



# HOLMESBURG CHRISTIAN ACADEMY

Big Thinking. Small School.

## RELEASE OF LIABILITY AND AGREEMENT FOR BINDING ARBITRATION

This release and agreement is made by \_\_\_\_\_  
Mother's/Guardian's Name

whose address is \_\_\_\_\_

and \_\_\_\_\_  
Father's/Guardian's Name

whose address is \_\_\_\_\_

as the parent(s)/guardian(s) of \_\_\_\_\_  
Student's name

who resides at \_\_\_\_\_.

### **RELEASE OF LIABILITY**

In consideration for admission, attendance, and participation in the activities of Holmesburg Christian Academy, the parents/guardians and minor child hereby release and discharge Holmesburg Baptist Church and Holmesburg Christian Academy, their agents, employees, officers, and volunteers, including successors and assigns, from all claims, demands, actions, and judgments which the undersigned parents/guardians and/or the minor child, their heirs, executors, and administrators may have or claim to have for all personal injuries known or unknown and injuries to property caused by or arising out of the above described attendance and activities.

### **CHRISTIAN MEDIATION AND BINDING ARBITRATION**

As stated in the Parent-School Agreement, all claims between parents, students, Holmesburg Christian Academy and Holmesburg Baptist Church (collectively, "the parties") shall be settled by Christian mediation and binding arbitration. Our signatures on this Release and Agreement confirm our understanding of this policy and our agreement to abide by it.

The parties to this agreement believe that the Bible commands them to make every effort to live at peace and to resolve disputes with each other in private or within the Christian community in conformity with the Biblical injunctions of I Corinthians 6:1-

8, Matthew 5:23-24 and Matthew 18:15-20. Therefore, the parties agree that any claim or dispute arising out of, or related to, this agreement or to any aspect of the school relationship, including any claim, tort claim or statutory claims, shall be settled by biblically-based mediation.

If resolution of the dispute and reconciliation do not result from such efforts, the matter shall then be submitted to a panel of three arbitrators for binding arbitration. The selection of arbitrators and the arbitration process shall be conducted in accordance with the Rules of Procedure for Christian Conciliation of the Institute for Christian Conciliation as printed in the Guidelines for Christian Conciliation handbook [(406)256-1583].

**THE PARTIES AGREE THAT THESE METHODS SHALL BE THE SOLE REMEDY FOR ANY CONTROVERSY OR CLAIM ARISING OUT OF THE SCHOOL RELATIONSHIP OR THIS AGREEMENT AND EXPRESSLY WAIVE THEIR RIGHT TO FILE A LAWSUIT AGAINST ONE ANOTHER IN ANY CIVIL COURT, EXCEPT TO ENFORCE A LEGALLY BINDING ARBITRATION DECISION.**

Each party, regardless of the outcome of the matter, agrees to bear the cost of his, or her or its own arbitrator and one-half of the fees and costs of the neutral arbitrator and any other arbitration expenses.

\_\_\_\_\_

Mother's/Guardian's Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Father's/Guardian's Signature

\_\_\_\_\_

Date