

# JOURNEY INTO MANHOOD A HEALING WEEKEND

## AGREEMENTS AND LIABILITY RELEASE

Please read the following and be prepared to sign a paper copy before you begin the “Journey Into Manhood” weekend. Those who do not sign and agree to the terms herein are not eligible to participate in the retreat/training weekend.

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### LIABILITY RELEASE

1. I voluntarily elect to participate in the “Journey Into Manhood” Training and Retreat by People Can Change (“the event”), and in doing so I expressly agree, promise and do accept and assume ALL of the risks existing in the event and its individual activities and processes. \_\_\_\_\_Initial
2. I acknowledge that participation in personal growth and development courses and activities involves both known and unanticipated risks that could result in physical or emotional injury or damage to myself or others. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the event.
  - These risks include, among other things: emotional stress or trauma; strenuous and vigorous physical, mental, emotional and intellectual activity; the possibility of slips and falls; bruises, sprains, lacerations, fractures, animal bites or stings, concussions or even more severe life-threatening hazards, including death.
  - Furthermore, the event instructors have difficult jobs to perform. They seek safety, but are not infallible. They might be ignorant of a participant’s fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction. \_\_\_\_\_Initial
3. My participation in the event is purely voluntary, and I elect to participate in the event in spite of the risks. I recognize that I am free to elect to not participate in any given activity or process of the event for any reason. I also am free to leave the event at any time for any reason. \_\_\_\_\_Initial
4. I recognize that the event constitutes non-professional peer counseling. I recognize that the event collectively and its individual activities do NOT constitute professional therapy or professional psychological counseling, and that the event instructors are not professional therapists/counselors and/or are not working in the capacity of professional therapists/counselors in the course of the event. \_\_\_\_\_Initial
5. I understand that an opportunity may be provided at certain times in the course of the event to receive non-sexual “healing touch” under the supervision of the event staff, should I desire to do so. I recognize that I am free to elect to not receive or accept such touch, and I take full responsibility for communicating and maintaining my personal physical boundaries. \_\_\_\_\_Initial
6. I recognize that I and I alone am responsible for the quality of experience I have at the event and for its efficacy in effecting change and development in my life. \_\_\_\_\_Initial
7. I hereby voluntarily release, forever discharge and agree to indemnify and hold harmless People Can Change, \_\_\_\_\_ [camp / retreat center], the event instructors individually and collectively, and their families, employers, associates and affiliated organizations, from any and all claims, demands, or causes of action, which are in any way connected with my participation in, transportation to or from, or presence at the event, or use of its equipment or facilities, including any such claims that allege negligent acts or omissions on the part of anyone involved in the event. I hereby voluntarily agree to said release on behalf of myself, my children, my parents, my heirs, assigns, personal representatives and estate. \_\_\_\_\_Initial

8. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating in or present at the event, or else I agree to bear the costs of such injury or damage to myself. I further certify that I have no medical or physical conditions which could interfere with my safety at the event, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition. \_\_\_\_\_ *Initial*
9. By signing this document, I acknowledge that if anyone is hurt, or property is damaged during the event, or if I feel I have suffered psychological or emotional harm or otherwise am in any way dissatisfied with the event, that I may be found by a court of law to have waived my right to maintain a lawsuit on the basis of any claim from which I have released the event, its organizers and participants, as stated above. \_\_\_\_\_ *Initial*
14. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms. \_\_\_\_\_ *Initial*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name (printed) \_\_\_\_\_

