



## Trip Medical Release and Liability Release

**Sponsoring Organization:** ELNAC

**Location of mission trip:** Camaguey – Santa Clara, Cuba **Dates:** March 11<sup>th</sup>-16<sup>th</sup>, 2017

**Name of Trip Leader:** Carlos Alamino, Jr **Telephone:** 214-649-7483 **E-mail:** carlosjr@elnac.org

Participant Information (To be completed by participant or an authorized guardian)

Name of participant: \_\_\_\_\_ Telephone: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

List any current: Allergies: \_\_\_\_\_ Illnesses: \_\_\_\_\_

Name of emergency contact: \_\_\_\_\_ Relationship to Participant: \_\_\_\_\_

Daytime telephone: \_\_\_\_\_ Evening telephone: \_\_\_\_\_

Physical Conditions: \_\_\_\_\_ Medications: \_\_\_\_\_

Participant is covered by personal/family medical insurance?  Yes  No

If yes, name of insurer: \_\_\_\_\_ Policy or group number: \_\_\_\_\_

Participant Medical Release (To be completed by participant or by parents or guardians if Participant is a minor)

I, THE UNDERSIGNED (OR PARENT/GUARDIAN IF PARTICIPANT IS A MINOR) HEREBY GIVE ELNAC AND ITS REPRESENTATIVE(S) AUTHORIZATION TO REQUEST AND AUTHORIZE MEDICAL AND/OR HOSPITAL TREATMENT FOR MY (THE PARTICIPANT’S) BENEFIT IN THE EVENT OF ANY INJURY OR SICKNESS SUSTAINED BY ME (THE PARTICIPANT) RELATED DIRECTLY OR INDIRECTLY OUT OF THE ABOVE TRIP, ANY TRAVEL TO, IN, AND FROM ANY FOREIGN COUNTRIES OR ANY STAY OR OTHER ACTIVITY IN FOREIGN COUNTRIES, WITHOUT LIMITATION. I AGREE TO PAY FOR ALL SUCH TREATMENT AND TO REIMBURSE ELNAC FOR ALL COSTS AND EXPENSES INCURRED BY THEM WITH RESPECT TO SUCH TREATMENT.

Participant’s Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Please send completed and signed forms to carlosjr@elnac.org

Participant Liability Release (To be completed by participant or by parents or guardians if Participant is a minor)

I, THE UNDERSIGNED, (OR PARENT/GUARDIAN IF PARTICIPANT IS A MINOR) ACKNOWLEDGE THAT PARTICIPATION IN THE ABOVE TRIP TO ONE OR MORE FOREIGN COUNTRIES, ORGANIZED BY ELNAC AND ITS AGENTS, EMPLOYEES, VOLUNTEERS, DIRECTORS, PARTNERS, OR ANY OTHER REPRESENTATIVES (COLLECTIVELY INCLUDED HEREINAFTER IN THE TERM "ELNAC") INVOLVES RISK TO ME AS THE PARTICIPANT (AND TO PARTICIPANT'S PARENTS OR GUARDIANS, IF PARTICIPANT IS A MINOR), AND MAY RESULT IN VARIOUS TYPES OF INJURY INCLUDING, BUT NOT LIMITED TO THE FOLLOWING: SICKNESS, BODILY INJURY, DEATH, EMOTIONAL INJURY, PERSONAL INJURY, PROPERTY DAMAGE AND FINANCIAL DAMAGE.

