

**PROGRAM SERVICES PARTICIPATION AGREEMENT:
DISCLAIMER, WAIVER, RELEASE & AUTHORIZATION**

This Participation Agreement is made and entered into this date between the parties:

GROUND ZERO MINISTRIES
Utica, New York

hereinafter referred to as "GZM", and

Student/Client Name: [in full -no abbreviation]

Street Address [no PO Box]

City, State & Zip Code

Telephone Numbers: [cell] _____ [other] _____

Email: _____

hereinafter referred to as the "*Participant*", **ACKNOWLEDGES THE FOLLOWING:**

Proposed program or services: _____

PREAMBLE: Ground Zero Ministries is an evangelical Christian discipleship ministry for people confronting life controlling problems. Participant accepts that the instruction and/or activities sponsored by GZM are the sole prerogative of **GZM** to coordinate, implement, refine and regulate.

DISCLAIMER:

GZM is not a medical facility , nor does its provide any sort of psychiatric or psychological diagnostic or curative treatments or therapy, nor any services generally described as being in the nature of a medical or behavioral science. Nor does *GZM* offer a medical/health diagnosis or prognosis to any individuals. *GZM's* programs do not include any clinical based or other diagnostic measure of a medical nature. The programs and services offered to a *Participant* by *GZM* are intended to offer a framework for fostering self-help, and developing personal growth or improvement upon instruction and activities originating within Christian discipleship strategies. *Participant* will benefit according to his/her own commitment level towards the goals of the programs and services offered. *GZM*, therefore, makes no representation or guarantee of success in the ultimate personal outcome or the goal pursued, nor of any judicial or agency proceeding mandating participation. No records maintained by *GZM* may be deemed "medical" records by definition and are not subject to surrender upon resort to either a HIPPA release and/or other medically related authorization purporting to request "medical" records.

I (Participant) certify that I desire and request permission to attend and/or participate in the ministry activities offered by GZM, which is my voluntary act, and accept that this participation is expressly conditioned upon full compliance with the terms of this Participation Agreement, or other GZM materials on which I have notice. I hereby submit to the Ministry's expectations for my participation in all activities or services coordinated by GZM.

ACKNOWLEDGMENTS:

First: Ministry Scope & Limitations

Participant acknowledges that the programs offered and services or activities sponsored by GZM are conducted pursuant to the protocols, guidelines, services criteria, strategies and techniques solely established by GZM. Participant agrees to fully abide by such standards, which may only be varied at the option of GZM, or any conditions for the performance or completion of services as may be imposed by a referring agency or Court and which are expressly adopted and accepted by GZM prior to entry into ministry participation. *Participant* has no vested right in the programs or services offered by GZM and may be suspended or terminated from participation in any program or service at any time for any or for no reason, without liability to GZM. By way of illustration only, GZM reserves the right to suspend or terminate any *Participant* who attends an GZM function where there is: (i) reasonable suspicion of the Participant's present intoxication or impairment from the influence of drugs; (ii) if the *Participant* exhibits conduct that reasonably suggests the *Participant* may pose a threat to self or the physical safety of others, or; (iii) there is a medical/health reason brought to the attention of GZM reasonably suggesting that participation would not be recommended at that time.

Second: Participation Disclosures & Waiver/Release Terms:

The following representations, disclosures, waivers and releases are made by the Participant as a condition of engagement in all GZM ministry services, which shall survive the termination of the Participant's enrollment in GZM services or activities, unless expressly stated otherwise:

[Student/Client and a parent/guardian for any minor, must initial on the lines provided for each term to denote acceptance]

[Initial]

_____ I understand that a fundamental part of GZM strategy to assist me is animated by applying biblical truths from The Holy Bible, and spiritual strategies and principles common to evangelical Christian discipleship ministry. As a result I agree to take part in or attend Christian religious activities sponsored or coordinated by GZM, even where what is espoused may contradict my firmly held religious or personal belief, and shall not amount to any form of discrimination under federal or state law;

