



WHITE RIVER CHRISTIAN

HOME EDUCATORS

TERMS OF SERVICE

Liability and Code of Conduct Agreements

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, & INDEMNITY AGREEMENT

In consideration of participating in all White River Christian Home Educators functions, which includes but not limited to cooperative Mondays, drama, physical activities, field trips, etc., :

- 1) Agree that the adult member/participant/ AND parent/legal guardian(s) of the participant should inspect the facilities, event conditions, equipment, policies and guidelines, and if the member/participant AND/OR parent/legal guardian(s) of the participant believes anything is unsafe, he or she will immediately discontinue participation in such activity.

- 2) Acknowledge and fully understand that each member/participant AND parent/legal guardian(s) of the participant will be engaging in activities that involve risk of serious injury, including COVID-19, permanent disability, paralysis, death, social or economic losses, which may be caused by my own actions, or inactions, those of others participating in the event, the conditions in which the event takes place, or the negligence of the "Releasees" named below; and that there may be other risks either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibilities for losses, costs, and damages I incur as a result of my participation in the activity.

- 3) Hereby agrees to release, discharge, and covenant not to sue White River Christian Home Educators, its respective administrators, directors, agents, officers, volunteers, educators, employees, sponsoring agencies, owners and lessors or premises used to conduct the event/activity, all of which are hereinafter referred to as "Releasees," from any and all liability, claims demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise; and I further agree that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save, and hold harmless each of the Releasees from any loss, liability, damage, or cost which any may incur as the result of such claim.

- 4) Furthermore, adult member/participant/ AND parent/legal guardian(s) of the participant agrees to provide & maintain their own health insurance for any injuries/claims that should occur while participating in any WRC function. However, inability to provide health insurance coverage will not exempt members from complying with this agreement as they will still be financially responsible for losses, costs, & damages they incur as a result of participation with WRC.

5) I have read this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, and understand that I have given up substantial rights by signing it, and have signed it freely and without any inducement or assurance of any nature, and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

ACCOUNTABILITY AND CONCILIATION AND CODE OF CONDUCT AGREEMENTS

Accountability Agreement:

All parents or legal guardians of children participating in the White River Christian Home Educators co-op ("WRC") must agree to be accountable as follows:

No child/teen is permitted to be in the building or on the grounds without adult supervision during the co-op hours of 9 a.m. to 3 p.m. It is preferable that a parent be present and accounted for somewhere in the building as we have a NO DROP OFF policy. Even though WRC is not affiliated with Wesley Free Methodist Church, we are responsible for the care of the building as we use it each Monday. So, if a parent must leave at some point during the day, we require that another adult assume responsibility of their child/ren. In such a case, we need to know who that responsible party is, and how the parent or legal guardian can be reached. Whenever you leave the building, you must sign out at the information desk before you leave your child in another adult's care. As our group is large, communication is vital to assure the safety of our children. In case of emergency, we want to do everything possible to reach the parent ASAP, and in the meantime, to have the person that parent would want, caring for the child/ren.

Conciliation Agreement and Code of Conduct:

All parents or legal guardians of children participating at WRC must agree to be bound by the following conciliation agreement and Code of Conduct:

The Bible commands us to make every effort to live at peace and to resolve disputes with each other in private or within the body of Christ (see Matthew 18:15-20 and 1 Corinthians 6:1-8). We agree to endeavor to resolve any disputes with other members of WRC privately and in accordance with Biblical principles. If we are unable to resolve our disputes, we agree that any ongoing claim or dispute arising from or related to participating at WRC will be settled by Biblically-based mediation and, if necessary, legally binding arbitration in accordance with the Rules of Procedure for Christian Conciliation of the Institute for Christian Conciliation, a division of Ambassadors of Reconciliation (complete text of the Rules is available at <https://www.aorhope.org/icc-rules>). Judgment upon an arbitration decision may be entered in any court otherwise having jurisdiction. We understand that these methods shall be the sole remedy for any controversy or claim arising from our participation in WRC, and that pursuant to this agreement we expressly waive the right to file a lawsuit in any civil court against one another for such disputes, except to enforce an arbitration decision. We agree that if mediation or arbitration is required, any fees arising from the mediation or arbitration will be paid equally by the parties involved, not the co-op of WRC.

We agree to conduct ourselves in accordance with Biblical principles, living to honor Christ and to encourage and edify one another as we cooperatively work together to provide a solid Christian education for our children, and to hopefully thereby avoid ever having the need to enter into more formal dispute settlement procedures. We agree that any adult who teaches a class at WRC shall read and agree to the Statement of Faith.

BACKGROUND INVESTIGATION CONSENT

I hereby authorize White River Christian Home Educators and/or its agents to perform an independent investigation of my background, references, character, past employment, education, criminal or police records, including those maintained by both public and private organizations and all public records for the purpose of confirming the information contained on my application and/or obtaining other information, which may be material to my qualifications as a member, and if applicable, during the tenure of my membership with White River Christian Home Educators.

I release White River Christian Home Educators and/or its agents and any person or entity, which provides information pursuant to this authorization, from any and all liability, claims or lawsuits in regards to the information obtained from any and all of the above referenced sources used.

Signature: _____