IN CONSIDERATION FOR THE OPPORTUNITY TO PARTICIPATE IN THE ABOVE TRIP, I, THE PARTICIPANT, ON BEHALF OF MYSELF, MY HEIRS, REPRESENTATIVES AND ASSIGNS (OR PARENT/GUARDIAN IF PARTICIPANT IS A MINOR) ACKNOWLEDGE AND ACCEPT THE RISKS OF INJURY ASSOCIATED WITH PARTICIPATION IN THE TRIP. I, THE PARTICIPANT (OR PARENT/GUARDIAN), HEREBY VOLUNTARILY ASSUME ALL RISK OF ACCIDENT OR PERSONAL INJURY, INCLUDING INJURIES UNKNOWN AND UNANTICIPATED. I, THE PARTICIPANT (OR PARENT/GUARDIAN), ACCEPT PERSONAL FINANCIAL RESPONSIBILITY FOR ANY INJURY SUSTAINED DURING THE TRIP. FURTHER, I, AS THE PARTICIPANT (OR PARENT/GUARDIAN) PROMISE AND AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS ELNAC, ITS EMPLOYEES, ITS STAFF, AND THE TRIP LEADER FOR ANY INJURY RELATED DIRECTLY OR INDIRECTLY OUT OF THE ABOVE TRIP, ANY TRAVEL TO, IN, AND FROM ANY FOREIGN COUNTRIES OR ANY STAY IN FOREIGN COUNTRIES, WHETHER BEFORE, DURING OR AFTER THE TRIP, WHETHER SUCH INJURY ARISES OUT OF THE NEGLIGENCE OF ELNAC, ITS EMPLOYEES, ITS STAFF, AND THE TRIP LEADER OR OTHERWISE. THE OBLIGATION TO INDEMNIFY, DEFEND, AND HOLD HARMLESS SHALL BE ENFORCEABLE WITHOUT REGARD TO THE ACTUAL OR ALLEGED NEGLIGENCE, GROSS NEGLIGENCE OR OTHER FAULT OF ELNAC, ITS EMPLOYEES, ITS STAFF, AND THE TRIP LEADER OR OTHERWISE, WHETHER THE NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, IT BEING THE EXPRESS INTENTION OF THE PARTICIPANT (OR PARENT/GUARDIAN) TO DEFEND, INDEMNIFY AND HOLD HARMLESS DEFENDANTS FROM THE CONSEQUENCE OF ITS OWN ACTUAL OR ALLEGED NEGLIGENCE, GROSS NEGLIGENCE OR OTHER FAULT, INCLUDING THE SOLE NEGLIGENCE OF DEFENDANTS. IF I, THE PARTICIPANT (OR PARENT/GUARDIAN) MAKE ANY CHANGES IN MY FLIGHT ITINERARY, I UNDERSTANDING THAT I AM NO LONGER UNDER THE RESPONSIBILITY OF ELNAC, AND MY TRAVEL INSURANCE EXPIRES ON THE ORIGINALLY SCHEDULED DATE. I, THE PARTICIPANT (OR PARENT/GUARDIAN IF PARTICIPANT IS A MINOR) UNDERSTAND THAT IT IS MY SOLE RESPONSIBILITY TO GATHER WHATEVER INFORMATION I NEED IN ORDER TO ASSESS THE RISK INVOLVED IN ANY TRAVEL, STAY OR OTHER ACTIVITY CONTEMPLATED BY THIS RELEASE. MY SIGNATURE ON THIS RELEASE AND MY PARTICIPATION IN ANY SUCH ACTIVITY MEANS THAT I (OR PARENT/GUARDIAN IF PARTICIPANT IS A MINOR) HAVE TO MY FULL SATISFACTION OBTAINED ALL INFORMATION NECESSARY FOR ME TO ASSESS THE RISK AND TO PARTICIPATE WILLINGLY.

Arbitration Clause

IF A DISPUTE OVER THIS AGREEMENT OR ANY CLAIM FOR DAMAGES ARISES, I, THE PARTICIPANT (OR PARENT/GUARDIAN) WILL SEEK EVERY EFFORT TO RESOLVE DISPUTES IN PRIVATE OR WITHIN THE CHRISTIAN CHURCH BASED UPON BIBLICAL PRINCIPLES (SEE MATTHEW 18:15-17; 1 CORINTHIANS 6:1-8). IF I, THE PARTICIPANT (OR PARENT/GUARDIAN) AND ELNAC CANNOT AGREE UPON SUCH A PROCESS, THE DISPUTE WILL BE SUBMITTED TO LEGALLY BINDING ARBITRATION IN ACCORDANCE WITH THE *RULES OF PROCEDURE FOR CHRISTIAN CONCILIATION* OF THE INSTITUTE FOR CHRISTIAN CONCILIATION FOR FINAL RESOLUTION. ALL SUCH MEDIATION AND ARBITRATION SHALL TAKE PLACE IN DALLAS, TEXAS. JUDGMENT UPON AN ARBITRATION AWARD MAY BE ENTERED IN ANY COURT OTHERWISE HAVING JURISDICTION. I (OR PARENT/GUARDIAN) AGREE WITH ELNAC THAT SUCH MEDIATION AND ARBITRATION WILL BE THE SOLE MEANS AVAILABLE TO US FOR RESOLVING ANY CONTROVERSY OR CLAIM COVERED BY, ARISING FROM OR RELATED TO THIS RELEASE AND THAT WE EXPRESSLY WAIVE OUR RIGHTS TO FILE A LAWSUIT IN ANY CIVIL COURT AGAINST ONE ANOTHER FOR SUCH DISPUTES, EXCEPT TO ENFORCE AN ARBITRATION DECISION. NOTHING IN THIS PARAGRAPH SHALL PREVENT ELNAC, OR ANY RELEASED PARTY, FROM ASSERTING OR PLEADING THIS RELEASE AS A DEFENSE IN ANY ACTION OR PROCEEDING BROUGHT AGAINST ELNAC, OR ANY RELEASED PARTY.

THIS RELEASE IS BINDING ON ME AND MY EXECUTOR, ADMINISTRATORS, HEIRS AND ASSIGNS.

Participant's Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Please send completed and signed to [carlosjr@elnac.org](mailto:carlosjr@elnac.org)