as a result of, arising from or in any way related to the participation of the Minor in any STMT sponsored, operated, or maintained by FBCS. WITHOUT LIMITATION OF THE PRECEDING SENTENCE, IT IS HEREBY UNDERSTOOD AND AGREED THAT THE UNDERSIGNED DOES HEREBY INDEMNIFY, DEFEND AND HOLD HARMLESS FBCS AND ALL FBCS EMPLOYEES, OFFICERS, AGENTS, DIRECTORS AND REPRESENTATIVES, SUCCESSORS AND/OR ASSIGNS FROM ANY AND ALL SUCH LIABILITIES, DAMAGES, OBLIGATIONS, CLAIMS, ACTIONS, CAUSES OF ACTION, LOSS, COSTS AND EXPENSES WHICH ARISE DIRECTLY OR INDIRECTLY FROM OR AS A RESULT OF THE NEGLIGENCE OF FBCS OR ANY FBCS EMPLOYEES, OFFICERS, AGENTS, DIRECTORS AND REPRESENTATIVES, SUCCESSORS AND/OR ASSIGNS.

5. Parent 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, Parent agrees and consents that any claim or dispute arising from or related to this STMT Release Form or any STMT in which the Minor 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. Judgment upon an arbitration award may be in any court otherwise having jurisdiction. Parent understands that these methods shall be the sole remedy for any controversy or claim arising out of this STMT Release Form or any STMT and Parent expressly waives any right Parent or the Minor may have to file a lawsuit in any civil court for any such claim or dispute, except to enforce an arbitration decision.

6. The invalidity or unenforceability of any particular provision of this STMT Release Form shall not affect any other provision hereof, and in the event that any provision hereof is found by a court of competent jurisdiction to be invalid or unenforceable, this STMT Release Form shall be construed in all respects as if such invalid or unenforceable provision had never comprised a part hereof and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such invalid or unenforceable provision, there shall be added automatically hereto and as part hereof a provision as similar in terms and intent to such invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

7. Participant agrees and professes adherence to Biblical Christian principles and understands their actions are expected to represent those principles.

8. This STMT Release Form may be relied upon by FBCS and all FBCS employees, officers, agents, directors and representatives, successors and/or assigns until such time as FBCS is notified in writing at its address set forth below that this STMT Release Form is canceled. Any such notice of cancellation shall be effective only with respect to acts or omissions first occurring after the later of (a) the date of FBCS's receipt of such notice of cancellation, or (b) the date the Minor completes and returns from any STMT in which the Minor is participating at the time such notice of cancellation is delivered. I, the Parent named herein, am eighteen (18) years of age or older, and competent to sign this STMT Release Form. This STMT Release Form is binding on me and my executor, administrators, and heirs, as well as the Minor on whose behalf I am executing this STMT Release Form. Parent hereby represents and warrants to FBCS and all FBCS employees, officers, agents, directors and representatives, successors and/or assigns, that Parent is the parent or legal guardian of such Minor, and that Parent or the Minor participates or will participate, and in the event of any inconsistency or ambiguity between this STMT Release Form and any prior release form signed by Parent, this STMT Release Form shall control.

I AM AWARE THAT FOREIGN TRAVEL, INCLUDING TRAVEL TO AND FROM ANY STMT SITE LOCATION, HAS INHERENT DANGERS THAT POSE A RISK OF HARM OR INJURY, INCLUDING, BUT NOT LIMITED TO, DISEASE, LACK OF PROPER HEALTHCARE, CRIME, CIVIL UNREST, LACK OF PROPER HEALTH STANDARDS, AND LACK OF AIRPORT SECURITY.

I AM AWARE THAT THE MINOR MAY SUFFER BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF THE MINOR'S PARTICIPATION IN THE STMT. HOWEVER, I VOLUNTARILY CHOOSE TO ASSUME THESE RISKS AND ALLOW THE MINOR TO PARTICIPATE IN THE EVENT. I HAVE FULL KNOWLEDGE OF THIS DOCUMENT'S LEGAL SIGNIFICANCE.

I HAVE FULLY READ THE ABOVE AND UNDERSTAND IT AND HEREBY CONSENT TO IT AND AGREE TO BE BOUND BY IT.