

Nassau Presbyterian Church

Acknowledgment and Assumption of Risk and Release from Liability

This legally binding Agreement, inclusive of a release of claims and a covenant not to sue, is executed by the undersigned (the “participant”), _____ (full name of participant) whose address is _____ and provided to Nassau Presbyterian Church, 61 Nassau Street, Princeton, NJ 08542 (the “Trip Sponsor”).

1.0 In submitting the required forms and payment I agree to accompany Mark Edwards, Director of Youth Ministry at Nassau Presbyterian Church and/or chaperones (individually or collectively, the “Staff Member”) appointed by him, on a trip to the Taizé Community on or about July 17 – 29, 2019 (the “Trip”). I understand and hereby acknowledge that my ability to participate in the Trip is wholly discretionary on the part of the Trip Sponsor, and that if I do not sign this document, and agree to its terms, I will not be permitted to participate

2.0 In consideration being permitted to participate in the Trip, I release, waive, and forever discharge, the Trip Sponsor, and its governing boards, officers, agents, employees, and volunteers (collectively “Releasees”), from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature which (collectively “Claims”) I may have or which may hereafter accrue to me and /or my heirs or estate, arising out of or related to any loss, damage, or injury, including but not limited to suffering and death (collectively “Injuries”), that may be sustained by me or by any property belonging to me, whether caused by the negligence or carelessness of the Trip Sponsor or otherwise, while I am in, on, upon, or in transit to or from the premises where the Trip occurs or is being conducted; and I hereby covenant not to sue Releasees for any Claim(s) related to and such Injury(ies).

3.0 I have signed this Agreement in full recognition and appreciation of the dangers, hazards, and risks associated in any way with my accompanying the Staff Member on the Trip, which dangers include but are not limited to serious or even mortal injuries and property damage as well as criminal prosecution for my actions. These include risks involved in my traveling to and from, and immersing myself within, one or more foreign countries; foreign political, legal, social and economic conditions; different standards of design, safety and maintenance of buildings, public places and conveyances and local medical and weather conditions. I understand that these and other risks are further described in the U.S. Department of State Consular Information Sheet and Travel Warning for the country or countries to which I will be traveling. I have accessed the applicable Information Sheet(s) and Travel Warning(s) at <http://travel.state.gov/travel/>. I further understand that domestic travel also involves risks that in some circumstances are similar to those presented by international travel. I understand that my housing may be located in an area that is dangerous to my personal health and safety. I understand that there are unascertainable risks of a pandemic and that I may be subject to quarantine while traveling internationally or within the United States. I further attest that I have fully discussed the aforementioned risks and hazards, and I have individually assumed the risks involved with accompanying the Staff Member on the Trip.

4.0 I understand and agree that Releasees do not have medical personnel available at the location of the Trip. I understand and agree that Releasees are granted permission to authorize emergency medical treatment for me if necessary and that such action by Releasees shall be subject to the terms of this Agreement. I understand and agree that Releasees assume no responsibility for any injury or damage that might arise out of or in connection with such authorized emergency medical treatment. I authorize the Staff Member to take whatever action it deems necessary and in my best interest (including transporting me out of the country) in the event of medical needs or social or political unrest or any other unforeseen event or condition. I further state that there are no health-related reasons or problems which preclude or restrict my participation on this Program, and that I have adequate health insurance necessary to provide for and pay any medical costs that may be attendant as a result of injury to me. If the Trip Sponsor incurs any expenses on my behalf that are not covered by insurance, I agree to reimburse the Trip Sponsor for such expenses.

5.0 It is my express intent that this Agreement shall bind the members of my family, if I am alive, and my family, estate, heirs, administrators, personal representatives, or assigns, if I am deceased, and shall be deemed as a release and covenant not to sue in favor of the above-named Releasees.

Nassau Presbyterian Church

Acknowledgment and Assumption of Risk and Release from Liability

6.0 I understand I am solely responsible for the consequences of my actions and I am responsible for exercising caution and common sense while accompanying the Staff Member on the Trip. I also understand the Trip Sponsor is not responsible for assisting me with any legal action that results from my actions while accompanying the Staff Member on the Program. I further agree to save and hold harmless, indemnify, and defend Releasees from any claim by me, or any other person or entity, arising out of my actions while accompanying the Staff Member on the Trip.

7.0 In signing this Release, I acknowledge and represent that I have fully informed myself of the content of this Agreement by reading it before I sign it, and that I have reviewed it, and I understand what it means and that I sign this document as my free act and deed. No oral representations, statements, or inducements, apart from the foregoing written statement, have been made to me by or on behalf of the Trip Sponsor.

8.0 I further agree that this Agreement shall be construed in accordance with the laws of the State of New Jersey. If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law, the validity of the remaining portions of this Agreement shall not be affected thereby.

IN WITNESS WHEREOF, I have executed this Release this _____ day of _____, _____.

THIS IS A RELEASE OF LEGAL RIGHTS. READ BEFORE SIGNING.

(Name – Printed)

(Signature)

Date

I, _____, a Notary Public in the state of _____, hereby certify that, on the _____ Day of _____, _____, the above-signed Party, _____ personally appeared before me, presented government-issued identity documents, signed the foregoing agreement, and have averred that the statements therein contained are true and correct.

Notary Public Signature

My Commission Expires: _____