

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 a Story Workshop ("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.

Code of Conduct

As a Christian community with a special commitment to love one another, The Allender Center at The Seattle School expects behavior demonstrating the highest standard of respect for people and property. The institution is committed to fostering respectful interpersonal relationships within a diverse community.

Basic standards for respectful conduct by The Allender Center at The Seattle School Story Workshop participants are similar to those of other institutions of higher education in societies with the legal foundation of respect for people and property. The following are examples of unacceptable conduct that would be cause for disciplinary action 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 Allender Center at The Seattle 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 and/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 Allender Center at The Seattle 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 Allender Center at The Seattle 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 Law: Violation of criminal laws, including possession.



Attendance and Participation Policy

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 <u>storyworkshop@theallendercenter.org</u>. Please ensure you allocate time for this work ahead of the workshop in order to participate.

Full attendance and participation during all sessions is expected and required to complete this program. Please consider your personal schedule closely to ensure you will be able to attend all sessions.

Due to the nature of the deep personal work and the interpersonal ecosystem that is built during the small group sessions, missing more than 2 small group meetings (in the case of emergency) during the course of the program will result in being withdrawn from the small group portion of the training for the remainder of the program year.

Costs

Choosing to enroll in a program creates a financial commitment. You must pay the full registration fee selected at the time of registration.

Cancellation & Refund Policy

Due to the intimate nature of this program 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 program and the brave individuals who participate.

If you choose to cancel your enrollment, please notify us in writing by sending an email to <u>programs@theallendercenter.org</u>.

The workshop fee may be refundable, following this schedule:

- More than 60 days in advance of the workshop start date: 100% (minus \$50 cancellation fee)
- 30-60 days in advance of the workshop start date: 50%
- Less than 30 days in advance of the workshop start date: 0%

Payment Policy

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.



Fair Use Policy

All Allender Center content, recordings and materials are the property of The Allender Center and may not be shared with third parties. The Allender Center retains the copyright for all recordings and printed materials. Participants may not distribute or share the video or printed materials without permission.

Cancellation and Reschedules

The Allender Center makes every effort to plan for contingencies and hold events as scheduled. At times extenuating circumstances do occur. If our event is canceled we will make every effort to reschedule. If we are unable to reschedule all participants will receive a refund for the portion of the program missed.

Video and Photography Policy

The Allender Center at The Seattle School is a training facility and may capture video of lectures, workshops, and small groups for the purpose of training and supervision within the cohort. Examples include but are not limited to: Allender Center Teaching Staff, Fellows, and other Facilitators receiving supervision from Dr. Dan Allender or another Allender Center-trained Advisor; or training participants receiving feedback on their engagement within the small group from their Facilitator.

Video recordings of small group engagement for the purpose of training and supervision will be securely stored within a password-protected, restricted access folder within The Allender Center's database to maintain participants' privacy. Small group video recordings will be deleted after each program year concludes.

I hereby grant the following rights and permissions to The Allender Center at The Seattle I hereby waive any right that I may have to inspect or approve the finished product or products and the advertising copy or other matter that may be used in connection with them or the use to which they may be applied.

I understand that images of me may be used in public advertisements to promote The Allender Center at The Seattle School.

I hereby release, discharge, and agree to hold harmless The Allender Center at The Seattle School, their heirs, legal representatives, and assigns, and all persons acting under their permission or authority or those for whom they are acting, from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in the taking of such photographs or videos or in any subsequent processing of them, as well as any publication of them, including without limitation any claims for libel or violation of any right of publicity or privacy.

Intellectual Property and its Fair Use Policy



Participants acknowledge and agree not to share the intellectual property of the Allender Center with third parties without explicit consent or permission from the Allender Center. Intellectual property of the Allender Center includes, but is not limited to, all copyrightable material, inventions, trademarks, video or audio performances and methodologies. Participants may not distribute or share the video/audio performances or printed material of programs of the Allender Center without explicit consent or permission of the Allender Center, and further release any claim to their participation in the programs of the Allender Center.

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 Releases (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 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 future 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 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 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 expenses 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 Release. 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 Releases 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.