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Enrollment Agreement – EEIAP

This Agreement, by and between Xtreme Faith Academy, Inc., DBA Abundant Life Academy, Inc., hereinafter referred to as “Academy” and _____ (parents or guardian of enrollee hereinafter referred to as “Parent”), is entered into this _____ day of _____, 200____, and will continue for a period of not less than 6 months and not more than 12 months. This Enrollment Agreement is in reference to the enrollment of _____ (stated name of the child of Parent or “Guardian” hereinafter referred to as “Youth”).

1. The Academy is a unique Christian Leadership boarding school for “entitled” teens with the main campus located at 220 W 300 N, Kanab, Utah. The mailing address is 220 W 300 N, Kanab, Utah 84741. It is known by all parties that the Academy utilizes a unique blend of Christ-centered Leadership Training and accredited long distance learning educational curriculum to help Youth to grow and mature into responsible young people. The Parent is enrolling the Youth into the Academy with the intention to enhance and promote the educational, emotional, and spiritual growth of the Youth. It is known that the Academy will utilize the Holy Bible and “mainstream” Christian principles to promote the emotional and spiritual growth of the Youth. The Parent fully acknowledges and realizes that the degree of “Youth’s” educational, emotional, and spiritual and growth is not the responsibility of the Academy, and falls completely upon the willingness of Youth to participate in the services offered by the Academy. In other words, the Academy does not force any Youth to complete educational curriculum or to comply/adhere the teachings of the Bible, nor does the Academy force the student to accept and practice the Christian principles taught by the Academy. In other words, the Academy does not punish, coerce, or force any student to perform educationally, emotionally, or spiritually. The “Youth’s” participation is all voluntary and by his/her choice.

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The main purpose of the Academy is to provide a new educational opportunity, as well as to redirect/restore the Youth back to his/her family’s Christian values through a process of Distance Learning Educational Programming, as well as “mentoring” (Christian values training: teaching the principles of Bible which include: “Service toward others”; “caring for the needs of others”; “participation in community service projects and other compassionate/evangelical acts”, “learning the principles of ‘submission to parental authority’ ”, and development of character through training in “discipline, good work ethics, respect toward authority and property, integrity, trustworthiness, and honesty”). The Parent fully acknowledges and understands that the purpose of the Academy is to positively influence the educational, emotional, and spiritual growth of the Youth, whereas the Academy introduces controlled and measured challenges to the Youth so as to help them learn to serve the needs of others.

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The Parent fully understands that the premise or philosophy of the Academy is that the troubled teen is not “troubled”, only that he/she is essentially “spoiled” (a term meant to describe an entitled teen who is emotionally immature with a

sense of “entitlement”) because he/she has been given too many resources (education, material wealth, etc.) yet takes everything for granted, and does not appreciate the material blessings and educational opportunities made available to the teen by the parent. Additionally, this Youth is acting self-centered, thinking only of him/herself, and refuses to take responsibility for his/her self-centered actions, blaming others for his/her poor choices. Moreover, the Parent recognizes that the Youth is acting irresponsibly, struggles to take responsibility for his/her actions, struggles with parental authority, and in most cases has been “rescued” from the consequences of their poor choices and has not been held accountable for his/her inappropriate behavior. This Youth has not learned to persevere through tough and difficult, yet normal, situations that most teens face during adolescence. This Youth has not learned to deal with simple adversity, and instead of facing difficult situations with a mature attitude and approach this troubled teen is choosing to “escape” through various inappropriate choices.

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The Parent full acknowledges that the typical Youth that the Academy serves is a good kid from a good Christian family, yet this Youth has ventured away from his/her Christian heritage and Christian values of his/her upbringing and is adopting the values of the “Godless” culture that has become predominate in the United States. This Youth is also failing to invest him/herself for the future, acts lazy, and may not be contributing to the high level of personal wealth and comfort he/she enjoys through the provisions of the Parent. Essentially, the Youth thoroughly enjoys the fruit of their parent’s hard work and prosperity, but acts entitled and believe that he/she deserves the high standard of living without contributing or investing him/herself in maintaining the standards. This Youth believes that he/she should continue to receive the blessings of his/her parents with no strings attached, and his/her life should not be controlled, monitored, or supervised by “Parents”.

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The Parent fully acknowledges that they have read and agree with the definition of a “Troubled Teen” found on the Academy web site.

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The Parent fully acknowledges that Youth generally does not respect his/her parent’s authority and the Parent has determined that the Youth is not currently able to make decisions that are in the best interest of the Youth. It has been determined by the Parent that this Youth is in need of a temporary out-of-home placement for the purpose of enhanced Christ-centered character/leadership training. The Parent fully acknowledges and understands that the Youth has rejected the Parent’s attempt to provide the enhanced character training in the home and is now in need of the support of the Academy. The Parent declares that every reasonable attempt has been made to provide the enhanced character training the Youth needs while the Youth was living at Parent’s home, and it has now been determined that the Youth is in need of specialized training that could not be provided by the Parent in their home. In essence, the Parent is seeking the support of the Academy to redirect and restore the Youth by providing the Christian Leadership Training as stated in the Academy’s web site.

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The Parent acknowledges and declares that to some degree the Youth is selfish, self-centered, and unwilling to live up to their academic/personal potential. This Youth has made poor personal decisions and may not be adequately applying him/herself academically or socially. One of the purposes of the Academy is to present a safe, yet basic environment (without the materialistic resources that the Parents provided to the Youth prior to the Youth enrolling in the Academy). The Parents acknowledge that the Academy purposely produces controlled adversity training that is meant to create a sense of appreciation in the Youth for all resources, material and educational provisions that were once offered by the parent. In other words, the Youth will earn the nonessential material resources once provided by the Parent.

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The Academy's hope is to instill in the Youth a sense of appreciation for the Youth's parent's authority, and a sense of gratefulness for all that the Parent has provided toward the personal success of the Youth. Essentially, the Academy intends to use boarding placement along with Christian leadership training as a means to create a sense of appreciation in the Youth for all that his/her parent's have provided. It is the Academy purpose and intent to redirect the Youth back to a child who is appreciative with the potential to be educationally successful. The Parent promises to support the Academy in this endeavor. The Parent promises to refrain from undermining the efforts of the Academy by promising to not provide Youth with material resources or emotional support that they have not earned. Additionally, the Parent promises to support the Academy in its efforts to hold the student accountable for his/her negative actions, and the Parents promise to not "rescue" the Youth from his/her poor and/or inappropriate choices.

