

# 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 guardian(s) of \_\_\_\_\_ (Full legal name of Minor) whose address is \_\_\_\_\_ and provided to Nassau Presbyterian Church, 61 Nassau Street, Princeton, NJ 08542 (the "Trip Sponsor").

1.0 We, the undersigned, request that \_\_\_\_\_ (Full legal name of Minor) (referred to as our "Child") be granted permission 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 our Child's ability to participate in the Trip is wholly discretionary on the part of the Trip Sponsor, and that if we do not sign this document, and agree to its terms, our Child will not be permitted to participate

2.0 In consideration of our Child being permitted to participate in the Trip, we 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") we and/or our Child may have or which may hereafter accrue to us, our Child, and /or any heirs or estate thereof, 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 our Child or by any property belonging to us and/or our Child, whether caused by the negligence or carelessness of the Trip Sponsor or otherwise, while our Child is in, on, upon, or in transit to or from the premises where the Trip occurs or is being conducted; and we hereby covenant not to sue Releasees for any Claim(s) related to and such Injury(ies).

3.0 We have signed this Agreement in full recognition and appreciation of the dangers, hazards, and risks associated in any way with our Child's 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 our Child traveling to and from, and immersing himself/herself 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. We have accessed the applicable Information Sheet(s) and Travel Warning(s) at <http://travel.state.gov/travel/>. We further understand that domestic travel also involves risks that in some circumstances are similar to those presented by international travel. We understand that our Child's housing may be located in an area that is dangerous to his/her personal health and safety. We understand that there are unascertainable risks of a pandemic and that our Child may be subject to quarantine while traveling internationally or within the United States. We further attest that we have fully discussed the aforementioned risks and hazards, and we and our Child have individually assumed the risks involved with our Child accompanying the Staff Member on the Trip.

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

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

6.0 We understand our Child is solely responsible for the consequences of his/her actions and our Child is responsible for exercising caution and common sense while accompanying the Staff Member on the Trip. We also understand the Trip Sponsor is not responsible for assisting our Child with any legal action that results from his/her actions while accompanying the Staff Member on the Program. We further agree to save and hold harmless, indemnify, and defend Releasees from any claim by our Child, 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, we acknowledge and represent that we have fully informed ourselves of the content of this Agreement by reading it before we sign it, and that we have reviewed it, and we understand what it means and that we sign this document as our free act and deed. No oral representations, statements, or inducements, apart from the foregoing written statement, have been made to us by or on behalf of the Trip Sponsor.

8.0 We 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.

9.0 We further state that we are our Child's \_\_\_Parent(s)/ \_\_\_\_\_ Guardian(s), and are fully competent to sign this Agreement; and that we execute this Agreement for full, adequate, and complete consideration fully intending for ourselves and for our Child to be bound by the same.

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

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

\_\_\_\_\_  
(Name - Printed)

\_\_\_\_\_  
(Name - Printed)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
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: \_\_\_\_\_