

## Waiver of Rights, Release of Claims and Indemnity, and Hold Harmless Agreement

Name of Applicant: \_\_\_\_\_

Permanent Complete Address: \_\_\_\_\_

Current Address, If Different from Above: \_\_\_\_\_

Phone Numbers: Home \_\_\_\_\_ Mobile \_\_\_\_\_ Office \_\_\_\_\_

I am voluntarily seeking to become, or am presently, a candidate for postulancy, ordination, and/or other ministry position (my "application") in the Anglican Church in North America through a process conducted by the Anglican Diocese of Pittsburgh ("Diocese"). I understand that as a part of the Diocese's decision-making process about my application I am required to undergo a psychological and/or psychiatric assessment ("Assessment") by a person or persons selected or approved by the Diocese.

I understand that the Assessment is only one part of the Diocese's decision-making process and that information provided to the Diocese from the Assessment may be considered with other information available to the Diocese in deciding whether to accept me, or to continue considering my application for postulancy, ordination and/or another ministry position in the Diocese. Nonetheless, I understand that information from the Assessment may be determinative of the Diocese's decision.

I voluntarily consent to participate in the Assessment and I agree to cooperate fully with those conducting it. I understand that the Assessment may include one or more attitude questionnaires, psychological tests, psychiatric tests, and/or clinical interviews. I understand that I will be asked to provide various types of information about myself which may include, but not be limited to, information about my family, medical history, psychological and psychiatric history, criminal history, sexual behavior and attitudes, drug and alcohol use, relationships, education, and employment. I agree that all the information I provide for the Assessment will be true, correct, and complete, to the best of my knowledge. I understand that false or misleading statements made by me or significant omissions of any kind in the Assessment process are sufficient cause for dismissal from the application process or denial of my application for a ministry position in the Diocese.

I understand that at the conclusion of the Assessment a written report may be prepared which will contain conclusions, opinions, observations, recommendations for follow-up and the like. I understand and agree that whether I have paid for the Assessment or any part thereof, none of the records and documents related to the Assessment belong to me and I do not have the right to receive a copy of them at any time or to have them reviewed by or sent to anyone else. I agree that I will not request or seek to obtain from any of the personnel involved in the Assessment or from any other person or entity the originals or any copies of any records or documents related to the Assessment, nor will I authorize anyone to do so on my behalf. I further agree that I will not request or seek to obtain from the Bishop or Ecclesiastical Authority or Diocese the originals or any copies of any records or documents related to the Assessment for the

duration of the ordination process, nor will I authorize anyone to do so on my behalf. I understand that if granted ordination in the Diocese, I may petition to see the report after the fact of my ordination as part of my permanent record. I understand the Diocese retains the right to refuse. I understand that after the Assessment described herein, the Diocese may determine that further assessment is necessary before a decision is made on my application. If I elect to participate in such further assessment, all the terms of this Waiver shall apply to any further assessment. I understand and agree that the Diocese will have the right to control the use of information regarding the Assessment both during consideration of my application and after consideration of my application has terminated, regardless of the action taken on my application.

As consideration for having my application considered by the Diocese, I hereby waive any and all rights that I may now or hereafter have with respect to the information obtained in the Assessment process, and I further release and discharge the Diocese and its officers, directors, employees, volunteers, agents and legal representatives, and all personnel and entities involved in conducting the Assessment and their officers, directors, employees, volunteers, agents, heirs, administrators, successors, assigns and legal representatives ("the Released Parties") from liability of all kinds including but not limited to personal injury, emotional distress, defamation, slander, libel, negligence, invasion of privacy, breach of contract, or otherwise, in law or in equity, arising out of (i) my participation in the Assessment, (ii) the use or proper disclosure of information obtained in the Assessment, or (iii) any other effect or consequence of the Assessment. Notwithstanding the foregoing, I do not release the Released Parties from liability for willful misconduct or gross negligence regarding improper release of information contained in the Assessment, or from punitive damages rising there from.

I also agree that neither I nor anyone acting on my behalf will sue or make a claim against any of the Released Parties for injury, damage, or loss of any kind sustained as a result of my participation in Assessment, the use or proper disclosure of information obtained in the Assessment or relating in any other way to the Assessment. I will indemnify and hold harmless each of the Released Parties from all claims, judgments, and costs, including attorneys' fees, incurred in connection with any such action. I agree that if any portion of this Waiver is found by a court to be unenforceable for any reason, the remainder of this Waiver shall remain valid and in full force and effect.

I have carefully read this Waiver and fully understand its contents. I sign it of my own free will. I understand that I may consult with an attorney of my choice before signing this document. I acknowledge that I have had the opportunity to ask questions concerning the contents of this Waiver and any such questions have been answered to my satisfaction. Nonetheless, in agreeing to sign it, I have not relied upon any statements or explanations made by any of the Released Parties or by any attorney of any of the Released Parties. I have initialed each page of this Waiver indicating that I have read and understand each paragraph.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date