

Appendix 4

Waiver

First Baptist Church, Enid --- 401 W Maine St, Enid, OK 73701 --- Phone: (580) 234-1133

Hold Harmless, Waiver of Liability, and Emergency Medical Care Authorization

First Baptist Church of Enid, Inc. (hereinafter “FBC”) is offering the opportunity for a mission trip to _____ on _____, 20____ (hereinafter referred to as the “Trip”). I, _____, of Enid, Oklahoma, in consideration of the opportunity to participate in the Trip, and in consideration of other obligations incurred, hereby agree as follows:

1. I fully understand that I may be traveling or staying in areas of the world which may have unstable political, economic, and security situations where acts of war, potential danger from lack of control over local population, terrorism, or violence could occur at any time.
2. I fully understand that I may encounter difficult climates and living conditions; that risks are present concerning means of travel, food, water, diseases, pests, and poor sanitation and other health related situations. Medical or emergency medical treatment may be inadequate or not available.
3. I accept and assume all responsibility for my personal actions and any and all risks of property damage or personal injury which occur during or as a result from my participation, including potential injury while working.
4. With the above in mind, I fully understand that agree that FBC and all of its entities, their staff members, successors, assigns officers, agents, representatives, ministry divisions, mission trip leaders, volunteers, entities and other participants shall not be responsible or liable in any way for any accident, loss, death, injury or damage to myself or my property, in connection with the Trip or any portion of the Trip even if said injury or action is due to the alleged negligence of FBC or such other participants. Further, I do hereby agree to indemnify and unconditionally hold FBC and such other participants harmless against and from any and all liabilities, damages, claims, suits, judgments and associated costs and expenses (including, without limitation, reasonable attorney’s fees) or whatsoever kind in connection with the Trip or any portion of the Trip. Further, I make this agreement on behalf or my heirs, agents, fiduciaries, successors and assigns. I waive, knowingly and voluntarily, each and every claim or right of action I have now or may have in the future against the Church or such other participants related to the Trip, even if any such claim or right of action is caused by FBC’s negligence.
5. I hereby state that I am in good health and have all medications necessary to treat any allergic or chronic conditions, and I am able to administer such medications without assistance. If at any time during the Trip I need emergency medical care and am not able to give consent because of my physical or mental condition, I authorize emergency medical care decisions to be made on my behalf, and I specifically release FBC, in making those emergency medical care decisions, from any and all liability associated with said decisions, even if injury or death is the results of FBC’s alleged negligence.

6. I have carefully read the foregoing and I understand that my signature herein holds FBC, its officers, employees, mission trip leaders, volunteers or other agents or representatives of any nature, harmless for any liability for injury, damage, loss or accident as outlined herein, and for any loss or damage related to any scheduling delays or interruptions.
7. This document does not release FBC or such other participants from gross negligence.
8. I have read carefully, agree to, and intend to be legally bound by all terms of this hold harmless, waiver of liability, and emergency medical care authorization.

SIGNATURE _____

PRINT NAME _____

SUBSCRIBED AND SWORN TO before me on this _____ day of _____, 20_____

Notary Public, State of Oklahoma