

Story Workshop Covenant & Release of Claims

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

1. **Covenants.** As a participant in the Program, I will comply with the following covenants.

1.1 **Code of Conduct.**

- A. As a Christian community with a special commitment to love one another, the Center and the School expect that my behavior will demonstrate the highest standard of respect for people and property. As a member of this community, I must abide by that high standard. I understand the Center and the School are committed to fostering respectful interpersonal relationships within a diverse community.
- B. The following are some examples of unacceptable conduct that would likely be cause for disciplinary action against me (including my removal from the Program) and may be reported to civil authorities for legal or other action, as appropriate. These examples do not identify all unacceptable conduct, but indicate the types of conduct clearly inconsistent with the expectations of the Center and the School:
 - Dishonesty: Any misrepresentations or deceptive statements an individual makes about one’s self or others is unacceptable. Any misrepresentations or plagiarisms regarding course assignments or projects will not be tolerated.
 - Injurious or offensive action: Physical assault, infliction of psychological injury or the spreading of malicious rumors is unacceptable.
 - Prejudicial treatment: Statements or actions that are injurious based on difference is unacceptable.
 - Disruption: Acts by individuals or groups substantially interfering with the rights of others or interfering with the normal activities of the Center or the School (in classrooms, offices, meeting facilities) is unacceptable.
 - Stealing or destruction of property: Theft of or damage to the property of another person or of the Center or the School is unacceptable.
 - Sexual harassment: Any unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature is unacceptable.
 - Use of Language: Persistent profane or obscene language is unacceptable.
 - Violation of the School’s Nondiscrimination & Title IX Policy (including harassment, sexual harassment, and sexual assault/sexual violence), or other behavioral policies generally applicable to the School’s student.
 - Violation of Law: Violation of criminal laws, including possession, use, or distribution of controlled substances.

1.2 **Attendance and Participation Policy**

- A. Completion of all pre-work assignments is required to participate in this Program. If an extension is required beyond the deadline provided, this needs to be proactively



requested at storyworkshop@theallendercenter.org. Please ensure you allocate time for this work ahead of the workshop in order to participate.

- B. I understand I am expected to attend and participate in all Program sessions (including my story group sessions). My attendance and participation will affect my training completion status. I am expected to arrange my schedule so I can attend all sessions.
- C. Excused absences may be permitted with the Center's approval. When possible, approval for excused absences must be approved in advance. Reasons for excused absences may include emergencies, severe illness, or situations that are entirely out of my control.
- D. Because story group sessions are essential to the deep personal work and relational dynamics of the program, absences can be disruptive to the group process and impact other participants. Missing more than two story group meetings—even if excused—can result in removal from the story group portion of the program for the remainder of the program duration. This removal would result in a non-completion status for the program.

- 1.3 **Costs.** Choosing to enroll in the Program creates a financial commitment. You will pay all Program fees by their due dates. Program fees and payment plan options are subject to change at the School's sole discretion. Please see <https://theallendercenter.org/offerings> for the current Program fees and Payment Plan options for your Program.

1.4 **Refund and Payment Policy for Cancellations and Withdrawals.**

- A. The Center understands that unforeseen circumstances may arise, and wants to be as clear as possible about its refund policy for cancellation and withdrawals. This policy is in place because each enrollment reserves a limited spot in the Center's program, and cancellations close to the start date make it difficult for the Center to fill that space. The Center strives to steward its resources wisely, and withdrawals create a financial challenge that impacts its ability to operate and serve others effectively. The Center appreciates your understanding of the commitments required to sustain this program for all participants.
- B. If you choose to cancel or withdraw your enrollment in any part of the Program before or after it begins, you will promptly notify the Center in writing by sending an email to [**programs@theallendercenter.org**](mailto:programs@theallendercenter.org).
- C. Once you register for this event, the following payment and refund policies go into effect: If you cancel your registration, Program fees may be refundable or still due, based on the following schedule. If an amount is still due, you are responsible for paying the amount through an existing payment plan or another payment method. The percentage refundable or still due is based on the total event fee, not the amount paid to date, and any retained fees are non-transferable:
 - More than 60 days before program start date: 100% refundable (*minus a \$100 cancellation fee*)
 - 45–60 days before program start date: 50% refundable (*50% is retained or still due if unpaid*)
 - Less than 45 days before program start date or anytime after start date: No refund (*100% of fees retained or still due if unpaid*)

1.5 Payment Collection Policy.

- A. The School reserves the right to receive payment in full of the amounts owed the School. The School may use any lawful means it deems appropriate. This may include involving a third party collection agency. I will pay all applicable collection fees permitted by law.
- B. The School also reserves the right to withhold any documents of completion until payment in full of all amount I owe the School for the program.

