

EXTREME HIGH RISK – DO NOT TRAVEL TO POLAND

RELEASE AND INDEMNIFICATION AGREEMENT

Southeast Christian Church

In consideration of the acceptance of the undersigned's application for participation in a mission trip sponsored by Southeast Christian Church of Jefferson County, Kentucky, Inc. (the "Church") and as an inducement to organizing the mission trip to **Poland** ("Mission Trip") and permitting the undersigned's participation therein, the undersigned agrees as follows:

The undersigned hereby fully and forever releases and waives and agrees not to bring or cause to be brought any and all claims, demands, actions, or causes of action of every possible kind and nature whatsoever the undersigned might assert, including, without limitation, claims for personal injury, wrongful death, or property damage, whether or not absolute, known or unknown, or otherwise against the Church or any of its elders, officers, employees, representatives, agents and volunteers (collectively referred to herein as the "Releasees") by reason of, arising out of or relating to the undersigned's participation in the Mission Trip. The undersigned releases the Releasees and waives all such claims against the Releasees for any injuries or damages caused in any manner whatsoever whether or not any such liability is attributable to the absence of ordinary or even slight care by the Releasees arising out of the Mission Trip.

The undersigned further agrees to indemnify, defend and hold the Releasees harmless from any kind of compensatory or punitive damages sought to be recovered from the Releasees and all losses sustained by the Releasees independent of claims asserted by others, including, without limitation, general damages, property damage, special, incidental and consequential damages, losses or expenses suffered or paid, directly or indirectly, as a result of any and all claims, causes of action, suits, proceedings, demands, judgments, assessments, and liabilities, including reasonable attorneys' fees incurred in litigation or otherwise, assessed, incurred or sustained by or against the Releasees by reason of, arising out of or relating to the undersigned's participation in the Mission Trip.

The undersigned further agrees that this Release and Indemnification Agreement (the "Agreement") is binding upon the undersigned's heirs, executors, administrators, assigns and legal representatives; that this Agreement releases all successors, assigns and legal representatives of the Releasees; and that this Agreement is to be governed by the laws of the Commonwealth of Kentucky.

The undersigned further agrees that the execution of this Agreement is continuing in nature; it is the undersigned's knowing and voluntary act; the undersigned does not intend to participate in the Mission Trip until and unless the undersigned has had full opportunity to the undersigned's satisfaction to inspect and determine the scope of the Mission Trip, independently investigate the political climate and inherent dangers in the country of the destination of the Mission Trip and receive all information from the trip leader or Church Missions Department which might bear on the undersigned's decision to participate; and the undersigned is under no duress or undue influence to execute this Agreement or participate in the Mission Trip. The undersigned agrees that his/her participation in the Mission Trip is not a condition of employment and participation is in a solely individual capacity and not in his/her capacity as an employee, agent or representative of the Church. The undersigned further agrees that the payment of certain expenses by the Church does not create a principal/agent relationship or grant any authority to the undersigned to speak for or act on behalf of the Church on the Mission Trip. The Undersigned acknowledges that the Church's agreement to pay certain expenses on behalf of the undersigned is not an inducement for the undersigned to

participate in the Mission Trip and that the undersigned's decision to participate in the Mission Trip is the result of a decision independent of the payment of such expenses.

The undersigned hereby grants full permission to the Church to use any photographs, video tapes, motion pictures, recordings, or other records or documents of the Mission Trip and to do so without notice or compensation to the undersigned. The undersigned acknowledges that the Church has made available applications for travel insurance and agrees that it is the undersigned's responsibility to purchase travel insurance. Any and all costs or expenses – – other than travel costs, food and lodging – – incurred by the undersigned during the Mission Trip, including, without limitation, costs due to health problems, emergencies and death, are the full responsibility of the undersigned or estate of the undersigned.

The undersigned acknowledges that Poland is subject a Level 4 Travel Advisory (“Do Not Travel”), recommending U.S. citizens **NOT** travel to Poland due to very high levels of COVID-19 and due to the risk of terrorism (credible information indicates terrorist groups continue plotting possible attacks in Europe), the frequent occurrence of political demonstrations and protests which can turn violent, international financial scams, and crime, including violent crime such as armed robbery, homicide and sexual assault.

The undersigned acknowledges that Poland is subject to extremely stringent anti-Covid-19 measures enforced by government authorities and punishable by steep fines, including a fine of \$8000 per infraction for breaking quarantine, with twice-daily home checks by police. The undersigned agrees to study and comply with all airline regulations, national and local regulations for the U.S., Poland, and any layover countries, and follow the directions of the Mission Trip Leader.

The undersigned acknowledges having carefully and completely read, reviewed and understands the travel, security, and medical warnings and alerts listed below which were provided to the undersigned at the Missions Trip Team Meeting. If additional, new warnings or alerts are issued by the U.S. State Department or International SOS, such warnings and alerts will be delivered to the undersigned and will be incorporated herein by this reference.

The undersigned certifies that the information provided in the undersigned's application for participation in the Church Mission Trip is true, complete and correct and acknowledges that the undersigned has read and understands this Agreement; that the undersigned has not relied in signing this Agreement on any statement or writing, oral or otherwise, by the Church; and that it is the undersigned's intention with this Agreement to make a complete, general and unconditional release of any and all claims whatsoever against the Releasees as set forth above.

IN WITNESS WHEREOF, the undersigned hereby executes this Agreement on the date set forth below.

Date: _____

Signature: _____

Printed Name: _____

This is a list of the Travel, Security, and Medical Warnings and Alerts that were delivered to the undersigned at the Mission Trip team meeting:

-U.S. Department of State Travel Advisory and Alerts for Poland as of December 10, 2021:

(Click the list for links)

- [Health Alert – U.S. Embassy Warsaw, Poland](#)
- [Security Alert – U. S. Embassy, Warsaw](#)
- [Health Alert: U.S. Embassy in Warsaw Poland](#)
- [Demonstration Alert – U. S. Embassy, Warsaw](#)

-Centers for Disease Control and Prevention Travel Notice for Poland as of December 10, 2021:

(Click the list for links)

- [Level 4: Very High Level of COVID-19 in Poland | Dec. 10, 2021](#)