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The Academy offers no guarantee of success and emphatically declares that any level of success of the Youth completely falls upon the Youth's willingness to learn and apply the principles and training provided by the Academy, and the Parent's willingness to insist that the Youth finishes the entire program to full completion. No Youth will be forced to participate or practice the principles taught by the Academy. No punishment will be brought upon the Youth by the Academy for failing to apply the principles taught by the Academy. Although the Academy declares that all participation of Youth is voluntary, the Youth will be encouraged and compelled by the Academy to fully participate and take full advantage of the training offered by the Academy. The Academy fully expects the Parents to support the Academy's efforts to compel the Youth to fully participate in all program elements.

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The Parent fully understands that the Academy EEIAP program is a minimum of 6 months, and a maximum of 12 months in duration. The Parent fully understands that the Academy presents three trimesters (approximate duration of Trimester II and III varies from student to student. The first trimester will be no shorter than 2 months and one day), with specific criteria and goals in each of the semesters (see the "Student Manual" for the list of specific criteria to be completed in each Trimester). The Parent fully understands that the Youth will not progress from one trimester to another trimester without fully completing the prescribed curriculum identified in each trimester (Please see "Student Manual" in determining the criteria outlined for each semester). Although it is expected that Parents would encourage the Youth to complete the entire program as quickly as possible and to strive to complete the program in less than 12 months, the Parent agrees to not discuss the issue of graduation with the Youth unless the Academy Program Director is directly involved in the communication. The Parent understands and acknowledges that any unauthorized communication between Parent and Youth in regard to early graduation would undermine the efforts of the Academy. The Parent promises to not discuss, at any time, for any reason, an early graduation date, or make any "deals" with Youth regarding early graduation. The Parent promises to insist in all communication with Youth that they are expected and required to completely, and fully, complete the entire Academy program prior to their departure from the Academy. The Parent promises to inform the Academy any time the Youth attempts to discuss an early graduation date, or "deal". Once the Youth completes all three trimesters and returns home, the Parent understands that the Academy will provide to the Family an optional Aftercare Program for the purpose of Continued Family Restoration. In this Aftercare Program, the Youth and the Parent will receive at-home coaching via telephone, email, videoconference, or other form of communication by an Academy designated representative. The Aftercare Program is more fully explained in the document entitled "Aftercare Program," which document is incorporated fully into this Enrollment Agreement. During the Youth's participation in the Academy program, the Youth will also have the option to take part in an International Mercy Ministry Trip for the purpose of Participating in a Christian outreach project. The International Mercy Ministry Trip is more fully explained in the document entitled "Mercy Ministries Transition Requirements," which document is incorporated fully into this Enrollment Agreement.

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The Parent fully understands that Abundant Life Academy is not a therapeutic school, residential treatment program, or substance abuse program. The Parent fully understands that the Academy does not provide mental health services, therapy, or secular counseling of any kind. The Academy is a Christian leadership program where students are mentored and coached by using the principals found in the teachings of Jesus Christ as recorded in the New Testament. The Parent fully acknowledges that from time-to-time, after the Youth has been enrolled it might be discovered that Youth will be in need of “therapeutic” services provided by a License Clinical Social Worker or Licensed Professional Counselor. The decision to have the Youth treated by an LCSW or LPC is solely that of the Parent and not the responsibility of the Academy. Although the Academy will provide transportation for the Youth to be seen by a licensed professional, the cost to transport and supervise the Youth will be provided by the Parent. The minimum cost for transporting and supervising the Youth will be \$75.00 per visit. Additionally, the Parent will be fully responsible to cover the cost to provide the “therapeutic services”.

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2. Parent wishes to place the Youth named _____ in the care of the Academy for a period of time to be determined pursuant to the terms of this Enrollment Agreement, which is not less than 6 months*, and not more than 12 months. If the enrollment of Youth surpasses the 6month term this contract will automatically renew each month until the Parent presents a written termination of enrollment or the Youth has been enrolled continuously for 12 months.

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It is the understanding of the Parent that this Enrollment Agreement will be in effect for at least 6 months and thereafter will become a month-to-month agreement until terminated by the Parent. The Parent understands and agrees that they are responsible for paying the pre-enrollment rate of \$20,000 (plus the current prorated month) to cover the tuition for the first full 3 months (90 days), plus the first month pro-rated amount. Starting month 4 the parent agrees to pay \$5,000 per month, each month, until the youth completes the EEI Program (the EEI Program is 6 to 9 months in duration, and not to exceed 12 months). The parents can also purchase the option of Mercy Ministries International Trip (\$2,500), Aftercare Coaching (\$1,495), and Athletic Fee (\$500). If the Youth is unable to complete the entire program in 6 months, he/she will be given the opportunity to continue until completion. Our hope is that the Youth will finish the program before the end of the 9th month. For each additional month thereafter the initial 3 months the Parent will be required to pay the academy the rate of \$5,000 for each additional month (months 4, 5, and 6 if needed). The Parent understands, acknowledges, and agrees and to keep their Youth enrolled at the Academy until Youth fully completes the entire program [program completion is at the sole discretion of the ALA staff] as described in the “Student Manual”.

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The Parents understand and fully acknowledges that the Academy designates “student graduation” on the last day of each month. Any Youth that has completed the entire program will only be able to graduate and leave the program on the last day of each month. If the youth is taken out of the Academy, by the Parent, prior to the graduation date (designated as the last day of each month), the Parent acknowledges that they are still responsible to pay for the Youth’s total program and no refund of tuition will be provided.

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The Parent understands and fully acknowledges that Parent will be responsible for paying all tuition or unpaid fees for the duration of this enrollment period whether or not Youth completes the entire program. In essence, the Parent understands that they will be responsible to pay a total of \$20,000 pre-enrollment plus \$15,000 tuition for months 4 through 6, whether or not Youth completes the entire program. In the case that the Parent terminates the enrollment of the Youth prior to the “Youth’s” completion of the program, or prior to completion of 9 months, “Parents” will still be responsible for paying the full amount due as described above as if the Youth remained as an enrolled student. The Parent understands and fully acknowledges that any funds paid in advanced by the Parent will be forfeited to the Academy and would not return to the Parent as a refund in the case of early departure. Again, in the event that Parent terminates the enrollment agreement (early departure) prior to the Youth’s completion of the program, or, prior to the end of this agreement, the Parent will still be responsible to pay for the entire 6 month program and would not receive a refund of any funds paid in advance. By entering into this enrollment agreement the Parent is stating that they fully intend to see Youth complete the program in its entirety (minimum of 6 months, maximum of 12), and are not willing to pull Youth out of the program prior to Youth’s completion of the program or prior to completion. The Academy acknowledges that parents in the past have been hasty and pulled their child out of the academy prior to the completion their child’s program. The Parents signing this agreement acknowledge that the parents who terminate their child’s enrollment early usually do so due to the fact that their child is doing so well at the time of termination, and the parent can’t see the value in continuing the enrollment until completion of the program or completion. These parents don’t realize that the student is doing well because of the support of the Academy, and all students need to go through a preparation stage (transition phase) and prepare to take their success with them as the leave the Academy. Parents who skip this process and bring their child home early often later regret their decision to pull their child early. Additionally, the most powerful part of the Academy program is the powerful restoration from the students who are preparing to go home. These students are extremely mature and are a major part of helping the new incoming students to make the same changes. The students preparing to return home (program graduates) are required to “give back” what they have received to the new incoming students, helping the entering students to make major changes in their lives. When parents pull their child early the new students are cheated out of the powerful experience they could have gotten from the graduating student. This is why the Academy guarantees that all students who complete the entire program will be successful at home after completing the program. If any Youth completes the Academy program (Program Graduate) and does not succeed after returning home, the Academy will reenroll the student for as long as it takes to get the student back on track (See “ALA Aftercare Program” for complete details). The Parent signing this enrollment agreement fully understands and acknowledges that Youths who depart the Academy early (fail to graduate) are usually not as successful upon their return home. The Parent signing this agreement fully understands and acknowledges that every Youth that departs from the academy early and returns to their old negative behaviors after returning home not only hurts the Youth and his/her Parents, but also hurts the credibility of the Academy. The Parent signing this agreement the parent promises that even if Youth begins to do well after only a few months after enrollment into the Academy, and seems to be “fixed”, “restored”, and ready to return home, will not pull Youth out of the program early. The Parent signing this agreement completely and fully agrees to forfeit any and all funds paid in advance if they pull Youth prior to the completion of the program.

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3. Parent understands that Youth will be enrolled in the Academy located in Kanab, Utah. The Parent acknowledges and understands that the Academy will provide residential boarding that is clean and safe, meeting the essential basic needs [no frills] (a set menu with plentiful nutritious food, safe shelter, immediate access to medical treatment, personal hygiene, etc.) of the student. The hope of the Academy is that upon the Youth's return home the Youth will appreciate the resources (good education, nice home, warm bed, good meals, fine clothes, autos, etc.) that were lost upon Youth's enrollment, but perhaps reoffered by the Parent upon the Youth's return home. It is also the hope of the Academy that the Youth will be thankful and appreciative upon his/her return for all the blessings that he/she has received from all sources.

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The Parent fully understands and acknowledges that during the first of three trimesters (each semester is at least 60-days in length) the Academy does not place the academic performance of the Youth as the number one priority. The typical new student is not usually academically motivated, and therefore in the first trimester the Academy is more focused on redirecting the Youth's attitude toward education. The Parent fully understands that the Youth will be encouraged to excel academically immediately upon enrollment, but the expectations are that the Youth will typically perform better academically during trimesters two and three. In trimester one the Youth are being trained and re-introduced to rigors and demands of effectual academic performance. The Parent fully acknowledges and understands that the priority of trimester one is to redirect the Youth and is focused mainly on emotional maturity. Although the Youth will be provided academic curriculum in trimester one, the bulk of the academic portion of the Academy will occur in trimester two and three, as the priority shifts from the completion of the Christian Leadership curriculum to the academic curriculum.

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4. During the course of this agreement the Academy agrees to provide the following for the Youth:
- A. Room and board; includes clean, safe, and warm housing (bedding and linen, towels, wash clothes, basic hygiene products, etc), all meals, adult supervision, and supervised recreational activities.
 - B. Monthly student progress reports in regard to the spiritual and educational progress of the Youth to the Parent via database entries (Student Record System), email, fax, phone contact, or written report as per the request of the Parent;
 - C. Weekly phone contact from Youth to Parent (with the exception of the first four weeks of enrollment where there may be a voluntary communication blackout period where the Youth is getting acclimated to the Academy).
 - D. Unrestricted contact with Youth via email and regular email.
 - E. Academic proctoring and tutoring.
 - F. Supervision and Christ-centered "life coaching" in accordance with the Student Manual;
 - G. Personal Mentoring and guidance in Christian Leadership Training (See Student Manual)
 - H. A Student Manual, which sets forth, the details by which the Academy will conduct its daily operations and which shall be available for review by Parent. Said Student Manual may be revised, updated, and improved from time to time, at the sole discretion of the Academy.

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5. Prior to enrollment the Parent shall be responsible to send the most updated and current academic transcripts of the Youth to Abundant Life Academy (or other curriculum provider approved by the Academy). Academy will provide Youth with educational supervision and assistance, tutoring, and other academic support. The Academy will monitor the Youth's work and provide monthly updates to the Parent regarding the Youth's academic progress. If the Youth graduates from High School while enrolled at the Academy the Parent agrees that the Youth will immediately enroll in college courses provided by the Academy. The Parent agrees that Youth will not be pulled out of the Academy after Youth graduates from High School, and will support the Academy in everyway to insist that High School graduates will immediately begin taking college courses.

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6. The Parent shall be responsible to select, make arrangements, and pay for transportation from home to the Academy and from the Academy back home, as well as any other incident of travel home while the Youth is enrolled in the Academy. In case of emergency or enrollment termination, the Parent is responsible to select, make arrangements, and pay for transportation of Youth.

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7. The Parent shall be responsible to monitor the accumulation of the "Youth's" academic credits toward graduation or any specific certificate. The monthly tuition that the "Parents" pay includes the cost of one semester of academic school year, not to exceed 5 credits (5 credits represent one full academic year). From time-to-time a Youth will perform more than 5 academic credits. In the event Youth completes the full academic school year (5 credits) prior to the end of his/her enrollment, and wishes to continue earning credits (High School or College Credits), the parent will pay an additional monthly fee (above and beyond the monthly tuition). The parent fully acknowledges that the monthly fee for students earning more than five credits will be \$375 per month.

8. The Parent shall be responsible to provide the following for Youth while in the care of the Academy.

- A. ALL Personal Clothing items including the ALA Uniform (See ALA Uniform Order Form on ALA web site) as well as specialized items as needed (shoes, jackets, windbreakers, rain gear, gloves, boots, athletic apparel/equipment, etc.); This clothing requirement also includes an "initial enrollment uniform" package, which is 6 – ALA Tshirts, 2 – ALA Sweat Bottoms, 1ALA Hooded Sweatshirt (see "initial uniform order" form on the application page of the Abundant Life Academy web site.). The Parent understands that they are responsible to replace all lost or worn clothing items at least every 3 months.
- B. ALL specialized Hygiene or Medicinal Products (prescription drugs);
- C. Recreational Equipment and Vocational Tools;
- D. Medical and Dental Insurance, including the Copayment for Doctors visits and prescriptions;
- E. Medications, Dental & Medical Care; including any special expense incurred, such as Transportation and/or specialized supervision (Minimum of \$75)
- E. Miscellaneous personal items such as; lap tops, computers, portable music players, musical Instruments, magazines, etc.
- F. School Uniform Replacement Items. The Parent acknowledges and understands that every 90 days they will be responsible to order "replacement" uniform items that have been lost or worn out.

F. Bible and other approved reading materials

G. "Student Care Package" every 30 days that would include replacement items as needed, such as; underwear, shoes, shorts, etc. (For specific list of replacement items Parent will work directly with the Academy through the "Youth's" assigned Family Representative). The Parent understands that even though the Academy does not encourage it, students often trade, sell, lose or destroy personal items. Therefore, the Academy discourages Parents from sending expensive personal items with or to the Youth. The Parent understands that they provide these personal items to the Youth at their own expense and risk. These personal items are not covered items under any insurance policy of the Academy and the Academy assumes no liability or responsibility for a Youth's personal item that is traded, sold, lost, destroyed or otherwise disposed of.

H. Athletic Participation Fee of \$500 (students participating in the Utah Interscholastic Sports Programs offered through Academy (boys football, cheerleading, boys and girls basketball, boys baseball, girls softball, and cross country)

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9. As stated in section 2 above the Parent shall be responsible to provide an upfront payment of \$20,000 (plus the current prorated month) to cover the tuition for the first three months. This amount shall be paid prior to the "Youth's" arrival to campus and enrollment in the program. This tuition amount covers the specific costs and expenses of the Youth to prepare for the "Youth's" enrollment, as well as the miscellaneous costs/expenses incurred by the Academy on behalf of the Youth or his/her "Parents" throughout his/her enrollment. The following list represents some of the usual expenses of which are covered by the one-time enrollment fee:

A. Academy Leadership Curriculum, Trainings, Materials, and Conferences; 24hour supervision, Life Coaching, etc.

B. Non-specialized hygiene products and supplies

C. Bedding, Linen, Towels

D. Incidental transportation while enrolled in the school.

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10. The Parent shall provide health/medical/prescription insurance coverage for the Youth in order for Youth to enroll into Academy and/or participate in Recreational & Social Activities. The Academy, from time to time, will present recreational and social activities opportunities for the Youth, including but not limited to community travel, in-State travel, Christian conferences & concerts, local theatre, service projects, hiking, biking, skateboarding, snow-boarding, skiing, wake boarding, boating, football, basketball, volleyball, Frisbee, golf, horseback riding, etc. These recreational opportunities shall be optional at the discretion of the Parent. They will not be mandatory for any Youth and will be provided for recreational enjoyment only. The "Parents" agree to provide a written statement of permission (Liability Wavier) for Youth to participate in recreational and/or social opportunities presented by the Academy.

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11. Whenever appropriate and possible, the Academy shall notify Parent of recreational and social activities, Mercy Ministries projects, vocational training, or employment opportunities available for Youth. If Parent allows Youth to participate, they hereby acknowledge that such activities may be at locations other than the Academy and under the

supervision of other adults not employed by the Academy.

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12. The “Parent agrees to fully disclose to the Academy any material fact in the “Youth’s” history which may be an indication that the Youth is at risk for suicide, running away from home, substance abuse, acting out sexually, or any other problematic behavior, whether criminal or otherwise. The Parties hereto agree that such information shall be considered material to the negotiation and execution of this “Enrollment Agreement”. The Parties hereto agree that such information shall be considered confidential and will not be shared with anyone unless given written permission to do so. The Parent acknowledges that if after the “Youth’s” enrollment the Academy discovers material facts that prove a propensity for or history of attempted suicide, running away, substance abuse, acting out sexually, or any other problematic behavior, whether criminal or otherwise, the Academy reserves the right to expel the Youth if it is deemed that the Youth would need services above that which the Academy can provide. The Academy promises to do everything under its power to serve the Youth, but depending upon the depth of the “discovered” issues in the best interest of the Youth the Parent might be in the position of finding a new school or program. If in fact the Academy expels a Youth for the reasons described in number 12, **at the Academy’s discretion**, all or a portion of any unused tuition may be returned to the Parent. The Parent acknowledges the “International Mercy Ministries Trip”, “Aftercare Coaching”, and “Athletic Fee” is nonrefundable in any case of early enrollment termination. The Academy’s policies regarding the expulsion of students are addressed more fully in the document entitled “Expulsion Policies”, which has been provided to the Parent. This document may be revised at the Academy’s discretion. Upon revising the Expulsion Policies, the Academy will provide a copy of the revised document to the Parent or otherwise notify the Parent that the revised document is available on the Academy’s website at AbundantLifeAcademy.com. The most recent version of the Expulsion Policies is expressly incorporated in full into this Enrollment Agreement by this reference. In the event of a conflict between the expressed terms of this Enrollment Agreement and the Expulsion Policies, the terms of the Expulsion Policies shall govern as to all matters relating to expulsion of the Youth and refunds that may be due to the Parent.

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13. The Academy acknowledges that there can be “Special Circumstance” beyond the “Parent’s” control where the Parent will be forced to terminate the enrollment agreement early (prior to the end of the 6 month term). Some examples of “Special Circumstances” would be severe financial distress, or medical emergency within the “Youth’s” family. It will be the sole discretion of the Academy to accept the “Special Circumstances” to warrant early termination. In the case of justifiable early termination of this Enrollment Agreement due to the Academy’s major breach of this contract, the Parent must state in writing the exact nature of the Academy’s breach of agreement and provide clear proof of the breach. In the event of an actual breach of the agreement has occurred by the Academy any past due tuition MUST be paid by the Parent prior to the approval of the termination; Parent MUST pay fees and past due tuition fees prior to the termination of this Enrollment Agreement. Again, in the case of justifiable early termination of this Enrollment Agreement due to “Special Circumstances” the Parent must state in writing the exact nature of the “Special Circumstances”. If the Academy finds that the Parent has met the burden of proof regarding the “Special Circumstances” the Academy will return any unused/remaining portion of the tuition if paid in advance.

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14. Upon any serious infraction by the Youth, as defined by the Student Manual, early termination (Youth expelled from the Academy) may be effected at the sole discretion of the Academy, and advanced tuition payments will not be refunded until any and all damage caused by Youth is paid in full, including 30days of tuition to be paid to the Academy after the termination. Additionally, the Parent agrees to pay any and all property damage, or damage to a person, or “business related” injuries (i.e., the Academy’s reputation within the community) caused by or incurred by the Youth while enrolled with the Academy

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15. In the event that the enrolled Youth’s behavior begins to deteriorate after enrollment, the Parent fully understands and agrees that the Academy may provide an alternative to expulsion of the Youth and termination of the Enrollment Agreement. The Academy may offer the Parent the opportunity to have the Academy temporarily suspend the Youth’s enrollment, if the Parent enrolls the Youth into a short-term Wilderness Program/Boot Camp, subject to the conditions

described in this paragraph. In the event the Parent wishes to explore this alternative to expulsion, the Academy will assist the Parent in finding an educational consultant who will work with the Parent in recommending a Wilderness Program/Boot Camp to fit the Youth's needs. The Academy recommends Zion Educational Systems ("ZES") as educational consultants and TransporTeens as the transportation agents for the Youth's travel to and from the Wilderness Program/Boot Camp. However, the Parent is free to choose his or her own educational consultant and transportation agent. In the event the Youth attends and successfully

completes the short-term Wilderness Program/Boot Camp recommended by an educational consultant, and upon the recommendation of the director of that Wilderness Program/Boot Camp, the Academy may reenroll the Youth into the Academy's program without additional reenrollment charges. If possible, the Youth would receive credit for any time spent in that Wilderness Program/Boot Camp, as if the Youth had continued in the Academy's program for that time, which may allow the Youth to graduate from the Program at the Youth's original expected date of graduation. Upon the Youth's reenrollment after the successful completion of a Wilderness Program/Boot Camp, the Academy may offer a tuition credit to the Parent for the amounts the Parent paid to ZES for educational consultation and Transportings for transportation of the Youth. At the Academy's discretion, the Academy may provide limited tuition credits to the Parent for the amounts the Parent paid to other educational consultants and/or transportation agents. The Parent understands that the Academy is not affiliated with any shortterm Wilderness Program/Boot Camp and assumes no liability for the actions of any person or entity associated with the Wilderness Program/Boot Camp with which the Parent or Youth has dealings or enters into an enrollment or tuition agreement. The Parent fully understands that the cost for the Wilderness Program/Boot Camp will be the sole responsibility of the Parent.

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16. The Parent understands and acknowledges that it is the general policy of Abundant Life Academy to expect the Parent to refrain from visiting their child during the first 61 days of enrollment. The Parent understands and acknowledges that historically visits prior to the completion of trimester one have caused harm to the advancement of previous students as it relates to their emotional growth. Essentially, most students whose parents have visited prior to the completion of the first segment of the program have regressed, and therefore the Academy policy is to schedule the first visit of the parent after the Youth transition to Trimester II.

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17. The Parent agrees to go to the greatest length to protect the privacy of the Academy and any Youth of the Academy. The Parent agrees to refrain from sharing any information about their Youth, or information about any other enrolled Youth, or any information about the families enrolled in the Academy, for any reason, unless given written permission by the Academy and the Youth's parents/guardians. Due to other Parent's desire to protect their child's and their family's privacy, the Parent agrees to refrain from contacting any other Parent or family member of any Academy Youth for any reason without the full knowledge and written permission of the Academy. The Parent acknowledges and understands that the privacy of other enrolled Youth and their families are extremely sensitive and important to protect.

_____ Initial

18. The Parent acknowledges and agrees that in order for the Youth to experience an internal heart change and receive the full benefit of the Academy's program, the Academy expects the full support of the Parent in all endeavors. The Parent acknowledges that without the support of the Parent, the Youth is unlikely to make and experience positive changes. Full support means that the Parent will fully participate in all aspects of Parent Coaching, Parent Workshops, and Family Conferences and apply all that they learn. The Academy encourages the Parent to support the Youth through prayer, encouraging emails, and other positive statements. Doing so will help the Youth to fully commit to the program, which will help the Youth experience an internal heart change. The Parent acknowledges that excessive or unreasonable complaints to the Academy about the program, the Academy, or the staff can distract from and hinder the progress the Academy is attempting to make with the Youth. The Parent agrees not to complain about or criticize the Academy, the program, or the Academy's staff directly to or in front of the Youth or to any current student of the Academy or the parents of any current student. The Parent acknowledges that, in order to ensure that the Parent's concerns are received, documented and addressed in a manner that will not undermine or distract from the progress the Academy is attempting to make with its students, the Academy has established a procedure regarding concerns and complaints. As per this policy, the Parent agrees to state their concerns or complaints in writing, by emailing the Academy at feedback@abundantlifecademy.com. Following receipt of the written concern or complaint, the Academy agrees to promptly contact the Parent to address the Parent's concern or complaint in a reasonable and professional manner. This procedure ensures that each concern or complaint will be documented and referred to the person at the Academy best suited to address and resolve the Parent's concern or complaint. The Parent agrees to abide by this procedure regarding all concerns or complaints. Failure to abide by the provisions of this paragraph could lead to the immediate expulsion of the Youth without refund.

_____ Initial

19. The Parent and the Academy each covenant with the other to continually exhibit good faith and fair dealing with each other throughout the term of this "Enrollment Agreement". Consistent, therewith, each of the parties represent and warrant to each other that the negotiations upon which this Agreement has been based were conducted in good faith and without any material misrepresentation or concealment of material facts which would otherwise have affected the consent and business judgments upon which this "Enrollment Agreement" is based.

_____ Initial

20. Whenever Parent or Academy is required to obtain consent, permission or approval of the other party in the dealings with or regarding the Youth, neither party shall unreasonably withhold or delay the grant of such consent, permission, or approval. The Parent and the Academy agree, at all times, to cooperate with each other and be reasonable as necessary to achieve the full realization of the intent of this "Enrollment Agreement" and the benefit of the bargain between them as hereby memorialized in writing. By signing this agreement the Parent acknowledges that most of the students who have performed poorly during their enrollment with the Academy have done so as a result of parents who unintentionally undermined the efforts of the Academy staff while attempting to rescue (control) their child from the consequences of their actions. By signing this enrollment agreement the Parent promises to work hard to refrain from rescuing Youth from the consequences of their poor choices, while working together with the Academy to promote the Youth's ability to take personal responsibility for his/her actions and to be held accountable for poor choices.

_____ Initial

21. If any terms, covenant or condition of this "Enrollment Agreement" shall, to any extent, be invalid or unenforceable, the remainder of this "Enrollment Agreement" shall not be affected thereby and each other term, covenant or condition shall be valid and be enforced to the fullest extent permitted by law.

_____ Initial

22. The laws of the State (Utah) within which the corporate offices of the Academy are located shall govern the validity, performance, and enforcement of this "Enrollment Agreement." The Parent agrees to resolve any and all disputes of this Enrollment Agreement in the State of Utah.

_____ Initial

23. In the event of litigation or binding arbitration to enforce this "Enrollment Agreement", the prevailing party shall be entitled to legal costs and attorney fees paid by the party who loses. Should payment not be received, I /We will be responsible for all attorney's fees, court costs, filing fees, including changes or commissions that may be assessed to us by any collection agency retained to pursue collection of the balance owing, which may be as much as 50% of the principle balance owing. I/We further agree to pay interest at the rate of 1 ½ % per month (18% APR) pre and post judgment.

_____ Initial

In WITNESS WHEREOF, the parties have executed the "Enrollment Agreement" in this day and year first above written.

ALA Representative _____ Dated _____

Parent (Print Name) _____

Parent Signature _____ Dated _____

Parent (Print Name) _____

Parent Signature _____ Dated _____

Witness (Print Name) _____

Witness Signature _____ Dated _____



Abundant Life Academy

Permission to Participate and Wavier of Liability Agreement

This Agreement, by and between Abundant Life Academy, hereinafter referred to as Academy and _____ (parents of enrollee) hereinafter referred to as “Parent” or “Guardian”, is entered into this _____ day of _____, 200____, and will stay in effect until the completion of the Enrollment Agreement and enrollment of the enrollee hereinafter referred to as Youth

1 Parent gives permission to the Academy to allow Youth to participate in the Recreational and Social Activities of Abundant Life Academy, including but not limited to: Community Service Projects, Leadership Training Conferences and Seminars, Hiking, Biking, Horseback Riding, Swimming, Boating, Weight Training, Theatre, trips to visit Museums and Art Galleries, Football, Basketball, Volleyball, Softball, Baseball, Cross Country Running, Golf, etc., unless otherwise stated.

2 Parent acknowledges that the Academy is not obligated to inform parent by phone, email, or letter, as to every upcoming planned or unplanned recreational and social activities. Therefore, unless otherwise specified in writing, the Academy understands that Youth is given permission by Parent to participate in all Academy recreational and social activities.

3 Academy agrees to provide adult supervision and take every precaution for the health, safety, and welfare of Youth. The Parent agrees to fully inform the Academy of a prevailing health issues that may prevent Youth from participation. In WITNESS WHEREOF, the parties have executed the “Permission to Participate and Wavier of Liability Agreement” in duplicate this day and year first above written.

Abundant Life Academy _____ Dated _____

Parent (Print Name) _____

Parent Signature _____ Dated _____

Parent (Print Name) _____

Parent Signature _____ Dated _____

Witness (Print Name) _____

Witness Signature _____ Dated _____



Abundant Life Academy at Kanab

Enrollment Screening Policies

PLEASE NOTE: Please read each paragraph and initial indicating that you have read the Abundant Life Academy Enrollment Screening Policy. Also, please understand that your child does not have to fit every criterion (issue) to be considered for enrollment to Abundant Life Academy. However, there are some very specific issues that will always prevent a child from being enrolled at Abundant Life Academy, such as; drug and alcohol addictions that warrant immediate medical intervention, mental illness, and criminal history involving sexual or violent crimes.

It is the desire and hope of Abundant Life Academy at Kanab, Inc., to employ an effective enrollment screening policy to ensure that we stay on target in regard to our student profile. As stated in our web site Abundant Life Academy at Kanab, Inc., serves gifted students who might be academically unmotivated and possibly need to address and overcome Learning Disabilities. We expect that the students we serve may also have issues that are related to “entitlement”. More specifically, entitlement is a term meant to describe a child who is selfish, self-centered, lazy, unappreciative, ungrateful, and “spoiled”. This entitled child most likely was rescued by his/her parents and has not learned to take full responsibility for his/her choices, and is emotionally immature. Moreover, the prospective ALA student candidate is a child who is beginning to reject his/her Christian upbringing and turning against the Christcentered values by which his/her parents have raised him/her. The students that we serve are basically good kids from good Christian families.

_____ Initial

No prospective student/candidate will be considered for enrollment if they have been convicted of a felony crime against a person, or engaged in assault or physical abuse toward people, animals, or property, engaged in sexual misconduct, convicted of grand theft or auto theft, or convicted of any drug trafficking related offense. No prospective student/candidate will be considered for enrollment if they have a current drug or alcohol addiction issue, have a history of habitual drug abuse, or are in need of immediate substance abuse counseling. No prospective student candidate who is currently diagnosed and in need of treatment for mental illness (bipolar disorder, opposition defiant disorder, obsessive compulsive disorder, psychosis, history of psychotic episodes, border line personality disorder, or schizophrenia) will be considered as an applicant for enrollment.

_____ Initial

It also must be noted that Abundant Life Academy at Kanab will never practice an enrollment screening policy that would discriminate against any prospective student/candidate based on their gender, sex, religion, or ethnicity. Abundant Life Academy at Kanab will practice a screening process to ensure that we only work with the student that we are professionally equipped to handle, and prevent the enrollment of a child whose needs are beyond our scope of our operation.

_____ Initial

The following policies and procedures are in effect with the intentions of enhancing our screening process. The idea behind our screening process is to ensure that Abundant Life Academy at Kanab, Inc. stays true to our student profile.

1 Application: All prospective families will submit a completed comprehensive enrollment application where all social, psychological, emotional, academic, and personal historical information will be provided prior to consideration for enrollment. In this application it is expected that the family will provide any and all information regarding past drug and alcohol related issues, criminal behavior, and mental health needs. References must accompany the application.

2 Parent Interview: All prospective families will participate in an in depth interview process with one or more of the following; Admissions Coordinator/Director, and/or the Director of Academy, or Executive Director. This interview is specifically designed to weed out prospective student candidates who might pose a threat to staff or students due to past acts of violence, drug abuse, or mental illness.

3 Reference Checks: The Abundant Life Academy at Kanab, Inc., Admissions Coordinators will check the references given by the parents of prospective student candidates. The purpose of the reference checks will be to eliminate students with past histories of violent crime, grand theft, auto theft, sexual acting out, or drug abuse.

_____ Initial

Print Name _____ Date _____

Signature _____ Date _____



Abundant Life Academy at Kanab, Inc.

Expulsion Policies

PLEASE NOTE: Please read each paragraph and initial indicating that you have read the Abundant Life Academy Expulsion Policies.

It is the desire of Abundant Life Academy at Kanab, Inc. (“Academy”), to protect the students and staff from abuse of any kind. In addition, it is the desire of the Academy to be proactive in protecting the community of Kanab in general. In order to support our desires to protect the students, staff, and community, we have enacted the following expulsion policies:

1. In the event that the Academy discovers that the parents of a student have willingly and purposely withheld pertinent information regarding their child’s past history of violence, drug use, acting out sexually, or mental health status, the Academy reserves the right to immediately expel the student from the school. If the student is expelled for any of the above reasons, any refund given to the parent(s) would be at the sole discretion of the Academy.

_____ Initial

2. In the event that the Academy discovers upon the enrollment of a student, a hidden or previously unknown history of violence, acting out sexually, drug abuse, or mental health issues (where the parent of a student was unaware of such history), the Academy reserves the right to expel the student from the school if that student’s history or past acts present a risk of danger to the staff or students at the Academy or to the surrounding community. If the student is expelled for any of the above reasons, any refund given to the parent(s) would be at the sole discretion of the Academy.

_____ Initial



Abundant Life Academy at Kanab, In.

Expulsion Policies (Page 2)

3. In the event that the student any student begins to demonstrate a propensity towards acts of violence, acting out sexually, or abusing drugs, the Academy reserves the right to expel the student as a possible solution. If a student shows signs of mental health issues, the Academy reserves the right to expel the student as a possible solution. At the discretion of the Academy, a student who performs an act of violence, acts out sexually, commits a criminal offense, or abuses drugs while enrolled at the Academy may be immediately expelled. If the student is expelled for any of the above reasons, any refund given to the parent(s) would be at the sole discretion of the Academy.

_____ Initial

4. While the Academy expects some degree of resistance initially from a student in regards to the rules of the Academy, excessive or serious rule-breaking, continued refusal to participate in the Academy's program or in academics, endangering the safety of another person, verbal or nonverbal threats against another person, the commission of a crime, leaving school grounds without permission or Academy supervision, and any use of alcohol, illegal or non-prescribed drugs, or tobacco may be grounds for immediate expulsion from the Academy. If the student is expelled for any of the above reasons, any refund given to the parent(s) would be at the sole discretion of the Academy.

_____ Initial

5. If a student is expelled or chooses to leave the Academy, in consultation with the student's parent(s), the Academy will assist in arranging the immediate transportation of the student to a more suitable environment. This may mean transportation to the student's home or to another program or school. The cost of this transportation shall be the sole responsibility of the parent or student and not the responsibility of the Academy. Should the Academy expend any funds for such transportation, the parent agrees to reimburse the Academy in full for those funds.

_____ Initial



Abundant Life Academy at Kanab, Inc.

Expulsion Policies (Page 3)

We have each received, read, and understand the above Expulsion Policies and agree to abide by the same. In addition, we understand that these Expulsion Policies may be updated or revised from time to time. We agree to be bound by the most recent version of these Expulsion Policies, provided that a copy of the revised Expulsion Policies is provided to us or notice is given to us that a revised version of the Expulsion Policies is available to be viewed on the Academy's website, AbundantLifeAcademy.com.

_____ Date _____ Signature of
Parent

_____ Date _____ Signature of
Parent

_____ Date _____ Signature of
Student



Abundant Life Academy at Kanab, Inc.

Program Exit Policy

Parents initiating the departure (un-enrollment) of a student leaving the program (enrollment terminated by the expressed written statement of the Parent) for any reason other than an approved "Special Circumstance" are required to provide the Academy with a written notice of their intentions, with all the details of the departure of the student (date, time, flight accommodations, etc.).

_____ Initial

Additionally, we require the parent to report their intentions to the Administration of ALA but not to their child (often, when a student releases and he/she is going home without completing the program he/she will quit trying, and begin to undermine the good efforts of the other student). Parents agree to refrain from informing their child of the impending departure from the school while the child is still enrolled. Upon receipt of the enrollment termination letter ALA will retain all payments made in advance, and continue to bill the "Parents" for the amount owed for the duration of the 6 to 9 month enrollment agreement

_____ Initial

Print Name _____ Date _____

Signature _____ Date _____



Abundant Life Academy at Kanab, Inc.

Athletic Fee Agreement

Abundant Life Academy offers Athletic Programs to its students through sanctioned sports programs (boys football, cheerleading, boys and girls basketball, boys baseball, girls softball, and cross country) as well as local intramural sports programs. Participation in the athletic programs offered by Abundant Life Academy is voluntary. Student's participation in the sports program through Abundant Life Academy will require a fee of \$500 per sport. Parents are required to pay the Athletic Participation Fee in advance of the Student's participation in the sport. This fee pays for the entry into the sport, sports uniforms, and insurance.