1.6 Nondisclosure or Use of School's Intellectual Property. I acknowledge that all School trademarks; in-person lectures, audio, video and other recordings; materials; educational content (including Program content, materials, and recordings), and other School intellectual property, are the sole property of the School (***School's Intellectual Property***). I will not make personal recordings, use, distribute, display, or disclose any of the School's Intellectual Property, except to participate in the Program or except with the School's prior written permission.

1.7 Cancellation and Reschedules. The Center makes reasonable effort to plan for contingencies and hold sessions as scheduled. At times extenuating circumstances do occur. If the Center cancels a session it will make reasonable effort to reschedule, or to deliver the content or experience through an alternative format. If we are unable to do so, participants will receive a refund for the portion of the program missed.

1.8 Video and Photography Policy.

- A. The Center is a training facility and may capture video of lectures, workshops, and story groups for the purpose of training and supervision. Examples include your story group Facilitator receiving supervision from Center instructors.
- B. Video recordings of story group engagement for the purpose of training and supervision will be securely stored within a password-protected, restricted access folder within the School's database to help maintain privacy. Story group video recordings should be deleted after the end of each Program year.
- C. As partial consideration for enrollment in the Program, I grant the School the irrevocable, nonexclusive, royalty-free, perpetual, and unrestricted right and permission to use my photograph (including still, moving, videotape, and online, recorded, or live transmission), likeness, voice, and name.
 - (1) I specifically consent to the digital compositing or distortion of shape, perspective, context, foreground, or background. I also consent to the use of any published matter in conjunction with my photograph or likeness.
 - (2) I hereby waive any right that I may have to inspect or approve the finished product or products or the advertising copy or other matter that may be used in connection with my photograph or likeness.
 - (3) I understand that photographs or likeness of me may be used in public advertisements to promote the Center or the School, and that I am not entitled to any compensation for that use.
 - (4) I hereby release and will indemnify the School, the Center, and the School's trustees, directors, officers, employees, and other agents from any damages, claims, or liabilities related to the use by the School or the Center of my photograph, likeness, name, or voice.



1.9 **Sharing; Confidentiality**

- A. As a part of the Program, I will be assigned to a story group. Engaged participation in my story group is a major part of the Program. I understand the importance of my engaged participation in my story group discussions. As a part of the Program, I will share my personal information and story in my assigned story 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 setting my own boundaries and taking care of myself during the Program, including the story group work.
- B. Because others in my story group will be sharing personal information about themselves, I will keep confidential all personal information I learn about those in my story group, including their names and any information they might share about themselves during the story group work. I will not share that personal information about those participating in my story group with anyone outside of my story group, except as required by law.

1.10 **Removal from Program.** The School may remove me from the Program, as described below. No refunds will be paid if I am removed from the Program, except as provided in *Section 1.10A* or *Section 1.4*. Under no circumstances am I entitled to receive any reimbursement for any expenses I incur as a result of participating in the Program.

- A. The School may remove me from participating in the Program if the School determines, in its sole discretion, that my participation in the Program or my story group is not in my interest, the interest of the School or the Center, or the interest of any student of the Program or my story group. I will fully cooperate with the School to provide any information it requests to make its determination, including participating in any interview or investigation. The School does not owe any obligation to me or any other Program participant to make any 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 School decides to remove me from the Program under this *Section 1.10A*, the School will refund me the Program fee for amounts I paid for the uncompleted portion of the Program from which I am being removed. I am not entitled to a refund or reimbursement of any other amounts (including travel costs or other costs).
- B. The School may remove me from the Program if I do not pay the School for my Program fees when due.
- C. The School may also remove me from the Program if I violate any of my obligations under this Agreement or I violate any School policy generally applicable to all School students.
- D. The School may remove me from the Program if the School, in its sole discretion, determines that my continued participation in the Program or my story group is disruptive to the learning environment. If I am removed from the Program because I am disruptive, then the School will not refund any fees I have paid to the School.

