Hath An Ear Ministries Meriden, CT

Voluntary Release, Assumption of Risk, and Indemnity Ministry Agreement

 Name______
 Phone:

 (home)______(work)_____
 City, State, Zip

I agree to participate in pastoral prayer ministry, herein referred to as "Prayer Ministry," the undersigned, _______, herein referred to as "Candidate," agrees that the Candidate and/or the Candidate's personal relatives, assigns, insurer, heirs, executors, administrators, spouse, and next of kin, hereby releases, waives, discharges and covenants not to sue Hath An Ear Ministries of Meriden, Connecticut and its directors, officers, pastors, ministry team members, employees, agents and volunteers, as well as its successors, affiliates, subsidiaries, all herein referred to as the "Releasees," from any and all liability to Candidate, and to Candidate's personal representatives, assigns, insurers, heirs, executors, , administrators, spouse, and next of kin for any and all loss, damage, or cost of account of injury to the person or property or resulting in the death of the Candidate, whether caused by the negligence of Releasees or otherwise Candidate is participating in the Prayer Ministry and any other activities in connection with Prayer Ministry.

<u>Assumption of Risk</u>: Candidate understands, is aware of, and assumes all risks inherent in participating in the prayer ministry. These risks include, but are not limited to, physical and emotional responses and reactions as a result of this Prayer Ministry.

<u>Indemnity</u>: Candidate agrees to indemnify Releasees from any liability, loss, damage or cost Releases may incur due to the participation by Candidate in the prayer ministry whether caused directly or indirectly by Releasees or otherwise. Candidate assumes full responsibility for and risk of bodily injury, death or property damage due to negligence of Releasees or otherwise participating in the Prayer Ministry.

Candidate expressly agrees that this Voluntary Release, Assumption of Risk and Indemnity Ministry agreement, herein referred to as "Agreement," is intended to be as broad and inclusive as permitted by the laws of the State of Connecticut and that, if any portion of this Agreement is held invalid, it is agreed that a balance, notwithstanding, continue in full legal force and effect. This Agreement, contains the entire agreement between the parties in regard to the Prayer Ministry. The Candidate also acknowledges that they understand and agree that:

 This is a ministry of Hath An Ear Ministries, providing Prayer Ministry in individual and group settings. Our Prayer Ministry is done by pastoral staff and lay-ministers, herein referred to as "Ministers", who are not licensed as professional counselors, as the state of Connecticut does not require such licensing.

- 2. Under normal circumstances, your Minister will use their good faith efforts to keep all your discussions in confidence. However, you should be aware there are some situations in which your Minister may be required by law to report information to the proper authorities without your permission or knowledge. These situations include, but may not be limited to: a Candidate's indications of harm to self or others, involvement in a felony, suicidal intentions, and/or reasonable evidence of child or elder abuse or neglect. Your minister may disclose information in response to a subpoena issued by a court of law.
- 3. Officially recognized ministry staff and lay-personnel may have limited to your ministry file. Any other person seeking access to your ministry file may do so only with your written permission.
- 4. Hath An Ear Ministries requires that parent(s) must be actively involved in any Prayer ministry that is extended to a minor child as determined by the Minister. At the discretion of the minister, parent(s) will be required to make themselves available and accountable for active participation in Prayer Ministry offered by Hath An Ear Ministries.
- 5. Candidates with any concerns or questions about this agreement agree to raise them with their Minister at the earliest possible time.
- 6. This agreement herein referred to as the "Voluntary Release, Assumption of Risk, and Indemnity Ministry Agreement", will govern all relations involved during the term of the Ministry process. It is agreed that any disputes or modifications of this Voluntary Release, Assumption of Risk, and Indemnity Ministry Agreement will be determined directly between the individuals involved. If this Voluntary Release, Assumption of Risk, and Indemnity Ministry Agreement is not satisfactory, then it is further agreed that disputes and disagreements will be taken to the Hath An Ear Ministries Board for dispute resolution. In the event that a satisfactory resolution is not achieved, then it is further agreed that a mutually acceptable third-party arbitrator will be utilized. All expenses incurred will be the responsibility of the party bringing the dispute.

Candidate represents that:

I have carefully read this agreement and understand it and agree with the terms herein written. I understand that it includes a release of all claims, including the negligence of Releasees.

I understand that I assume all risks inherent in the Prayer Ministry set forth in this Agreement.

I understand that I am indemnifying the Relasees.

I voluntarily sign my name evidencing my understanding and acceptance of the provisions of this Agreement.

Date

Signature of Candidate (Releasor) Parent or Guardian if candidate is under 18