_____ Initial

Print Name _____ Date _____

Signature _____ Date _____



Abundant Life Academy at Kanab, Inc.

Aftercare Program

Parents: Please read and initial declaring that you have read the Aftercare Program and agree to its statements.

The purpose of the Abundant Life Academy Aftercare Program is to enhance the possibility that every student returning home (or going anywhere else) after graduating from ALA will be successful. ALA anticipates that upon the student's return home there will be a need for continued coaching of both the student and parents. Without aftercare coaching from ALA we do not claim or promise that there will be any success of the student upon their return.

____Initial

The Aftercare Program is offered only to the students who officially graduate from Abundant Life Academy*. The reason we insist upon the parent and child participating in the aftercare program is to enhance the child's success, and to monitor ALA's "guarantee program" [the ALA guarantee program states that if a child fails at home within the first three months of their return home, ALA will reenroll the child back into ALA, at the cost of 50% of the current monthly tuition].

____Initial

Essentially, the first three months of a child's return home is a trial run, meaning if he or she does not do well in the first three months of their return home Abundant Life Academy will take the child back (reenrolled into ALA). This trial run period is a "test" to make absolutely sure that the student is ready to go home. Although we expect all students to be successful after graduating from ALA, the ALA Aftercare Program "ensures" that success. In the event that the child does not do well upon their return home (first three months), the decision to reenroll the child in the first three months will come about through the ALA Aftercare Program. The decision to reenroll will be made between the ALA Aftercare Coach and the parents of the child.

____Initial

Additionally, if the ALA Graduate, in the 4th to 6th month after graduation, begins to return to the old behaviors that led to his/her being placed in ALA, he/she can return to ALA at the price of 70% of the current year's tuition.

____Initial



Abundant Life Academy at Kanab, Inc.

Aftercare Program (Page 2)

* Any student who fails to graduate from ALA (i.e., parents pull their child from the program prior to completion) will not receive the Aftercare Coaching from ALA, and any prepaid funds will be forfeited. Any parent or family who fails to complete the “ALA Parent Coaching” program, and/or fails to participate in at least one of the ALA Family Workshop Conferences will not receive the Aftercare Coaching from ALA, and any prepaid funds will be forfeited. In addition, any student who fails to complete the entire ALA program will not be allowed to come back to ALA at anytime in the future unless the parents agree to pay the full tuition.

____Initial

Parent Name

_____ Date _____
Parent Signature



Abundant Life Academy at Kanab, Inc.

PostGraduate Return to Abundant Life Academy

In some circumstances, a graduate of the Program at the Abundant Life Academy of Kanab (“Academy”) may wish to return to the Academy for further support. This student must have graduated from the Academy no less than 6 months prior to the reenrollment date. Upon reenrollment, the Academy would provide support and customized goals for that student. A graduate of the Program may qualify for a reduced rate of tuition if he or she returns to the Program after the student and his or her parent(s) have met certain conditions outlined in this paragraph. First, the returning student is required to have successfully graduated from the Academy’s Program. Second, the student must meet all the current requirements of an incoming student as outlined in the Enrollment Agreement. Third, the student must successfully complete the Academy’s Aftercare Program. Fourth, the student’s parent(s) must successfully complete the Academy’s Parent Program.

If a student and his or her parent(s) have met the above requirements, a returning student may be reenrolled in to the Academy at 30% of the current year’s tuition for the first three months. If the student wishes to remain after the first three months, the student’s tuition for the next three months shall be 50% of the current year’s tuition. Returning students shall not be permitted to stay longer than six months.

_____ Date _____ Signature of
Parent

_____ Date _____ Signature of
Parent

_____ Date _____ Signature of
Student



Abundant Life Academy

Addendum to the Enrollment Agreement

Runaway Expenses

RUNAWAY EXPENSES. In the event the Student runs away from Abundant Life Academy (herein known as “Academy”) the “Academy” will make every reasonable effort to find the Student and return the Student to the Academy. Prior to incurring any expense the Academy promises to obtain written permission from the Parent granting approval of any expense incurred in the recovery of the Student. An accounting of the expenses incurred by the Academy in finding and returning the Student will be made to the Parent who agrees to accept full responsibility for any and all such costs and expenses, and to pay the same within seven (7) days of the Parents receipt of said accounting.

Parent (Print Name) _____

Parent Signature _____ Dated _____

Parent (Print Name) _____

Parent Signature _____ Dated _____



Abundant Life Academy

Addendum to the Enrollment Agreement

Authorization for Search and Seizure

AUTHORIZATION FOR SEARCH AND SEIZURE. Parents hereby authorize Abundant Life Academy personnel to search the person and personal effects of _____ at any time, including clothing. In connection with such search, Abundant Life Academy may, in its discretion, require the Student to change all of his/her clothing (accept underwear) in the presence of a staff member, in which contraband may be hidden. Searches are only permitted where there is probable cause; Abundant Life Academy is further authorized to confiscate any and all items deemed by Abundant Life Academy to be contraband or counterproductive to the Student's successful completion of the program. The disposition of all items confiscated by Abundant Life Academy shall be left to the sole discretion of Abundant Life Academy.

Parent (Print Name) _____

Parent Signature _____ Dated _____

Parent (Print Name) _____

Parent Signature _____ Dated _____



Abundant Life Academy

Addendum to the Enrollment Agreement

Authorization for Restraint

AUTHORIZATION FOR RESTRAINT. In the event that the student _____ becomes a danger to himself and/or others the Parent hereby authorizes Abundant Life Academy personnel to physically restrain, control and detain the student by the exercising the legal and approved restraint technique when deemed necessary by Abundant Life Academy, for the purposes including but not limited to transport the student to and from the Program's location, returning the Student to the Program's Location, returning the Student to the Program if the Student runs away, or preventing the Student from jeopardizing the Student's own safety or the safety of others. In the event of a runaway, all appropriate law enforcement agencies or security personnel may reobtain custody or control of the Student or authorize continued custody by the law enforcement agency until travel is arranged for the Student's return home.

Parent (Print Name) _____

Parent Signature _____ Dated _____

Parent (Print Name) _____

Parent Signature _____ Dated _____

Document EA 061207:
Revision 1 Dated: 062907
Revision 2 Dated: 071807
Revision 3 Dated: 091307
Revision 4 Dated: 090808
Revision 5 Dated: 111108