

# INTERNATIONAL MISSIONS TRIP AGREEMENT TRIP DATE\_\_\_\_\_

## Agreement:

For purposes of this agreement, the undersigned shall include, but not be limited to, the applicant/participant and/or parent/guardian, and will hereafter be referred to as "Applicant."

The Applicant presents this agreement, which if accepted by South Texas Children's Home Ministries, together with any payments or performances required of Applicant hereunder, becomes a legal and binding contract, including the additional documents executed contemporaneously herewith, of which good, lawful, and sufficient consideration is hereby acknowledged as received from South Texas Children's Home Ministries. The Applicant forever binds ourselves, heirs, executors, attorneys in fact, or other representatives to the terms of this agreement. This agreement is performable in Bee County, Texas, in the event of any dispute of litigation which might arise under the terms of enforcement of any portion of the agreement of the aforementioned parties. Venue is stipulated to be in Bee County, Texas. In any event that one or more

of the provisions of this agreement, or any of the documents incorporated herein, should be determined to be legally insufficient, illegal, unlawful, barred, or otherwise unenforceable, then this agreement shall be read as if any offending provisions had been deleted in their entirety, and the remainder of the agreement shall remain fully enforced as stated. The Applicant represents that the undersigned has the authority and capacity to sign and enter into this agreement in the capacity as stated. This agreement shall be effective one year after its execution. Additional consideration and performances of the parties are described thereafter.

## Authority to Send Home:

In case of unexpected occurrences where the Applicant must be sent home for disciplinary problems, medical issues, or any other emergency, Applicant agrees to pay the cost of transportation and reasonable expenses. In the event of disciplinary issues, a reasonable effort will be made to resolve the problem with the Applicant in the field with the support of the advisory staff, before resorting to this remedy.

Signature – Applicant/Participant

Signature – Parent/Guardian (if applicant is a minor)

### **INSURANCE AND MEDICAL**

#### Provision of Insurance:

If traveling out of the United States with South Texas Children's Home Ministries, it is the responsibility of the Applicant to verify with his/her own insurance provider that the benefits will cover out-of-country services.

Insurance Provider:

Primary Policy Holder:

Policy/Identification #: \_\_\_\_\_ Group #: \_\_\_\_\_

## Authorization and Consent for Medical Treatment:

In the event the Applicant is less than 18 years of age at the time of the anticipated trip, or is otherwise legally incapacitated or disabled (consult counsel if you are unsure of this), it is absolutely necessary for the parent/guardian to sign this portion of the agreement. If the Applicant is 18 years of age or older and is legally capable, he/she must sign the consent for medical treatment for himself/herself.

Medical Release for MINOR (17 years of age or younger or otherwise incapacitated or disabled):

If such treatment is recommended by a competent physician or surgeon and is performed by qualified medical personnel, I will not hold (name of individual in charge of group)\_\_\_\_\_\_\_ or anyone connected with South Texas Children's Home Ministries responsible in case of adverse results or problems that arise from such treatment.

It is understood that this release is valid only in case of an emergency and that a reasonable effort will be made to inform me of the problem and seek my personal decision before taking any action. However, if I cannot be reached, the above named person is given my permission to do whatever is necessary.

Signature – Parent/Guardian Medical Release for ADULT (18 years of age or older):

If such treatment is recommended by a competent physician or surgeon and is performed by qualified medical personnel, I will not hold (name of individual in charge of group)

or anyone connected with South Texas Children's Home Ministries responsible in case of adverse results or problems that arise from such treatment.

It is understood that this release is valid only in case of an emergency and that I cannot consent to my treatment myself

Signature - Applicant/Participant

Disclosure of Risk:

I (we) understand that traveling during the course of this ministry may increase the possibility of exposure to risk of accident, injury, disease, and criminal, or political aggression. When working in a ministry in underdeveloped economies and/or countries, there is a potential for problems with lack of sanitation, law enforcement protection, and health standards for local and foreign individuals. Outright discrimination against U.S. citizens, Christians, or persons of particular ethnic background may be encountered. While it is understood that this mission is a benevolent undertaking and that members of these expeditions often bring home the reward of satisfaction for service accomplished and gratitude received, it cannot be assumed that the threat of danger or harm described herein will not occur on rare occasions. The possible risk of the participant may include injury.

\_\_\_\_ I (we) have read the <u>Disclosure of Risk</u> and understand it.

