

Cherry Hills Community Church (“CHCC”)

**ADULT PARTICIPANT – MISSION TRIPS
RELEASE OF LIABILITY AND ASSUMPTION OF RISK (“Release”)**

PLEASE READ CAREFULLY. BY SIGNING BELOW, I AM AGREEING TO RELEASE CHCC AND OTHER PARTIES RELATED TO IT FROM LIABILITY.

IN CONSIDERATION of the privilege of my participation in CHCC’s short-term mission trip program (the “Program”), which participation is entered into voluntarily and by my own choosing, the undersigned individual states as follows:

ASSUMPTION OF RISK: CHCC intends to make me aware, and I understand, that participation in the Program, including but not limited to: traveling to foreign or domestic locations, including remote destinations and third-world countries; religious training, teaching, counseling, and other ministry activities; riding in or on aircraft, trains, buses, trucks, automobiles, motorbikes, Jeeps, watercraft, bicycles, and other vehicles; providing medical care and other humanitarian projects; walking, hiking, and climbing; athletic training, competitions, and events, as well as other strenuous physical activity, both alone and with other participants who are not evaluated in advance by CHCC; tourism and recreational activities; and other cross-cultural activities exposes me to certain risks, hazards, and dangers, including, only by way of example, the risk of personal injury (including the risk of permanent disability or death); accidents or illnesses in locations without the immediate availability of medical facilities; transportation accidents; kidnappings; hijackings; terrorism; imprisonment; deportation; criminal activities; extortion; civil unrest; warfare; exposure to natural disasters; exposure to adverse weather conditions and wildlife; exposure to biting insects and wildlife, including insects and wildlife that may carry disease; building collapses and other construction or engineering defects; malfunctioning equipment related to any of the above-described activities; slippery and/or uneven surfaces; and exposure to infectious sicknesses and diseases, epidemics, and pandemics (collectively, the “Inherent Risks”). **There may be other risks, which may not be known by me, or predicted and controlled by the Program, and which could result not only in injury but in social, economic, or other kinds of losses either not known to me or not foreseeable at this time, and I acknowledge these are included within the Inherent Risks.** The Inherent Risks may be caused by my own actions or inactions, the actions of others, the conditions in which the Program takes place, or the negligence of the “Released Parties” named below. I also understand that Program activities may require physical exertion and any participant should be in good physical health. I further understand it is my responsibility to provide adequate clothing for myself to participate. If I am not in good health, I realize this may create additional risk. **I FULLY AND VOLUNTARILY ACCEPT AND ASSUME ALL SUCH INHERENT RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES** incurred by me as a result of my participation in the Program.

RELEASE: I HEREBY RELEASE, DISCHARGE, AND AGREE NOT TO SUE CHCC, and any of its directors, agents, officers, affiliates, volunteers and employees, and sponsors and vendors, and other participants in the Program (collectively, the “Released Parties”), and each of them, of and from, and do discharge and waive, any and all claims, demands, losses, damages, and liabilities that I may have or sustain, including attorneys’ fees and costs, with respect to any and all property damage, economic loss, medical expense, personal injury, and other expense, injury, or harm and/or death arising directly or indirectly out of my participation in the Program, including without limitation any and all of those Inherent Risks described above. The foregoing sentence shall apply (without limitation) to all claims, demands, losses, damages, and liabilities, **including but not limited to claims for negligence**, loss of consortium, and wrongful death, but shall not apply to claims related to gross negligence, intentional and/or willful acts of misconduct.

APPLICATION OF COVENANTS AND UNDERSTANDINGS: The covenants and undertakings of this Release are given for and shall be binding upon my family, heirs, estate, next of kin, executors, administrators, legal representatives, guardians, beneficiaries, successors, and assigns.

INDEMNIFICATION: I FURTHER AGREE TO INDEMNIFY, SAVE, AND HOLD HARMLESS the Released Parties, and each of them, from and against any and all claims, demands, losses, damages, attorneys' fees and costs (including expert witness fees), expenses, and liabilities made against or incurred by any of them, including those for indemnity, contribution, or otherwise, arising from my participation in the Program and the Inherent Risks, whether resulting from claims, actions, or lawsuits asserted by me or by another person against the Released Parties, except to the extent prohibited by applicable law.

PHOTO AND RECORDING ACKNOWLEDGEMENT: I ACKNOWLEDGE that CHCC may take photographs or film or digital recordings of me and other participants during Program activities, and I hereby authorize CHCC and its agents to take, use, display, publish, reproduce, and distribute any and all photographs and recordings that include my image and to create derivative works based upon all such photographs and recordings, including use in media releases, reports on the findings of the Program, marketing and promotional materials, newsletters, and websites, social media, and electronic communications.

CONSENT TO EMERGENCY MEDICAL TREATMENT: Should I be injured or become ill while participating in the Program, I CONSENT to emergency medical treatment, and transport to a hospital or clinic for care. I certify that I am covered by a personal or group insurance plan or policy that will cover medical, hospitalization, emergency transportation and treatment, and other expenses of treatment and care should I be injured or become ill while participating in the Program activities, including while overseas, and that I have provided or will provide the plan or policy information to CHCC. I agree to pay all costs of medical treatment, transportation, or care incurred due to my illness or injury during the time participating in activities in the Program that are not covered by such insurance policy. I agree that no health or life insurance, accident or disability insurance, or unemployment insurance shall be provided for me by CHCC. Further, I understand that that preventive medical treatments (such as vaccinations) and medicines may be necessary for traveling and residing in some foreign countries. I agree that it is my personal responsibility to seek advice from my physician to determine what if any treatments and medicines are recommended, procure them, and use them at my own risk.

VOLUNTEER RELATIONSHIP: Although CHCC in its sole discretion may defray some of my expenses arising from my participation in the Program, I understand and agree that I will receive no compensation, in cash or in kind, for any duties or services which I may perform in the Program and am acting strictly as a volunteer. Although I am required to obey all Program rules and regulations while participating in the Program, I understand and agree that I will in no way be considered an employee, contractor, or agent of CHCC.

PERSONAL TRAVEL: I ACKNOWLEDGE that any travel or activities I undertake independently of the Program itinerary, including but not limited to early arrival or extended stay for tourism or other personal purposes (collectively, "Personal Travel"), are outside the scope of the Program. I understand and agree that I am solely responsible for all risks, costs, and liabilities arising from any Personal Travel, and I do not expect CHCC to provide supervision, emergency assistance, or other support in connection with Personal Travel.

MISCELLANEOUS: If any provision of this document is determined to be invalid for any reason, such invalidity shall not affect the validity of any of the other provisions, which other provisions shall remain in full force and effect as if this document had been executed with the invalid provision eliminated, and such invalid provision may be modified by a judicial tribunal (including an arbitrator) to make such provision enforceable, consistent with the parties' intent in entering into this document. I understand and agree that this document is intended to be as broad and inclusive as permitted under applicable law, and that this document provides the broadest release and waiver of claims as permitted under applicable law.

BY SIGNING BELOW, I ATTEST AS FOLLOWS: I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY; AND I HAVE HAD THE OPPORTUNITY TO REVIEW THIS DOCUMENT WITH LEGAL COUNSEL, IF I WISH, BEFORE SIGNING BELOW.

Adult Participant's Signature

Printed Name

Date