



**Full Release and Promise Not to Sue
Concordia University Texas and Its Representatives for Negligence**

Program: Missional Youth Retreat

Start Date: June 6, 2021

End Date: June 10, 2021

Concordia: Concordia University Texas, 11400 Concordia University Drive, Austin, Texas 78726

Participant: Name: _____ Birth date: _____

IMPORTANT: CAUTION! THIS AGREEMENT INCLUDES A RELEASE OF LEGAL RIGHTS. *DO NOT SIGN IT UNTIL YOU HAVE READ, UNDERSTOOD, ACCEPTED, AND INITIALED AT THE BOTTOM OF ALL 5 PAGES, THE TERMS AND RISKS IDENTIFIED IN THIS AGREEMENT (INCLUDING THE GLOSSARY).*

Signature: _____ Date: _____

Parent/Guardian: Name: _____ *(Needed if Participant is a minor)*

Signature: _____ Date: _____

1. Basic Acknowledgements

- 1.1 Participant hereby agrees to all of the terms and conditions of this Assumption of Risk, Release and Participation Agreement ("Agreement"), without exception or reservation of any kind, and acknowledges that in the absence of this Agreement Participant will not be permitted to engage in the Program.
- 1.2 **Participant acknowledges and understands that travel can be HAZARDOUS.** While Concordia University Texas and its affiliates ("Concordia") have taken reasonable and prudent steps to reduce foreseeable risk, significant risk may exist for personal injury, illness, death or property damage related to my participation in this **Program**. Participant agrees that travel to and from the Program, participation in sponsored and non-sponsored activities, overnight lodging, tours or other activities related to the Program can also be **HAZARDOUS**. Participant understands that the following applies to all activities undertaken during the Program.
- 1.3 I acknowledge that I have freely chosen Concordia and this Program, and thus my participation in this Program is purely **voluntary**.
- 1.4 I am an adult, over eighteen years of age. *(If not, this document is co-signed above by one or more of my parents or guardians.)*
- 1.5 I have read this document thoroughly, including the Glossary at the end. I fully understand that my signature means that, in consideration of my acceptance into the Program, I am accepting all risks related to my participation in the Program. I acknowledge that this document, including the Glossary, contains serious and substantial language regarding potential harm to me or my belongings.
- 1.6 I have read, or will read, and am responsible for knowing and understanding the contents of, any and all materials supplied by Concordia to prepare me for this experience. I have participated in, and/or will participate in, with full attention, all orientation events required for this Program.

2. Medical Matters

- 2.1 Prior to participation in the Program, I will consult with a health care practitioner of my choice in order to become familiar with the Biomedical Hazards that may be encountered in the Program and to obtain the appropriate means of **Medical Prevention** or mitigation.

- 2.2 I am aware of my personal medical needs. Whether or not I have exercised my opportunity to consult with a health care practitioner of my choice, I assure Concordia that there are no health related reasons, physical or psychological impairments or problems that in the exercise of reasonable care would preclude or restrict my participation in the Program, or would put myself or others in danger by my participation.
- 2.3 I will exercise reasonable and/or recommended precautions with respect to food, drink, personal hygiene, personal conduct, and exposure to known disease risk factors. I further agree to follow health guidelines which I received before or while participating in the Program.
- 2.4 I am aware of the coverage and limits of my own health insurance. I have arranged for whatever insurance I consider adequate to meet any and all needs for payment of medical care while participating in this program.
- 2.5 I GRANT CONCORDIA FULL AUTHORITY TO TAKE WHATEVER ACTION THEY FEEL IS WARRANTED UNDER THE CIRCUMSTANCES REGARDING MY PHYSICAL AND MENTAL HEALTH AND SAFETY, INCLUDING PLACING ME, AT MY OWN EXPENSE, IN A HOSPITAL AT ANY POINT FOR MEDICAL SERVICES AND TREATMENT, OR IF NO HOSPITAL IS AVAILABLE, TO PLACE ME IN THE HANDS OF A LOCAL HEALTH CARE PROVIDER FOR TREATMENT. CONCORDIA IS FURTHER AUTHORIZED TO RETURN ME TO MY PLACE OF ORIGINAL DEPARTURE OR TO ANOTHER LOCATION FOR MEDICAL TREATMENT IF NECESSARY. IN THE EVENT THAT I AM UNABLE TO ACT FOR MYSELF, I HEREBY AUTHORIZE CONCORDIA'S EMPLOYEE(S) OR AGENT(S) WHO IS SUPERVISING THE PROGRAM TO ACT ON MY BEHALF IN AUTHORIZING AND CONSENTING TO EMERGENCY MEDICAL CARE INCLUDING SURGERY, IF NECESSARY, DENTAL CARE, AND/OR HOSPITALIZATION IF I BECOME ILL OR AM INJURED WHILE PARTICIPATING IN THE PROGRAM. THIS AGREEMENT MAY BE PRESENTED TO THE APPROPRIATE MEDICAL/DENTAL STAFF AT SUCH TIME AS EMERGENCY MEDICAL CARE, DENTAL CARE OR HOSPITALIZATION IS REQUIRED.
- 2.6 ULTIMATELY, I ASSUME ALL RISK FOR THE COST OF MY MEDICAL CARE, INCLUDING TRANSPORTATION AND HOSPITALIZATION, WHILE IN, OR IN TRANSIT TO OR FROM, ANY OFF-CAMPUS DESTINATION. I HEREBY RELEASE AND DISCHARGE CONCORDIA FROM ANY AND ALL CLAIMS OF ANY NATURE WHATSOEVER WHICH MAY ARISE OUT OF THE DECISION TO PROVIDE EMERGENCY MEDICAL CARE, DENTAL CARE OR HOSPITALIZATION DURING THE PROGRAM.

