

ASSUMPTION OF RISKS, WAIVER AND RELEASE OF LIABILITY  
Short Term Mission Trip (Adult)

This ASSUMPTION OF RISKS, WAIVER AND RELEASE OF LIABILITY, hereinafter "AGREEMENT" is hereby made between Bethel Korean Church, a Ca. Religious Organization (hereinafter "BETHEL") and \_\_\_\_\_, (hereinafter "PARTICIPANT") concerning the short term mission trip to \_\_\_\_\_ scheduled date(s) from \_\_\_\_\_ to \_\_\_\_\_, (Subject to change) hereinafter (MISSION TRIP).

MISSION TRIP may consist of visits to areas that may be subjected to accidents, food and water related illnesses, diseases, war, political unrest, injury from construction projects, lack of medical facilities, terrorist threats, persecution by government officials, and other calamities.

1) **WAIVER AND RELEASE:** In Consideration for PARTICIPANT participating in MISSION TRIP, the undersigned and his/her personal representatives, assignees, heirs, successors and next of kin, hereby forever releases, waives, discharges and covenants not to bring legal action, demand or claims against BETHEL, including its directors, officers, employees, sponsors, agents and drivers (hereinafter collectively referred to as RELEASEES) for all past, present and future claims for: a) injury, b) death, c) demands, d) damages of every kind, e) costs, f) loss of services, g) expenses, h) loss of profits, i) all known and unknown injuries, j) compensation of every kind, arising out of PARTICIPANTS participation in MISSION TRIP which may affect the undersigned or his/her property, including those caused by the negligence of the RELEASEES or otherwise, including traveling to and from the activity, including delays and changes in travel dates which may increase the duration of the MISSION TRIP.

2) **ASSUMPTION OF RISKS:** PARTICIPANT hereby declare and represent he/she has independently considered the potential risks, including potential injuries and damages related to PARTICIPANT'S participation in the MISSION TRIP, and assumes all responsibility for all: a) injury, b) death, c) demands, d) damages of every kind, e) costs, f) loss of services, g) expenses, h) loss of profits, i) all known and unknown injuries, j) compensation of every kind, including for damages due to the negligence of RELEASEES or otherwise, including traveling to and from the activity, including delays and changes in travel dates which may increase the duration of the MISSION TRIP.

3) **CA CIVIL CODE SECTION 1542 RELEASE:** PARTICIPANT has been advised of the provisions of California Civil Code Section 1542, which reads as follows:

**"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."**

PARTICIPANT hereby waives the provisions of the California Civil Code Section 1542, and the provisions of any comparable law of any applicable jurisdiction and acknowledges that he/she is aware that the purpose and intent of the releases contained herein shall be construed as general and unqualified release of unknown claims pursuant to the terms hereof. The foregoing waiver of the provisions of Section 1542 was bargained for, and PARTICIPANT hereby acknowledges and agrees that this waiver is an essential and material term of this AGREEMENT.

4) **SEVERABILITY:** The undersigned further expressly agrees that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by the laws of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall continue in full force and effect.

By the PARTICIPANT's signature below, PARTICIPANT hereby declares that he/she has read this AGREEMENT, fully understand its contents, and is voluntarily signing this AGREEMENT with the intention of forever waiving all of his/her rights (as described in this AGREEMENT) against RELEASEES and assuming the risks related to the MISSION TRIP.

PARTICIPANT:

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Printed Name	Signature	Date
Bethel Korean Church, 18700 Harvard Ave., Irvine CA 92612	Tel: 949-854-4010	Fax: 949-854-4018