_____ I understand Staff will regulate and monitor my living spaces. I authorize GZM to make room searches and a physical search of my person if need be. I release Ground Zero Ministries from all responsibility for any physical and financial loss of property, claims of unlawful contact from incidental touching associated with conducting a search of person or property, or in the case of accidental injury;

[Initial]

_____ I understand Staff will regulate and monitor my communication for a period of time as determined by the Staff. I give Ground Zero Ministries permission to open both incoming and outgoing mail to spot check for drugs or anything that might be harmful to the welfare of the program or other students. I also give permission for Ground Zero Ministries staff to monitor incoming and outgoing telephone conversations, cell phone use, or my use of any other portable electronic devices and computers. To implement this representation, if requested, I agree to disclose a portable device password or pass code for any such device in my possession;

_____ I understand Staff may monitor, regulate and even prohibit my contact and/or unapproved interaction with individuals not actively participating in *GZM* programs or services, including a restriction and prohibition on contact with the opposite sex;

_____ I understand that my occupancy or residency within any *GZM* or Staff controlled property is purely that of a revocable licensee while an enrollee in good standing with *GZM*, and continues only until the license is terminated, On any termination of the license to remain, I shall immediately surrender the described space and shall remove all property and personal belongings. I understand that in any occupancy or residency arrangement made with or through *GZM*, I shall not be considered a tenant of any premises, and assume none of the statutory or common law rights and privileges of a tenant. Nothing about my occupancy or residency within any *GZM* or Staff controlled property shall operate or be construed to create the relationship of landlord and tenant between the parties, as that phrase is used in §713 of the Real Property Actions and Proceedings Law of New York and *GZM* retains a common-law right to oust me as a trespasser without resort to legal process. Upon any termination of this Agreement, *GZM* may employ peaceable self help remedies including, by way of illustration only, physical lock-out of or ejection;

_____ I understand that Ground Zero Ministries will not be held responsible for any personal property left, lost or stolen while participating in Ground Zero Ministries. When leaving Ground Zero Ministries, I will be solely responsible to take all personal property, belongings and affects with me;

_____ I understand that I am responsible for expenses incurred for the repair or replacement of damaged or lost *GZM* property, or that of others, caused by my conduct;

[Initial]

I understand that my life story may be used to help promote *Ground Zero Ministries*. This may take the form of my involvement in formal or informal speaking engagements at churches, civic groups and other organizations, or in depictions of my activities with *GZM*. *GZM* reserves the right to take photographs or video of classroom activities or programs attended by me. These video tape recordings, photographs or visual reproductions may then be used in publications, newsletters, press releases to print and tv media, webpage graphics or other advertising. *Participant* hereby consents to the use, display or distribution of the such visual reproductions or portrayals by *GZM* for these purposes *GZM* reserves all rights to use this information as an author, licensor and publisher, including rights to secure all copyright and intellectual property claims applicable to a proprietor of any teaching material or products that uses this information. This permission extends to use of the likeness, image, behavior, reactions and observations of the individual, recorded and /or reproduced [this representation is intended to constitute a waiver of any rights reserved by Civil Rights Law §50];

I understand that a medical examination or blood test may be required to be produced at the discretion of the *GZM* Director (or other authorized *GZM* agent), at any time, and with or without cause. All necessary medical and dental expenses incurred by the Participant are the sole responsibility of the Participant and NOT the responsibility of *GZM*;

I authorize *GZM* to conduct an appropriate check of my background (one or more in the sound discretion of *GZM*) to include a search with the State of New York Division of Criminal Justice Services, The Office of Children and Family Services, the NYS Department of Motor Vehicles and such other state or public agencies having data or records bearing upon my lawfulness. I hereby allow *GZM* to inform said agencies that they are released from any and all liability resulting from compliance with a disclosure of my personal information made to *GZM* under this authorization. To implement this representation I agree to adopt, complete and furnish *GZM* with any required disclosure request forms;

I understand that upon my graduation, departure or termination from *GZM*, no transcripts or records or my program participation shall be released to me or to any third party, until all outstanding financial obligations to *GZM* have been paid in full or resolved;

[Initial]

_____ I hereby release and discharge GZM, its staff, agents, employees or officers, from and against any and all liability, causes of action, claims for damages or losses of any nature on account of injury sustained to my person or property, arising out of, or as a consequence of, my participation in any GZM services, or upon the advice I solicit from GZM Staff, if resulting solely from the ordinary negligence, common fault or lack of ordinary due care exercised by GZM;

Third: Confidentiality Terms:

Confidentiality is a basic tenet in offering all GZM services, but not at the expense of defeating the purpose of the *Participant*'s reason for seeking GZM services. This may warrant disclosure of private information to third parties consistent with the aims of *the Participant*'s program attendance. All communications and records of communications between GZM [its staff, agents, employees or officers] and *Participant* are considered and treated as confidential and privileged pursuant to generally accepted legal standards/definitions. However, any confidentiality and privilege enjoyed by the *Participant* remains subject to partial or complete waiver where disclosure of private information is expressly required by conditions for performance or completion of services imposed by a referring agency or Court mandating attendance. All information, communications and records otherwise enjoying confidentiality and privilege will or may be disclosed:

- *where there is reasonable suggestion of conduct posing a threat or harm to third parties;*
- *where there is reasonable suggestion of intention to harm one's self;*
- *where there is reasonable suggestion of intention to commit a crime;*
- *where there is any occurrence or reasonable suspicion of child abuse/neglect;*
- *and subject at all times to the provisions of any applicable and mandatory reporting requirements imposed by law.*

Participant waives any claim to common law or statutory privilege, and consents to the disclosure of private information compatible with these terms, whether or not such disclosure is communicated in advance to *Participant*. Notwithstanding the foregoing, *Participant* waives any private right of action for damages from any alleged breach of a "duty of confidentiality", for "invasion of privacy", "defamation", "infliction of emotional distress", or any such other tort or cause of action arising from an alleged breach of a fiduciary duty from a disclosure of private information. A "duty of confidentiality" if any at all, is understood to regulate the parties' interactions only as a rule of law governing disclosure of communications deemed admissible in a court or tribunal of law.

Fourth: Legal Effect : It is understood and acknowledged that this Participation Agreement, acting as either a waiver, release, exculpatory agreement or authorization, is intended to be broad and inclusive in application as permitted by the laws of New York State. In no event, however, does this release relieve GZM for liability from acts or omissions amounting to "gross negligence" or "intentional tort" . If any portion of this Agreement is held invalid, it is understood that the balance hereof shall, notwithstanding, continue in full legal force and effect. This Agreement between the parties contains terms, conditions and representations which are contractual in nature and is not mere recitals of intentions. All recitals within a preamble and all section headings or titles are deemed binding.

I state that I have carefully read the foregoing Participation Agreement and know the contents thereof; and I sign this document as my own free act. I acknowledge that adoption of this Participation Agreement is a condition precedent to any client involvement in GZM. I understand that any misrepresentation or omission of a material fact, or noncompliance with what has been represented, may be justification for refusal of enrollment in, or continuance with, any GZM services.

I further acknowledge that in the event my participation is terminated for any reason, except where unlawful, my representations and waivers shall survive and remain enforceable against me, as the case may be.

NOTE: THIS IS A LEGALLY BINDING AGREEMENT THAT I HAVE CAREFULLY READ AND UNDERSTAND, I KNOW THE CONTENTS THEREOF AND I SIGN AS MY OWN FREE ACT.

Signed this ___ Day of _____, 20__ .

Ground Zero Ministries:

By: _____

Acknowledgment of Program Participation Agreement: _____
[Participant]

Name: _____
[Print]

Sworn to before me this
day of _____ (insert month) , 20__.

Notary Public

[]
Initial