

Muddy Boots Ministry

A PRIVATE MINISTRY OF FIFTH ELEMENT FREE CHURCH

AGREEMENT FOR MINISTRY SERVICES

Overview: I do hereby apply for services from Muddy Boots Ministry, a Private Ministry of Fifth Element Free Church, hereinafter referred to as the “Ministry.” By signing or affirming this Service Agreement, I hereby affirm that I have read through and agree with its terms.

Purpose: The Ministry is organized for educational, spiritual, and beneficent purposes, and is established under the exclusive jurisdiction of the Bylaws and Ecclesiastical Law of Fifth Element Free Church (hereinafter, the “Church”) and the Ministry, for furthering the upliftment and enlightenment of all people throughout the world, and the betterment of life on planet Earth.

Rights & Responsibilities: By signing or affirming the Services Agreement provided herein, I understand that I am granted the following rights and benefits, and I agree to the following responsibilities:

- The right to detailed, informed consent about the services rendered, and what to expect.
- Full and fair conflict resolution.
- Review of any supplemental information that may be presented to me by the Ministry.
- Guarantee that my personal information is secure, and that it will remain within the Ministry.
- My association with the Ministry will remain intact unless and until: (a) I submit, in writing, my desire to withdraw association; or (b) my association is terminated by the Ministry.

- Complaints against the Ministry must be submitted, in writing, to a Trustee of the Ministry within three months of the incident at issue. These complaints will be sent to the Tribunal designated by the Ministry for evaluation and remediation action (see below).
- I have reviewed and am in alignment with the Ministry's mission statement, which reads:

Mission Statement: Muddy Boots Ministry exists to foster the relationship between each child and God, the Creator. We do this by honoring each child and facilitating their connection to God, themselves, and nature through enriched outdoor learning experiences.

Voluntary Association: I voluntarily agree to associate with the Ministry, an unincorporated, free church ministry that is governed solely by ecclesiastical law, as interpreted by Fifth Element Free Church and Muddy Boots Ministry. My activities within the Ministry are a private, contractual matter that I refuse to share with any Local, State, or Federal regulatory or administrative agencies, unless I have been exposed to a clear and present danger of substantive evil. I hereby grant to the Ministry Trustees, their agents, employees, owners, and representatives, a release of liability and immunity from any and all liability, claims, demands or lawsuits related to my participation in Ministry activities. I hereby release the Ministry from all claims of negligence related to my participation in Ministry activities; where applicable, I have also made this determination on behalf of my minor children. I affirm that I understand the legal principle of "assumed risk," and I assume the responsibility for known, unknown and potential risks, and hold the Ministry and its agents, owners, employees, and representatives harmless from any and all liability and adverse consequences which may ensue from said risks.

I enter into this agreement of my own free will, without any pressure or coercion. I affirm that I do not represent any Local, State, or Federal agency whose purpose is to regulate or to carry out any mission of enforcement, entrapment, or investigation. I have read

and understand this document, and my questions have been answered fully, and to my satisfaction. I understand that I can withdraw from this agreement and terminate my association with this Ministry at any time, and that my privileges within the Ministry can and will be revoked if I engage in any abusive, violent, menacing, destructive, or harassing behavior towards any other person associated with this Ministry.

MEMORANDUM OF UNDERSTANDING

➤ I understand that members, vendors, instructors, counselors, teachers, practitioners, and/or service providers within the Ministry may or may not be licensed by the governmental board(s) that purport to regulate their activities. I understand that the members of the Ministry who provide services and care do so in their capacity as an approved Minister of the Church, and not in the capacity as a licensed provider. I further understand that it is entirely my own responsibility to consider the advice and recommendations offered to me by Ministry members, and to educate myself as to the efficacy, risks, and desirability of the same; and that the acceptance of the offered or recommended course of action is my own, carefully considered decision.

➤ I understand that, since the Ministry is an integrated auxiliary of Fifth Element Free Church, it may be outside the jurisdiction and authority of government authorities. Therefore, I agree that any and all complaints or grievances that I have against the Ministry, any of its Trustees, members, or other staff persons shall be settled by a Church Tribunal. The Tribunal shall be selected by the parties in accordance with Church rules, and its decision(s) shall be considered as a final and binding resolution of the dispute; it shall not be subject to appeal and may be entered as an order in any court of competent jurisdiction in the United States. Tribunal proceedings shall be conducted on a confidential basis, and the Tribunal's discretion to fashion remedies hereunder shall be no broader or narrower than the legal and equitable remedies available to any court.

➤ I understand that, to the extent required by law, it is entirely my own responsibility to properly register my child(ren) as homeschooled within the school district in the city/town where we reside. Where applicable, I agree to furnish copies of all relevant documentation confirming this registration to the Ministry, to do so in a timely fashion, and to update said documentation on an annual basis. If I have a moral or philosophical objection with homeschool registration, I agree to discuss this with the Ministry so that I can be accommodated. Failure to abide by these requirements may be grounds for immediate termination of this agreement.

➤ I understand that my financial contributions, if any, to the Ministry are legally classified as donations, and are therefore non-refundable. I further understand that my donation is being given in exchange for services, and that it is in an amount that is equal to the fair market value of those services; as such, this is a *quid pro quo* transaction and I am not entitled to deduct these donations on my personal tax returns. If I am in need of anything the Ministry provides, but cannot make the suggested donation, I understand that I can request a reduced donation amount, or ask that the suggested donation be waived in its entirety. I understand that, in some cases, my donation will secure a reservation for receiving Ministry services. If my child is unable to attend a session which has already been reserved by my donation, it is my responsibility to communicate my conflict to the Ministry within a reasonable amount of time, not less than 48 hours prior to the date and time reserved.

➤ I understand that none of the Ministry Trustees, their agents, employees, owners or representatives is a “common carrier,” or is in the business of providing transportation services to the public. With the understanding that all due care will always be taken by the Ministry, and to the extent that my child receives transportation services from the Ministry, I voluntarily agree to assume the full risk of any injuries, death, damages or loss that may be sustained as a result of participating in activities connected to or associated with receiving transportation services. I further agree to waive and relinquish all claims I may have (or that may accrue to me) against the Ministry arising out of any transportation services provided.

➤ I understand that, as a participant in Ministry services, images, photographs, or other likenesses of me or my child/children may be taken. I hereby grant the Church and Ministry my absolute permission to reuse, copyright, publish, or republish the same.

☐ **I hereby opt myself and/or my child[ren] out of this provision**

➤ I enter into this agreement of my own free will, without any pressure, coercion, or promise of result, and affirm that these pages, and other documents presented to me for signature by the Ministry, comprise the entire agreement for mine and my family's participation in the Ministry. If any part of this agreement should be deemed invalid, then such part shall be considered deleted and the balance shall continue in full force and effect.

Name (print): _____

Signature: _____

Date: _____