3. Activity Matters

- 3.1 I will not participate in any Activities which: 1) involve extraordinary or apparent risks; 2) are identified as **Hazardous Activities** in the Glossary; or 3) a reasonable person would not undertake when aware that the action has significant risk of Loss.
- 3.2 I understand that possession, sale, distribution or use of illegal drugs or a weapon(s) will constitute grounds for terminating my participation.
- 3.3 I am aware that my behavior can reflect, for better or worse, upon Concordia. Throughout the experience I will behave in a manner consistent with all Concordia and affiliated organization policies which apply to me. This may include, but is not limited to, student life policies, employee handbooks, and behavioral expectations. I further agree to comply with any rules, standards of behavior or instructions Concordia's employee(s) or agent(s). I agree that such employee(s) or agent(s) shall have the right to enforce such rules, standards of behavior or instruction.
- 3.4 In the event that the University, in its exclusive discretion, should determine that my conduct is detrimental to the University or to other participants, the University may terminate my participation in this Program.
- 3.5 As a guest in on the campus, certain behaviors and forms of attire fully acceptable at home may not be acceptable or may be offensive to the local community and such behaviors or attire could lead to the University, in its exclusive discretion, to disrupt or terminate my participation in this Program.
- 3.6 In recognition of and in addition to the above, I acknowledge the need for the following promises, agree to abide by them, and realize that I could be sent home at my own expense for dishonoring any of them:
- A. I will abide by the Concordia employee policies on drugs and alcohol at all times.
 - B. I will participate in all scheduled activities unless I am ill or prevented from attending for causes beyond my control.
 - C. I will abide by dress and cultural standards suitable to the destinations visited.
- 3.7 I will remain with the Concordia employee of whom I am a guest at all times unless in their private office
- 3.8 I will not be present with my employee in any classroom while class is in session

4. Other Matters

- 4.1 I understand and agree that I am responsible to have sufficient funds available for: 1) personal care while

