



Heartland International Mission

CHURCH LAW

Many churches send groups overseas on short-term mission projects. The benefits to both participants and recipients are great, but, unfortunately, the risks associated with these trips at times can be substantial. However, there are a number of ways for these risks to be reduced or avoided.

One method is to check with your church insurance agent to determine if your insurance covers injuries to these volunteers while overseas. If you have no such coverage (most churches will not), ask your agent how to obtain it. If this is not possible, you will probably want to consider use of an assumption-of-risk form.

Because individuals participating on such trips often expose their church to a significant uninsured risk, and because churches lack meaningful opportunity to adequately supervise such projects or guard participants from all risks, some churches consider it appropriate to require adult volunteers to assume the risks associated with such trips. The form below allows a volunteer to assume these risks, and it enables the volunteer to release the church and its officers and agents from liability based on the volunteer's death, injury, or illness.

Note that a word of caution is due: Assumption-of-risk forms are not recognized in all states. If your state does not recognize such forms, your church needs to work on further ways to reduce its risk, such as obtaining adequate insurance coverage for injuries that may occur on the trip, stepping up the prior training of volunteers, and increasing supervision of the volunteers while on the trip. The idea, after all, is to have a safe and effective trip that serves others in Christ's name and does not cause harm to anyone.

Included below:

- Waiver of Liability and Assumption of Risk for an adult delegate
- Waiver of Liability and Assumption of Risk for a minor delegate (18 or under)
- Minor Permission Release: Appointing Guardianship (under 16)



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WAIVER OF LIABILITY AND ASSUMPTION OF RISK for ADULT

NOTE: This form is for use by adult members who participate on short-term mission trips to other countries. Because the church may not have insurance to cover injuries or accidents that occur on such trips, and it has no means of adequately supervising foreign activities, we ask members who participate on such trips to assume all risks associated with them as a condition of their participation. All reasonable precautions have been taken and no problems are expected. Nevertheless, individuals, rather than the church, are asked to assume their own risk for the trip.

I, _____, in consideration of my acceptance as a short-term volunteer on a mission trip sponsored by _____ to El Salvador, represent and agree that:

1. I am a volunteer worker and not an employee of my church.
2. I am aware of the hazards and risks to my person and property associated with serving in a missions capacity, such hazards and risks including, but not being limited to, death or injury by accident, disease, war, terrorist acts, weather conditions, inadequate medical services and supplies, criminal activity, and random acts of violence. I accept my assignment with full awareness of these risks, and subject to any insurance coverages that may be available to me from any source, and only with respect to my church and its agents, officers, directors, and employees, I voluntarily assume all risks of death, injury, and illness associated with such risks, and any damage to my personal property, and I release my said church and its agents, officers, directors, and employees from any liability whatever arising as a result of death, injury, or illness that I may suffer as a result of participation in the missions project. I further recognize that such risks have always been associated with missionary service (2 Corinthians 11:23-28).
3. I attest and certify that I have no medical conditions that would prevent me from performing my duties.
4. I expressly waive any defense to the enforcement of any provisions of this commitment arising from a claim of lack of consideration, and warrant that this commitment constitutes a legal, valid, and binding obligation upon me, enforceable against me in accordance with its terms.
5. I am aware of the hazards and risks to my person associated with participation in a short-term mission trip, as described above. I further understand that my church may not have any insurance coverage that would apply in the event of my death, illness, injury, or damage to my property that may occur during my participation on the trip, and that if I desire insurance coverage I am responsible for the cost of such insurance.
6. I expressly agree that this assumption of risk agreement is intended to be as broad and inclusive as permitted by law. I further state that I have carefully read the foregoing assumption of risk and understand its contents, and I voluntarily sign this release as my own free act. This is a legal document and I understand that I have the opportunity to consult with an attorney before signing it.

Date: _____

Signature: _____

Address: _____

IMPORTANT: Please have two (2) witnesses observe your signature, and have them sign below. They must be at least 18 and should not be relatives.

Witness: _____

Address: _____

Witness: _____

Address: _____

This assumption of risk by the individual does not affect insurance coverages available to the volunteer from any other source. Also note that no other institution or individual is released with this form.



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WAIVER OF LIABILITY AND ASSUMPTION OF RISK for MINOR

NOTE: This form is for use by adult members who participate on short-term mission trips to other countries. Because the church may not have insurance to cover injuries or accidents that occur on such trips, and it has no means of adequately supervising foreign activities, we ask members who participate on such trips to assume all risks associated with them as a condition of their participation. All reasonable precautions have been taken and no problems are expected. Nevertheless, individuals, rather than the church, are asked to assume their own risk for the trip.

*Section I: If delegate is under **18 years** of age, **both** parents (or legal guardians) must sign and return this Minor Permission Release.*

I, _____ (print name), the lawful **mother**/legal guardian of _____ (minor), do hereby grant permission for my son/daughter to leave the United States and travel with the HIM delegation to El Salvador on the following dates _____. My child is under the guidance and supervision of HIM and _____ (group leader).

Signature:
Date:

I, _____ (print name), the lawful **father**/legal guardian of _____ (minor), do hereby grant permission for my son/daughter to leave the United States and travel with the HIM delegation to El Salvador on the following dates _____. My child is under the guidance and supervision of HIM and _____ (group leader).

Signature:
Date:

Minor Permission Release: Appointing Guardianship

*Section II: If delegate is under **16 years** of age, a parent or guardian must accompany the minor. If a parent isn't accompanying his/her minor, this form **must** be completed and officially notarized before submitting to HIM.*

To: Whom It May Concern
Re: Guardianship of our son/daughter

This letter hereby gives _____ (name of guardian) of _____ (guardian's address) guardianship of our son/daughter, _____ (minor's name) from _____ to _____, 20____. He/she will be traveling to and staying in El Salvador during these dates. We wish _____ (name of guardian) to be afforded all the legal rights of guardianship as might be needed with regards to our son/daughter, _____ (minor).

Sincerely,

Father's name (printed):
Father's Signature:
Date:

Mother's name (printed):
Mother's Signature:
Date: