

# A WIFE'S HEALING JOURNEY

*a healing weekend*

## LIABILITY RELEASE & CONFIDENTIALITY AGREEMENT

### 1. ASSUMPTION OF RISKS:

I voluntarily elect to participate in the “Wife’s Healing Journey” experiential personal-growth program (“THE EVENT”) by Brothers on a Road Less Traveled (also called “Brothers Road”; formerly named “People Can Change”).

In doing so, I expressly accept and assume ALL of the risks that may arise through my participation in THE EVENT, its individual activities and processes, and through my association with the leaders, facilitators, volunteers and other participants, and by my very presence at the site or venue.

*Initial:* \_\_\_\_\_

### 2. RECOGNITION OF PHYSICAL AND EMOTIONAL RISKS:

By participating in THE EVENT, I voluntarily choose to explore and address issues that may have contributed to emotional pain or unresolved conflicts in my life and interpersonal relationships. In doing so, I acknowledge the possibility that I may at times during THE EVENT experience some degree of emotional discomfort or distress. I willingly take on that risk in the hope and belief that doing so may ultimately help me move forward in my inner healing and personal growth and development.

My participation in THE EVENT is purely voluntary, and I elect to participate in spite of the risks.

I acknowledge that participation in personal growth and development courses and activities involves both known and unanticipated risks that could inadvertently and unintentionally result in physical or emotional injury or damage to me 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:

- potential emotional stress or even trauma
- potentially strenuous or vigorous physical, mental, emotional and/or intellectual activity
- the possibility of slips and falls, bruises, sprains, lacerations, fractures, animal bites, stings or concussions
- under extremely unusual circumstances, the possibility of even more severe life-threatening hazards, including the remote possibility of death.

I recognize that THE EVENT leaders, facilitators and volunteers 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. RUN WORKSHOP, NOT THERAPY:

I recognize that THE EVENT is an experiential personal-growth workshop or seminar organized and facilitated by non-professional peer mentors who have relevant life experience and skills. I recognize that THE EVENT collectively and its individual activities and processes do not constitute professional therapy or professional psychological counseling.

I understand that THE EVENT leaders, facilitators and volunteers are not professional therapists or counselors—or in cases where an instructor, facilitator or volunteer happens to be a professional therapist or counselor in his everyday work life—I acknowledge that he is not working in that professional capacity in the course of THE EVENT.

*Initial:* \_\_\_\_\_

### 4. NO COERCIVE OR AVERSIVE PRACTICES; FREE TO “PASS” OR TO LEAVE ALTOGETHER:

I understand that the Wife’s Healing Journey program and its leaders, facilitators and volunteers do not engage in or support any activities, processes or practices that are manipulative, aversive, oppressive or compulsory in any way. Nor do they coerce or attempt to convince participants to change anything they do not want to change, to address issues they do not want to address, or to alter their religious beliefs, morals or values.

I recognize that I am free to “pass” or to choose to not participate in any given activity or process of THE EVENT for any reason and without explanation or justification. If I feel uncomfortable with any process, or it seems that it will violate my personal beliefs or boundaries in any way, I am welcome to step out of the process and rejoin the group later. I also am free to leave THE EVENT at any time, for any reason, and I understand that none of the leaders, facilitators or volunteers will attempt to compel me to stay against my will, nor unrealistically impede my voluntary departure.

*Initial:* \_\_\_\_\_

### 5. PROCESSES ARE REVEALED AS THE EVENT UNFOLDS:

I understand that THE EVENT is an experiential program that uses confidential, participatory processes to facilitate self-discovery, understanding and personal growth. I understand that experiential processes are—by definition—designed to be experienced, not explained or analyzed first. Therefore, I am aware that I will not be fully apprised of the upcoming agenda and the unfolding processes and activities.

If this should cause me distress or distrust, I recognize that I am free to ask THE EVENT facilitators to describe or explain an upcoming process to me before I decide whether or how to participate, and they will privately and respectfully attempt to answer my questions or address my concerns.

*Initial:* \_\_\_\_\_

### 6. HOMOSEXUALITY NOT A MENTAL DISORDER:

I understand that participants and volunteers involved in A Wife’s Healing Journey participants may include women whose husbands may identify as gay, bisexual or same-sex attracted. The program may include women whose husbands may be seeking to reduce or eliminate their erotic or romantic feelings for other men, or may have attempted or experienced such change in the past.

I understand that A Wife’s Healing Journey and its sponsoring organization, Brothers on a Road Less Traveled, do NOT believe and never represent that homosexuality is a mental illness, mental disorder or mental disease. I understand that Brothers Road teachings and programs are NOT based on any assumption that individuals necessarily *should* attempt to change their sexual orientation, nor does Brothers Road support any effort by a third party to compel any person to change his or her sexual orientation against his or her express wishes.

I understand that Brothers on a Road Less Traveled and its programs do, however, support *voluntary* sexual-orientation change efforts (SOCE) when such efforts are *intrinsically* self-motivated and not based on shame or other people's expectations or other outside pressure.

I further understand that the American Psychological Association has stated that some individuals who have engaged in sexual orientation change efforts have perceived benefit while others have perceived harm, and that all major national mental health organizations have expressed "concerns" about efforts to modify sexual orientation.

*Initial:* \_\_\_\_\_

#### **7. NO MISREPRESENTATION OR MALICIOUS INTENT:**

I certify that I am not participating in THE EVENT because of undue 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. I am not attending with the intent to undermine those who support the mission of A Wife's Healing Journey or its sponsoring organization, Brothers on a Road Less Traveled, or to critique or undermine their work.

*Initial:* \_\_\_\_\_

#### **8. TRUTHFUL PERSONAL INFORMATION**

I certify that I have given my true name and identifying information and have given truthful statements to written and oral questions from A Wife's Healing Journey staff or volunteer.

*Initial:* \_\_\_\_\_

#### **9. RESPONSIBILITY FOR MY OWN EXPERIENCE:**

I recognize that, ultimately, I am responsible for my experience of THE EVENT, how it may affect me, and the degree to which it may help to effect change, growth and development in my life.

*Initial:* \_\_\_\_\_

#### **10. BOUNDARIES AROUND PHYSICAL TOUCH OR HOLDING:**

I understand that an opportunity may be provided at certain times in the course of THE EVENT to do "inner child healing work" that may include, optionally, platonic holding or embrace by other women in small groups, under the supervision of THE EVENT leaders, facilitators and volunteers, should I desire to do so. I recognize that I am free to decline to receive or accept such holding or embrace, and I take full responsibility for communicating and maintaining my personal physical and emotional boundaries.

*Initial:* \_\_\_\_\_

#### **11. MEDICAL INSURANCE AND FINANCIAL RESPONSIBILITY:**

I certify that I have adequate health 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 that could interfere with my safety at THE EVENT, or else I am willing to assume and bear the costs and risks that may be created, directly or indirectly, by any such condition.

*Initial:* \_\_\_\_\_

**12. AGREE TO HOLD HARMLESS:**

I hereby voluntarily release, forever discharge and agree to indemnify and hold harmless:

- the Brothers on a Road Less Traveled organization (previously named People Can Change) and its Wife’s Healing Journey program
- its leaders, co-creators, facilitators, volunteers, staff, assistants and fellow participants, individually and collectively
- the \_\_\_\_\_ retreat center and its staff
- the Brothers on a Road Less Traveled board of directors, council of advisors, executive director and other organizational leadership as well as its founders, volunteers and any paid contractors, consultants or staff
- the families, employers, associates and affiliated organizations of all those listed above

against any and all claims, demands, or causes of action that may be connected in any way with my participation in, transportation to or from, or presence at THE EVENT, or use of its equipment or facilities. This includes any such claims that may allege negligent acts or omissions on the part of anyone involved in THE EVENT.

I hereby voluntarily agree to this release on behalf of myself, my children, my parents, my heirs, assigns, personal representatives and estate.

*Initial:* \_\_\_\_\_

**13. WAIVER OF RIGHT TO SUE:**

By signing this document, I acknowledge that if anyone is hurt or property is lost or damaged during THE EVENT, or if I suffer 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, leaders, facilitators, volunteers, or participants, as stated above.

If at any point I should dispute the terms of this liability release, I agree that any claims relating to this release shall be settled by binding arbitration in the U.S. state of Virginia or another location mutually agreeable to the parties.

*Initial:* \_\_\_\_\_

**14. I HAVE READ AND UNDERSTOOD THIS DOCUMENT:**

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: \_\_\_\_\_

Printed Name: \_\_\_\_\_

*Continue to Confidentiality Agreements*

## CONFIDENTIALITY AGREEMENTS

### 1. HOLD NAMES, IDENTITIES AND PERSONAL EXPERIENCES CONFIDENTIAL

I agree to forever keep confidential all names and identifying information of those participating in the Wife's Healing Journey experiential personal-growth program, whether as participants or leaders, facilitators or volunteers, without their express permission, or unless they themselves have first made public, of their own volition, their personal involvement in the program.

I agree to forever keep confidential any and all aspects of what others (leaders, facilitators and volunteers as well as participants) experience at THE EVENT and anything they may choose to disclose about themselves.

*Initial:* \_\_\_\_\_

### 2. HOLD EVENT PROCESSES AND ACTIVITIES CONFIDENTIAL

I agree to forever keep confidential all specifics about the actual processes and activities used in the course of THE EVENT. I understand that this is to preserve the confidentiality of the program's processes and activities for others who may participate in the future.

*Initial:* \_\_\_\_\_

### 3. NO PUBLICATION OR REPORTING

I 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 at THE EVENT without receiving, in advance of any and every publication or broadcast, the express written permission of the executive director of Brothers on a Road Less Traveled.

This agreement does not preclude me from privately sharing with personal acquaintances and family members my own thoughts and feelings about THE EVENT and how it affected me, if I choose, as long as I do so without violating my commitments to confidentiality regarding people, their experiences and event processes, as noted above.

*Initial:* \_\_\_\_\_

### 4. SELF-REPORTING OF ANY CONFIDENTIALITY BREACH

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 Brothers on a Road Less Traveled

*Initial:* \_\_\_\_\_

### 5. DAMAGES

I understand that, given the highly sensitive nature of THE EVENT, and the anticipated disclosures that likely will be made by some of its participants, money damages to Brothers on a Road Less Traveled 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 should deliberately or recklessly violate the confidentiality agreement, the damages payable to Brothers on a Road Less Traveled (formerly 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 Brothers on a Road Less Traveled for any attorneys’ fees and taxable court costs incurred by the organization in the event that I violate the terms of this confidentiality agreement, and Brothers on a Road Less Traveled pursues its claim through the courts.

*Initial:* \_\_\_\_\_

**6. MANDATED REPORTERS**

I understand that individuals may be participating in THE EVENT, either as participants, volunteers or staff, who may be designated, by the legal or ethical 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.

That means, for instance, that if a participant discloses that she abused a child at any time in his past, or is presently doing so, 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 the victim of abuse 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 of the law.

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

Printed Name: \_\_\_\_\_