participating in the Program, 2) restoration of any Loss, and

- 4.2 Should I have or develop legal problems while on the Program, I will attend to the matter with my own personal funds. Concordia is not responsible for providing any assistance under such circumstances.
- 4.3 I understand and agree that :
- A. Concordia reserves the right to make cancellations, changes or substitutions in emergencies or changed conditions or, to alter the cost in order to meet unexpected changes in the cost of delivering the program
 - B. If performance of the conditions and agreements in the current Program brochures and information distributed to me must be altered because of war, strike, weather, government restrictions or regulations, act of God, or any other similar reason, Concordia has the right to alter or cancel all or part of the Program; and
 - C. Refund can be made only of those funds not actually used or committed, and the amount of refund will be determined on individual **Participant** basis by Concordia.
- 4.4 I agree that this agreement is meant to be as broad and inclusive as permitted by, and will be construed under, Texas law, and that Travis County, Texas will serve as the venue for any legal proceedings incident to the Program. The terms of this agreement are severable, such that if a court of law holds any term to be illegal, unenforceable, or in conflict with law, the validity of the remaining portions will not be affected. This agreement supersedes any earlier written or oral understandings or agreements between Concordia and Participant.
- 4.5 **I ACKNOWLEDGE THAT I COULD EXPERIENCE SIGNIFICANT AND NON-COMPENSABLE LOSS WHILE A PARTICIPANT IN THIS PROGRAM, INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:** bodily illness, personal injury, dismemberment or death, lawful or unlawful detention (i.e., jail or kidnapping), deprivation, disappearance, damage, destruction or theft (or the like) of personal property, including luggage and personal effects; additional expenses due to Travel Risks; inconvenience, delay, or embarrassment, and loss due to any of the additional risks particular to this trip and/or destination, or included on any additional listing of specific risks made available to me.
- 4.6 **I HEREBY SPECIFICALLY ASSUME THE RISKS OF POTENTIAL OR ACTUAL PERILS AND HAZARDS ATTENDANT TO (AND INCLUDING BUT NOT LIMITED TO) ACTIVITIES, BIOMEDICAL HAZARDS, NATURAL HAZARDS.**
- 4.7 **IN CONSIDERATION OF MY PARTICIPATION IN THE PROGRAM, I AGREE (ON BEHALF OF MYSELF AND MY HEIRS, SUCCESSORS, PERSONAL REPRESENTATIVES AND ASSIGNS), TO FULLY AND FOREVER RELEASE, HOLD HARMLESS, AND INDEMNIFY CONCORDIA UNIVERSITY TEXAS, INCLUDING ITS PAST AND PRESENT BOARD MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, AND INSURERS FROM AND AGAINST ANY LIABILITY, DAMAGES, CLAIMS, LAWSUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS FEES AND COSTS OF INVESTIGATION), AND ACTIONS OF ANY KIND OR DESCRIPTION FOR ANY DAMAGE TO OR LOSS OF MY PROPERTY OR THE PROPERTY OF ANOTHER, ANY INJURY TO ME OR MY DEATH, OR THE INJURY TO OR DEATH OF ANY OTHER PERON OR ANY ONE OR MORE OF THE FOREGOING, AIRSING OUT OF MY PARTICIPATION FOR ANY PURPOSE IN THE PRGORAM, INCLUDING ANY DAMAGE, LOSS OR INJURY CAUSED BY ANY ACT OR OMISSION ON THE PART OF CONCORDIA, INCLUDING ANY NEGLIGENT CONDUCT OF CONCORDIA but excluding any gross negligence or willful misconduct of Concordia.**

Glossary

Note: key terms and descriptions include all eventualities and alternatives, whether listed or not listed.

Activities - All Program undertakings involving physical work, sports, or recreational activities.

Attached Listing - Risks and hazards specific to this particular Program, attached to this document as a separate page.

Biomedical Hazards - These include, but are not limited to, infectious, tropical, parasitic, and other diseases, viruses or bacteria; contaminated water or food; and insect, spider, snake, fish, or animal bites, which may cause Loss.

Concordia – Concordia University Texas, all related, affiliated and subsidiary entities and its entire faculty, staff, trustees, insurers, agents, assistants or volunteers either in their individual capacities or by reason of their relationship to Concordia University Texas, or their successors. A specific affiliate is Can-Do Missions.

Emergency Contact - The person(s) who should be notified as quickly as possible in the event of an emergency involving Participant.

Hazardous Activities - Exceptionally dangerous events, including but not limited to, rock climbing, rappelling, scuba, free or high diving; white water rafting; bungee jumping; running with bulls; motorcycle or motorized scooter riding; spelunking; dangerous hiking; hitchhiking; intentional or unwitting Travel into areas with hazard of criminal, political or terrorist activity, unrest or danger.

Loss - See paragraph 6.7 above

Medical Prevention - Inoculation, immunization, or prophylactic prescription of medications.

Natural Hazards - Perils of extreme weather and acts of God, including but not limited to earthquake, fire, flood

and avalanche.

Parent/Guardian - Signature of parent or guardian is required **only** when Participant is under 18 years of age.

Participant - Program participant named below and sometimes identified in the document as: I/me/my/mine”.

Program - All activities and Travel pertaining to the activity identified below, from the commencement to the completion of all Travel.

Travel - Transportation or excursions by any means of conveyance (e.g. airplane, bicycle, bus, boat, motorcycle, skateboard, taxi, train), whether planned or spontaneous, and whether individually or as part of a group.

Travel Risks - Risk of Loss, delays, changes in the means of transportation or in the performance of other services; sickness, weather, vehicle accidents, strikes, wars, natural disasters, pickpockets, official corruption, or other unforeseen political, social, or legal risk.

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