



**Please read carefully. By purchasing these services you (herein referred to as “Client”) agree to the following terms stated herein.**

## **PROGRAM/SERVICE**

Community Restorative Services and Solutions also known as The Center for Restorative Services and Solutions (The CRSS), (herein referred to as “Company”) agrees to provide **Restorative Services, Training and/or Consultation** (herein referred to as “Program”). Client agrees to abide by all policies and procedures as outlined in this agreement as a condition of their participation in the Program.

## **DISCLAIMER**

De’Nisha Beasley also known as Dinah, Sandra Ramocan and Lakeisha Avery Prince (herein referred to as “Restorative Practitioner”) and Company, is not a doctor, therapist, psychotherapist, psychologists or psychiatrist. The Client understands that the Restorative Practitioner has not promised, shall not be obligated to and will not act as a therapist providing psychoanalysis, psychological counseling or behavioral therapy. The Client understands that a relationship does not exist between the parties after the conclusion of this program. If the Parties continue their relationship, a separate agreement will be entered into.

## **RESPONSIBILITIES**

1. The Restorative Practitioner agrees to maintain the Code of Ethics and standards of behavior set out by the National Association of Social Workers (NASW).

2. The Client is responsible for creating and implementing his/her own physical, mental and emotional well-being, decisions, choices, actions and results. As such, the Client agrees that the Restorative Practitioner is not and will not be liable for any actions or inactions, or for any direct or indirect result of any services provided by the Restorative Practitioner. The Client understands coaching and restorative practices is not therapy and does not substitute for therapy if needed, and does not prevent, cure, or treat any mental disorder or medical disease.

3. The Client understands that the Program is not to be used as a substitute for professional advice by mental, medical or other qualified professionals and will seek independent professional guidance for such matters. If the Client is currently under the care of a mental health professional, the Restorative Practitioner will recommend that the Client inform the mental health care provider and the client may need to have a referral letter from their health care provider.

4. Client agrees to communicate honestly, be open to feedback and assistance and create the time and energy to participate fully in the program.

## **BILLING AND PAYMENTS**

The Client is expected to pay for each session at the time it is held or prior to, unless the Company and the Client agree otherwise.

The Company does not accept any form of insurance.

## **REFUND POLICY**

No refunds will be allowed once services are provided.

## **RESCHEDULING POLICY**

Once payment is made for booking a session, fees are 100% non-refundable, but session fees can be applied to an appointment at a later date if the Client needs to reschedule. Each client receives one free rescheduling if the session is rescheduled prior to the 48 hour window before the call. To reschedule, The client must do so prior to 48 hours before the scheduled session begins or the Client's payment and one-time complimentary rescheduling will be forfeited. To reschedule a session, simply send an email through the Company website [www.TheCRSS.org](http://www.TheCRSS.org).

## **PROFESSIONAL RECORDS**

The Company does not keep professional records of any form of Restorative Services provided. However, the Restorative Practitioner may keep records/notes for personal use. The Client is not entitled to receive a copy of the Restorative Practitioner's personal notes/records.

## **MINORS**

If a Client is under eighteen years of age, our Company only provides their parents/legal guardians with general information about our work together, unless The Restorative Practitioner feels there is a high risk that the minor will seriously harm themselves or someone else. In this case, the Restorative Practitioner will notify the parent/legal guardian of those concerns. Restorative Practitioners are mandated reporters and will report any suspicions of abuse and/or neglect to the Client's local authorities.

One goal of Restorative Services is to promote a stronger and better relationship between minors and their parents/families. However, it is often necessary for the minor to develop a "zone of privacy" whereby they feel free to discuss personal matters with greater freedom. By signing this agreement, The Parent/Guardian/Client understands that some information disclosed by your minor may remain confidential between the Restorative Practitioner and the minor. If The Restorative Practitioner ever believes the minor is at serious risk of harming him/herself or another, the Restorative Practitioner will inform the parent/guardian

Although the Restorative Practitioner's responsibility may require involvement in conflicts between the minor and parent/legal guardians, by signing this agreement the Client agrees that the Restorative Practitioner's involvement will be strictly limited to that which will benefit the parent/child relationship. This means, among other things, that the parent/guardian will treat anything that is said in session with the Restorative Practitioner as confidential. The Client agrees to never request for the Restorative Practitioner to testify in court, whether in person, or by affidavit. The Client also agrees to instruct their attorneys not to subpoena the Restorative Practitioner or to refer in any court filing to anything the Restorative Practitioner has said or done.

## **CONFIDENTIALITY**

In general, all information shared between the Restorative Practitioner and the client will remain confidential. If the Restorative Practitioner believes that a client is threatening

serious bodily harm to self or another, the Restorative Practitioner may be required to take protective actions. These actions may include notifying the potential victim, contacting the police/Child Protective Services or Adult Protective Services, or seeking hospitalization for the client. If the client threatens to harm her/himself, the Restorative Practitioner may be obligated to seek help for hospitalization for her/him or to contact family members or others who can help provide protection. If a similar situation occurs, the Restorative Practitioner will make every effort to fully discuss it with the Client before taking any action.