### **FURTHER AGREEMENTS**

1. I certify that I voluntarily choose to participate in Journey Into Manhood because I believe it may be helpful to my own personal growth and development. I am not participating in the event because of pressure from anyone else. I am not attending under false pretenses or “under cover”; I am not attending in order to “cover,” report on or “expose” the event, its leaders or participants, nor with the intent to undermine those who support elective transitioning out of homosexuality, or to critique or undermine the work of People Can Change. \_\_\_\_\_ *Initial*
2. I certify that I have given my true name and identifying information and have given truthful statements to written and oral questions from People Can Change and its staff or volunteer workers. \_\_\_\_\_ *Initial*
3. I promise not to engage in any sexual activity, erotic touch or romantic flirtations of any kind with any other man during the time that I am at the event. \_\_\_\_\_ *Initial*
4. I also promise not to engage in any homosexual activity at any time in the future with anyone I have met through my participation in ANY Journey Into Manhood or other People Can Change event or People Can Change community. \_\_\_\_\_ *Initial*
5. I understand and agree that, should I breach commitments No. 3 and 4, above, at any time, I will promptly make this known to the executive director of People Can Change. This is essential in order to preserve the integrity and healing intent of People Can Change, its events and communities. \_\_\_\_\_ *Initial*
6. I understand and agree that, should I become aware that someone else in the People Can Change community has breached his commitments to No. 3 and 4, above, at any time, I will promptly make this known to the executive director of People Can Change. This is essential in order to preserve the integrity and healing intent of People Can Change, its events and communities. \_\_\_\_\_ *Initial*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name (printed) \_\_\_\_\_

# CONFIDENTIALITY AGREEMENT

1. I agree to forever keep confidential all names and identifying information of those participating in the “Journey Into Manhood” weekend, whether as participants or as staff. \_\_\_\_\_Initial
2. I agree to forever keep confidential any and all aspects of what others (staff as well as participants) experience this weekend and anything they may choose to disclose about themselves, their lives and their feelings. \_\_\_\_\_Initial
3. I agree to keep confidential specifics about the actual processes and activities used in the course of the training. This is to preserve the confidentiality of the training for others who may participate in the future, so that it may have the greatest possible impact on their lives. \_\_\_\_\_Initial
4. I certify and promise that I will not publish, broadcast, report on, or in any other way publicly communicate a description, eye witness account, or testimonial of what I or others experience on the Journey Into Manhood weekend without receiving, in advance of any and every publication or broadcast, the express written permission of the executive director of People Can Change. \_\_\_\_\_Initial
5. I understand that I am free to share privately with personal acquaintances, family members and my therapist (if appropriate) my own thoughts and feelings about the Journey Into Manhood weekend and how it affected me, if I choose, as long as I do so without violating my commitments to confidentiality regarding people, experiences and processes, as noted above. \_\_\_\_\_Initial
6. I understand and agree that, should I breach these commitments to confidentiality, whether intentionally or unintentionally, I will promptly make this known to the executive director of People Can Change. \_\_\_\_\_Initial
7. Given the nature of the weekend, and the anticipated disclosures which will be made by some of its participants, money damages to People Can Change will certainly occur if the confidentiality agreement is violated. However, the full extent of the damages may be difficult to prove in a court of law. Therefore, I hereby agree that if I violate the confidentiality agreement, the damages payable to People Can Change will be the liquidated and stipulated amount of \$5,000.00, or the amount actually proven in a court of law, whichever is more. I further agree to reimburse People Can Change for any attorneys’ fees and taxable court costs incurred by People Can Change in the event that I violate the terms of this confidentiality agreement, and People Can Change pursues its claim through the courts. \_\_\_\_\_Initial

***IMPORTANT EXCEPTION: MANDATED REPORTERS*** – Certain individuals may be participating in this event, either as staff-volunteers or as trainee-participants, who may be designated, by the legal requirements of their profession, as “mandated reporters” of suspected abuse. Their obligations under the law about certain specific disclosures take precedence over this confidentiality agreement. This means, for instance, that if a participant discloses that he abused a child at any time in his past, a mandated reporter will be legally required to report this disclosure to legal or child-protective authorities. This requirement does not apply to disclosures by adults of having been abused as a child, only to disclosures of having been the abuser. Mandated reporters must adhere to all other aspects of this confidentiality agreement that are not specifically superseded by mandated-reporter requirements. \_\_\_\_\_Initial

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name (printed) \_\_\_\_\_