

Covenant and Release of Claims

The Allender Center ("Center") is a part of The Seattle School of Theology & Psychology ("The Seattle School"). The Center offers Recover Weeks ("Program"). Your participation in the Program is conditioned on your agreeing to the terms of this Covenant and Release of Claims ("Covenant"), among other things. Please carefully review this document and contact us at programs@theallendercenter.org if you have any questions. Thank you.

Costs

Choosing to enroll in Recovery Week creates a financial commitment. A non-refundable, non-transferable \$500 deposit is required to secure your seat at the time of enrollment. This deposit is applied to your workshop fee. After you pay your admissions deposit, you will pay the remainder of the cost via a Thinkific payment plan:

- For those who pay their first payment in Thinkific before May 1, this will be a 3-month payment plan.
- For those who pay their first payment in Thinkific after May 1, this will be a 2-month payment plan.

Your payment plan must be established with the first payment already paid to participate in the workshop. Participation in the workshop will not be permitted if this payment plan is not established and first payment made by May 9th, 2025.

Cancellation & Refund Policy

Due to the intimate nature of this workshop, it is important to thoughtfully consider the time, financial, and emotional costs of participating prior to enrolling. With very limited seats available we take seriously our responsibility to honor the integrity of this workshop and the brave individuals who participate.

The Center understands that unforeseen circumstances may arise and wants to be as clear as possible about our financial policies regarding payments, cancellations, and refunds. This policy

exists because your enrollment reserves a limited spot in our program, and cancellations close to the start date make it difficult for us to fill that space. We strive to steward our resources wisely, and withdrawals create financial challenges that impact our ability to operate and serve others effectively. We appreciate your understanding of the commitments required to sustain this program for all participants.

By enrolling in this program, you acknowledge and agree to the following payment and refund policies:

- The \$50 application fee and \$500 enrollment deposit are non-refundable and non-transferable under all circumstances.
- If you cancel or withdraw from the program, any additional program fees may be refundable or still due, based on the following schedule. Refunds and amounts due are calculated based on the total program cost, not the amount paid to date.
 - **More than 45 days before the program start date**: 100% of total program fees refundable
 - This excludes the \$50 application fee and \$500 deposit which are non-refundable.
 - **30–44 days before the program start date**: 50% of total program fees refundable (*The remaining 50% is retained or still due if not yet paid*)
 - This excludes the \$50 application fee and \$500 deposit which are non-refundable.
 - **Less than 30 days before the program start date or anytime after the start date**: No refund (*100% of program fees are retained or still due if not yet paid*)
- If there is an outstanding balance at the time of cancellation or withdrawal, you are still required to pay any amount due according to the schedule above, whether through an existing payment plan or another payment method.
- If you choose to cancel or withdraw from the program, you will promptly notify the Center in writing by sending an email to <u>programs@theallendercenter.org</u>.

Payment Policy

If your payment plan is not established and your first payment made by May 9th, 2025, you will not be able to participate. The Allender Center at The Seattle School reserves the right to pursue payment in full of the amounts owed using any lawful means it deems appropriate. This may include involving a third party agency. Administrative and/or collection fees permissible by law are the responsibility of the participant.

Release of Claims

1. Content and Risks

I have read about the purpose and content of the Program by reviewing the information at theallendercenter.org. I understand this Program is designed to help improve my understanding of how to help those dealing with issues of trauma and abuse. While the Program has certain hoped for outcomes, I understand The Seattle School does not guarantee that I will experience all of the possible outcomes, which depends in part on my participation and the extent of my exploration of my own story. I understand the Program involves the exploration of my own story and the stories of others in the Program, as well as the stories of clients shown in training videos. The content of these stories may involve disturbing material. I also understand that by participating in the Program, I may discover and share about my own trauma and abuse, and this may be very upsetting to me. I also understand the Program facilitators, teachers, and other participants may reflect or comment on my own story of my trauma and abuse in ways that I find disturbing or upsetting (for example, their conclusions may be different from the conclusions or the story I have held as true). I understand the risks involved in participating in the Program. I have adequately dealt with my personal issues, and I am mentally, emotionally, and psychologically healthy enough to participate in the Program. If at any time I do not believe I am mentally, emotionally, or psychologically healthy enough to continue to participate in the Program, I will withdraw from the Program and take care of myself. The Seattle School and Program Releasees (defined below) are not responsible for the costs I incur to take care of myself. No refunds are allowed, except according to The Seattle School's refund policy for its Certificate programs.