(initial)

# Assumption of Risk:

Having read the above Disclosure of Risk, which discloses the risks involved in participating in this expedition, I (we) willingly consent and agree to assume all risk and responsibility associated with the proposed trip/expedition, which possibly includes injury, illness, disability, or death.

\_\_\_ I (we) have read the <u>Assumption of Risk</u> and understand it.

Date

Date

# Additional Agreements:

- 1. Applicant agrees that all arrangements for transportation, meals, and accommodations shall be made by South Texas Children's Home Ministries, or any representative thereof, in its sole discretion.
- 2. Applicant agrees that any costs or expenses incurred by the Applicant for any medical care, medical transportation, hospital care, and other related medical services are the responsibility of, and shall be paid by Applicant directly to the provider at the time of rendition of services. Under no circumstance is South Texas Children's Home Ministries able to advance payment or undertake any responsibility related to medical or emergency care.
- 3. Applicant agrees that South Texas Children's Home Ministries or its authorized representative, in its sole discretion, reserves the right to cancel or alter any part of the planned trip. No payments will be refunded unless South Texas Children's Home Ministries has not yet made payment for anticipated services, and is released from the liability for any claims relating thereto, at the time of cancellation of service.
- 4. Applicant agrees that costs for transportation, accommodations, travel, or other expenses as a result of having to deviate from the planned itinerary as a result of emergency, sickness, quarantine, weather, strikes, delay, changes in service, war, government action, or other contingencies, causing additional cost not contemplated in the original itinerary, shall be paid by the Applicant, for which Applicant specifically assumes responsibility and guarantees payment herein.
- 5. Applicant agrees that any photos taken of them during the mission trip may be used in South Texas Children's Home Ministries advertising and publications.

I (we) have read the Additional Agreements and understand it.

#### (initial) Warranties and Representations:

I (we) hereby warrant and guarantee that all representations made by us, whether orally or in this agreement, are true and correct and that I (we) have fully disclosed any and all conditions concerning any spiritual, mental, and physical health or condition, and represent that participant is in a good and stable emotional state, good spiritual, mental, and physical health. Participant is thereby able to manage under the hardship, stress, or risk associated with the proposed trip/adventure. I (we), have made all statements and representations in this agreement, as further inducement for South Texas Children's Home Ministries to accept me (us) for this mission trip. I (we) accept full responsibility for any harm or result to disclose any pertinent disability, hardship, predisposed condition, or other unrevealed issue which might have any adverse effect on participant during this mission trip.

I (we) have read the Warranties and Representations and agree to it.

# (initial)

(initial)

# Agreement to be Bound by all Provision:

Wherefore, in consideration of the promises, covenant, representations, payments, and performances made, required to be made now or in the future under the following Agreement, the undersigned parties agree to their terms recited in above Agreement: grant the various powers and authority as recited therein: guarantee the performances of duties as described: promise to guarantee payment in all circumstances described; make warranty or inducement thereof; acknowledge full disclosure as stated herein; assume indemnity as therein provided, assume all risk as therein provided and grant release of liability as so described, to which the parties hereto evidence their agreement and performance to be bound herein shown by their initials given at the end of the following agreement on the date shown.

\_\_\_\_\_ I (we) have read the Agreement to be Bound by all Provision, and agree to it.

*I (we) have read through and understand the entire <u>Agreement</u>, and agree to abide by it. (initial of minor)* 

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## **GENERAL RELEASE OF LIABILITY CLAIMS**

I (we) have executed the general release of liability of claims against South Texas Children's Home Ministries and any employee, agent, officer, or volunteer of the above named organization from any and all claims as set out in said general release of liability which is specifically incorporated by reference herein. I (we) represent that I (we) have authority and capacity under law to execute and be bound by the terms of this agreement, and under the general release of liability, or that the person (persons) also signing this agreement, and general release of liability, is (are) the legal parent or guardian having authority to sign and bind the applicant to the terms of any of the foregoing documents referenced herein.

Signature - Applicant/Participant	Signature – Witness	Date
Signature - Parent/Guardian (if applicant is a minor)	Signature – Witness	Date
For an Acknowledgement:		
State of		
County of		
The foregoing instrument was acknowledged before	me on the day of	, 20
by	(name of individual) who is p	ersonally known to me or has
produced	(type of ID) as identification.	
Notary's Signature	Date	