



ASSUMPTION OF RISK

Assemblies of God U.S. Missions

U.S. MISSIONS

What an honor it is to have you apply for missionary service. We want to acquaint you with the philosophy and expectations of Assemblies of God U.S. Missions (AGUSM). We also want to give you the opportunity to fully evaluate the undeniable fact that times of extreme stress and crisis will come that could cause you to question whether or not you would have participated on this mission if you had known all the facts. It is impossible to predict, fully prepare you, or furnish you with all aspects of what you may face. We have, therefore, prepared some basic assumptions which we both must make. Please prayerfully consider the following assumption statement before signing and returning it to AGUSM. Your application cannot be processed without the proper signatures on this form.

I, _____, IN CONSIDERATION of my acceptance as U.S. Missions personnel, in cooperation with the Assemblies of God U.S. Missions, and other considerations the sufficiency of which is acknowledged, represent and agree that:

1. Status. I am a volunteer and/or self-employed worker and acknowledge that I am not traveling as an employee of The General Council of the Assemblies of God.

I attest and certify that I am physically fit and have no medical conditions that would prevent me from performing my duties.

2. Risks of Travel. I am aware of the hazards and risks to my person and property associated with serving in a missions capacity, such as hazards and risks including but not being limited to injury; increased stress; accident; disease; inadequate medical services and supplies; death; criminal acts (including terrorism); natural disasters; weather conditions; government action; risks of traveling to or from destinations. I recognize that I may be subjected to potential risks, illnesses, injuries, and even death. I have made my own investigation of these risks, understand these risks, and assume them knowingly and willingly. I further recognize that such risks have always been associated with missionary service. (2 Corinthians 11:23–28)

I also acknowledge that in working, living and traveling in cities, I may experience problems associated with urban living, including increased crime, pollution, high population density or standards of living and health standards that are different from those to which I am accustomed. I acknowledge that it is my responsibility to take every precaution to safeguard my health and to protect my personal belongings from damage or theft. I acknowledge that Assemblies of God U.S. Missions recommends that I never travel alone, particularly at night. Being alone, especially at night, may present additional danger to my safety and well-being.

3. **GENERAL RELEASE AND ASSUMPTION OF RISK:**

KNOWING THE RISKS DESCRIBED ABOVE, I AGREE, ON BEHALF OF MY FAMILY, HEIRS, AND PERSONAL REPRESENTATIVES, TO ASSUME ALL THE RISKS AND RESPONSIBILITIES SURROUNDING MY JOB DUTIES, BOTH KNOWN AND UNKNOWN. TO THE MAXIMUM EXTENT ALLOWED BY LAW, I RELEASE, HOLD HARMLESS, AND AGREE TO INDEMNIFY THE GENERAL COUNCIL OF THE ASSEMBLIES OF GOD, AND ITS AFFILIATED MINISTRIES, AND ANY ASSEMBLIES OF GOD CHURCH AND/OR DISTRICT COUNCIL, AND ANY ASSEMBLIES OF

GOD SCHOOL, COLLEGE OR UNIVERSITY, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, VOLUNTEERS, AND AGENTS, FROM AND AGAINST ANY PRESENT OR FUTURE CLAIMS, LOSSES, LIABILITIES, COSTS AND EXPENSES FOR INJURY TO PERSON OR PROPERTY, OR FOR ANY OTHER DAMAGE, WHICH I MAY SUFFER, OR FOR WHICH I MAY BE LIABLE TO ANY OTHER PERSON, RELATED TO MY PARTICIPATING IN SAID ACTIVITIES (INCLUDING PERIODS IN TRANSIT TO OR FROM MY DESTINATIONS), RESULTING FROM ANY CAUSE, INCLUDING BUT NOT LIMITED TO NEGLIGENCE ON MY PART OR ON THE PART OF ANY OF THE RELEASED PARTIES; PROVIDED THAT THIS RELEASE OF LIABILITY SHALL NOT APPLY TO GROSS NEGLIGENCE OR WILLFUL OR WANTON MISCONDUCT.

4. Minor children. In the event that I have minor children who will accompany me on my assignment, I, acting both on my own behalf and on their behalf as their parent and legal guardian, do hereby assume all risks of death, illness, or injury that they may suffer as a result of said assignment, from those causes described.
5. I expressly waive any defense to the enforcement of any provision 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.
6. Invalidation of any one or more of the provisions of this Agreement shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.
7. I expressly agree that this assumption of risk, release, and indemnity agreement is intended to be broad and inclusive as permitted by law. I further state that I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS, AND I VOLUNTEARILY SIGN THIS AGREEMENT AS MY OWN FREE ACT.

I certify that I am age 18 or older. I understand and agree that no oral or written representations can or will alter the contents of this document. This Agreement shall be governed and construed in accordance with the laws of the State of Missouri, excluding its choice of law rules, and all claims relating to or arising out of this Agreement, including claims for injuries or wrongful death in any way related to my job duties, shall likewise be governed by the laws of the State of Missouri, excluding its choice of law rules.

Signature

Name

Witness signature*

Date witnessed

**witness cannot be spouse*