2. Sharing; Confidentiality; Removal

2.1 I will be assigned to a small group as a part of the Program. I understand the importance of participating in my small group discussions. I also understand that small group participation is a major part of the Program. I will share my personal information and story in my assigned small group, which may involve sharing about my own abuse or trauma. However, I will only share what I determine is appropriate and beneficial for me to share. I am solely responsible for my setting my own boundaries and taking care of myself during the Program, including the small group work.

2.2 Because others in my small group will be sharing personal information about themselves, I will keep confidential all personal information I learn about those in my small group, including their names and any information they might share about themselves during the small group work. I will not share that personal information about those participating in my small group with anyone outside my small group, except as required by law. In other words, although I will not be acting as a therapist or a lay counselor for those in my small group, I will keep confidential the information I learn in my small group as if I heard it from a client or lay counselee in a confidential counseling session.

2.3 The Allender Center may bar me from participating in a Program (whether before or during the Program) if The Allender Center determines, in its sole opinion, that my participation would not be in my interest or the interest of The Seattle School, The Allender Center, or any Program participant or facilitator. I will fully cooperate with The Allender Center to provide any information it reasonably requests to make its determination, including participating in any interview. The Seattle School and The Allender Center do not owe any obligation to me or any other Program participant or facilitator to make determinations about whether or not I should participate in the Program or whether or not it is in my interest to do so. If the Allender Center bans me from the Program, I will receive a full refund of amounts I paid toward the Program Fee, excluding the \$50 application fee and the \$500 deposit. I am not entitled to a refund or reimbursement of any other amounts (including travel costs).

2.4 I will keep confidential all information I see or hear in the recorded counseling sessions that are shown for training purposes during the Program.

2.5 I may be removed from the Program if I do not pay the tuition and fees when due. I may also be removed from the Program if The Seattle School, in its sole discretion, determines that my continued participation in the Program or my small group is disruptive to the learning environment. If I am removed from the Program for being disruptive, I understand The Seattle School will not refund fees, deposits, or travel and other expense I paid to participate in the Program.

3. Medical Consent

I grant The Allender Center at The Seattle School permission to call 911 for medical emergency aid or to take me to a hospital or physician for medical treatment, or both, if any employee or agent of The Seattle School believes I require medical care. I assume responsibility for all medical, rescue, transportation, and other expenses incurred on my behalf. Without limiting this permission or my assumption of responsibility for all associated expenses, I agree The Seattle School, the Center, Dr. Allender, or the other Program educators or facilitators may call 911 or take me to a hospital emergency room or a physician if I express any suicidal ideation or any intent to harm myself or others, or if any of them believe I may be a danger to myself or others. Nothing in the Covenant requires The Seattle School, the Center, Dr. Allender, or any other Program educator, facilitator, agent, or volunteer to take any action on my behalf.

4. Waiver and Release of Claims

4.1 The following terms have the following definitions:

(A) "Claim" means any claim, damages, fee (including attorneys' fees), cost, expense, and other liability.

(B) "Program Releasees" means The Seattle School and its former, current, and future trustees, officers, employees, contractors, and other agents, including Dan

Allender and those providing instruction or small group facilitation for the Program.

4.2 I hereby release the Program Releases from and against all Claims, whether known or unknown, suspected or suspected, and whether existing now or arising in the future, that are related to my participation in the Program, including Claims related to my withdrawal or removal from the Program. This release of Claims is binding on me and on any person who asserts any Claim through me or on my behalf. This release of Claims does not apply to any Claim against a particular Program Releasee to the extent the Claim is caused by the gross negligence or intentional misconduct of that particular Program Releasee. This release of Claims does not apply to any Claim I might have against The Seattle School regarding my right to a Certificate if I satisfy the terms of the Program and pay all required tuition and fees, my right to appeal any grade, my right to any tuition refund, or any violation of any applicable law prohibiting The Seattle School or other Program Release from engaging in any unlawful discrimination or releasing information in violation of FERPA. I waive any rights I have under the California Civil Code section 1542 and any other similar statute that limits the release of Claims to those Claims that I know of or suspect might exist at the time I sign this Covenant. I am releasing unknown and unsuspected Claims, which if known to me now, might materially affect my decision to participate in the Program or sign this Covenant.

5. Governing Law, Venue, and Personal Jurisdiction

This Covenant is governed by the laws of the State of Washington, except for its conflict of laws provisions. Venue for any action to enforce the terms of this Covenant is in King County, Washington. I hereby subject myself to the personal jurisdiction of the federal and state courts located in King County, Washington.