The Client understands that other employees at the Company may have access to their records, phone messages, or other confidential information.

The Restorative Practitioner may occasionally find it helpful to consult other professionals about the client's case. During a consultation, the Restorative Practitioner will make every effort to avoid revealing the identity of the Client. If the Client doesn't object, the Restorative Practitioner will not tell the Client about these consultations unless they feel that it is important to their work together.

## **LIMITATION OF LIABILITY**

The Client agrees they are using the Company's services at their own risk. The Client releases the Company, its officers, employees, directors, subsidiaries, principals, agents, heirs, executors, administrators, successors, assigns, instructors, guides, interns, staff, Participants, and related entities any way as well as the venue where the Programs are being held (if applicable) and any of its owners, executives, agents, or staff (hereinafter "Releases") from any and all damages that may result from any claims arising from any agreements, all actions, causes of action, contracts, claims, suits, costs, demands and damages of whatever nature or kind in law or in equity arising from my participation in the Programs. The Client accepts any and all risks, foreseeable or unforeseeable. The Client agrees that the Company nor the Restorative Practitioner will not be held liable for any damages of any kind resulting or arising from including but not limited to; direct, indirect, incidental, special, negligent, consequential, or exemplary damages happening from the use or misuse of the Company's services or enrollment in the Program. The Company assumes no responsibility for errors or omissions that may appear in any of the program materials.

## **MODIFICATION**

The Company may modify terms of this agreement at any time. All modifications shall be posted on the Company's website and Clients shall be notified.

## **TERMINATION**

The Company is committed to providing all clients in the Program with a positive experience. By purchasing this service, the Client agrees that the Company may, at its sole discretion, terminate this Agreement, and limit, suspend, or terminate Client's participation in the Program without refund or forgiveness of monthly payments if Client becomes disruptive to the Company or Participants, the Client fails to follow the Program guidelines, is difficult to work with, impairs the participation of the other participants in the Program or upon violation of the terms as determined by the Company. The Client will still be liable to pay the total contract amount.

## **INDEMNIFICATION**

The Client shall defend, indemnify, and hold harmless the Company, the Company's officers, employers, employees, contractors, directors, related entities, trustees, affiliates, interns, and successors from and against any and all liabilities and expense whatsoever – including without limitation, claims, damages, judgments, awards, settlements, investigations, costs, attorneys fees, and disbursements – which any of them may incur or become obligated to pay arising out of or resulting from the offering for sale, the sale, and/or use of the services, excluding, however, any such expenses and liabilities which may result from a breach of this Agreement or sole negligence or willful misconduct by Company, or any of its shareholders, trustees, affiliates or successors. The Client recognizes and agrees that all of the Company's shareholders, trustees, affiliates and successors shall not be held personally responsible or liable for any actions or representations of the Company. In consideration of and as part of the Client's payment for the right to participate in Company's Programs, the undersigned, my heirs, executors, administrators, successors and assigns do hereby release, waive, acquit, discharge, indemnify, defend, hold harmless and forever discharge Company and its subsidiaries, principals, directors, employees, agents, heirs, executors, administrators, successors, and assigns and any of the training instructors, guides, staff or students taking part in the training in any way as well as the venue where the

Programs are being held (if applicable) and any of its owners, executives, agents, or staff (hereinafter "Releases") of and from all actions, causes of action, contracts, claims, suits, costs, demands and damages of whatever nature or kind in law or in a equity arising from my participation in the Programs.

## **DUTY TO READ**

I accept that under this agreement, I have a duty to read this terms of participation policy, and have done so. Furthermore, I understand and accept that I am precluded from using lack of reading as a defense against all remedies contained herein.

This is the entire agreement of the parties, and reflects a complete understanding of the parties with respect to the subject matter. This agreement supersedes all prior written and oral representations.

Client Name 1: \_\_\_\_\_

Client Signature: \_\_\_\_\_

Parent/Guardian: \_\_\_\_\_

P/G Signature: \_\_\_\_\_

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

Client Name 2: \_\_\_\_\_

Client Signature: \_\_\_\_\_

Parent/Guardian: \_\_\_\_\_

P/G Signature: \_\_\_\_\_

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

Client Name 3: \_\_\_\_\_

Client Signature: \_\_\_\_\_

Parent/Guardian: \_\_\_\_\_

P/G Signature: \_\_\_\_\_

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

Client Name 4: \_\_\_\_\_

Client Signature: \_\_\_\_\_

Parent/Guardian: \_\_\_\_\_

P/G Signature: \_\_\_\_\_

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

Restorative Practitioner \_\_\_\_\_

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

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