2. **Assumption of Risk; Release of Claims; Medical Consent; and Indemnification.**

- 2.1 **Assumption of Risk.** I have read about the purpose and content of the Program by reviewing the information at theallendercenter.org. I understand the Program is a unique psycho-educational experience that allows participants to engage their life stories. The sessions are designed to encourage one to engage in their story in a holistic way by exploring psychological, spiritual, biological, and social aspects of both the personal and collective



experience of their life stories. I understand this program is not therapy and does not act as a substitute for therapeutic engagement. I understand the Program involves the exploration of my own story and the stories of others in the Program. The content of these stories may involve disturbing content or other disturbing material. I also understand that by participating in the Program, I may discover and share about sensitive elements of my life experiences, 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 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 believe 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 other School Releasees (defined below) are not responsible for the costs I incur to take care of myself. No refunds are allowed, except according to the School's refund policy for its Programs or as specifically permitted in this Agreement.

- 2.2 **Medical Consent.** I grant permission to the School and its employees 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 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 grant permission to the School and its employees to 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 the School or any of its employees believe I may be a danger to myself or others. Nothing in the Agreement requires the School or any of its employees to take any action on my behalf.

2.3 **Waiver and Release of Claims.**

- A. The following terms have the following definitions:
- (1) **Claims** means all claims, damages, expenses (including attorney fees), and other liabilities.
 - (2) **Program Releasees** means the School and its former, current, and future trustees, directors, officers, employees, contractors, and other agents, including School faculty and staff working on Program related matters.
- B. I hereby release the Program Releasees from all Claims, whether known or unknown, suspected or unsuspected, 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 or my not being permitted to continue in 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.
- (1) This release of Claims does not apply to any Excluded Claims. **Excluded Claims** means Claims I might have against the School regarding my right to a document of completion from the School if I satisfy the terms of the Program, pay all required Program fees, and have not breached by obligations under this Agreement; my right to appeal any grade; my right to any Program fees refund; my right to assert a Claim for any violation of any applicable law or School policy



prohibiting the School or other Program Releasees from engaging in any unlawful discrimination or releasing information in violation of FERPA.

- (2) 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 Agreement. I am releasing unknown and unsuspected Claims, which if known to me now, might materially affect my decision to participate in the Program or agree to this Agreement.

C. **Indemnification.** I will indemnify and defend the School and the other School Releasees from any claims arising from or related to any of my acts or omissions related to my use of the Program experience, or my violation of any of my obligations under this Agreement.

3. **Miscellaneous Provisions.**

- 3.1 **Governing Law.** This Agreement is governed by the laws of the State of Washington, except for its conflict of laws provisions.
- 3.2 **Venue.** Venue for any action or arbitration to enforce the terms of this Agreement is in King County, Washington. I hereby submit myself to the personal jurisdiction of the federal and state courts located in King County, Washington.
- 3.3 **Arbitration; Attorney Fees.** Any dispute or claim arising out of or relating to this Agreement will be determined by arbitration before a single arbitrator who is a retired judge or an attorney with at least 20 years of legal practice experience. The arbitration will be administered by Judicial Dispute Resolution, LLC (**JDR**). If JDR no longer exists and the School and I cannot agree on an arbitrator, then either the School or I may have the arbitrator appointed by the King County Superior Court, as permitted by Chapter 7.04 RCW. Judgment on the arbitration award may be entered in any court having jurisdiction. The decision of the arbitrator is final and may not be appealed except as permitted by law. The School and I waive the right to a trial in the civil courts. This provision does not preclude me or the School from seeking provisional remedies in aid of arbitration from a court with jurisdiction. The School and I will equally share the cost of paying for the arbitrator's fees and costs. The arbitrator will award reasonable attorney fees and costs to the substantially prevailing party in the arbitration.
- 3.4 **Survival.** My obligations under *Sections 1.3, 1.6, 1.8, 1.9, 1.10, 2, and 3* survive termination of this Agreement, my removal or withdrawal from the Program, and my completion of all or any part of the Program.
- 3.5 **Acceptance of Terms.** By accessing this Covenant & Release of Claims document within the Program materials portal and selecting the "Complete & Continue" button associated with it, I acknowledge that I have read, understood, and voluntarily agreed to the terms of the Agreement. My selection of "Complete & Continue" serves as my acceptance of the terms. Without limiting the terms of this Agreement, I know that this Agreement contains a waiver and release of claims, payment policy, assumption of risk, and indemnification obligations, among other terms.