



ANGEL'S HARBOR SUPERVISED VISITATION, INC.

P. O. Box 88172, Houston, TX 77288

Office: 281-501-2067 Fax: 281-781-2288

Email: info@angelsharborvisits.org Website: www.angelsharborvisits.org

NON-CUSTODIAL MONITORED EXCHANGE REGISTRATION

Paste copy of driver's license here or email into the office.

Relationship to child (ren): _____

Child (ren) Last Name: _____

Name: _____ E-mail: _____

Address: _____ Apt. #: _____

City: _____ State: _____ Zip code: _____

Cell Phone: _____ Secondary #: _____

Employer: _____ Work Phone: _____

D. O. B.: _____

D. L.#: _____ State: _____ Expiration Date: _____

Ethnicity: _____

AUTOMOBILE INFORMATION

PLEASE PROVIDE YOUR VEHICLE INFORMATION EVEN IF YOU LIVE OUT OF STATE

Make: _____ Model: _____ Year: _____

License Plate No: _____ Color: _____

ATTORNEY INFORMATION

Name: _____ Phone: _____

Fax: _____ E-mail: _____

Participant Signature: _____ Date: _____

ALL participants must understand, ordered COURT VISITATION is not a suggestion it is an ORDER.

NON-CUSTODIAL REGISTRATION-Family Code/ Revised Dec. 2019, JAN. 2021

NON-CUSTODIAL MONITORED EXCHANGE AGREEMENT TO PARTICIPATE

These policies have been developed with the aim of creating a safe and healthy environment and will be reviewed with you at your Intake Interview. By initialing below, I agree to abide by each provision in this Agreement and had an opportunity to ask questions about the content. Please review the following agreement carefully as you will be responsible for your actions.

REGISTRATION POLICIES 1-9

1. **Registration:** Visits are not scheduled until both parties complete the registration packet and fees are paid in full.
2. **Registration Fee:** A non-refundable, annual registration fee of \$125.00 is assessed to each party and each year thereafter.
3. **Fee for Service:** Group visitation fees are \$150.00 for two 4-hour visits and will be collected at the first visit of each month. Fees are payable by cash, cash app with a \$2.50 surcharge. Personal checks are not accepted. If entire fee is not paid at the first monthly visit, a \$10.00 late fee will be collected. Choosing to visit for less than four hours or a missed visit does not result in the reduction of this fee. Failure to pay fees may result in termination of services or temporary suspension until fees are current. Fees are subject to change without notice.
4. **Holiday Fee:** Angel's Harbor is closed on holidays listed in the Welcome Packet.
5. **Intake Process:** Once registration is complete, and fees are paid, you are required to call the office to set up an appointment for your Intake Interview process. Process will take approximately 1-hour. After the Intake Interview, you will receive a Welcome Packet to finalize access into the Angel's Harbor Supervised Visitation Program.
6. **Guest:** Guest may attend visits after non-custodial completes four (4) visits. All guests must be relative and approved by the Angel's Harbor office. After a guest has been approved, put in the system and custodial is notified, no future notification is required.
7. **No Contact Provision:** Harris County bail bonds prohibit contact with victims or witnesses in a criminal case. There will be no visits unless special provisions are recommended by the District Attorney's office.
8. **Violation of Policies:** The Angels' Harbor Office has the right to deny supervised visitation services to any party and/or guest for violation of policies or if participation poses a danger to the child, parent, others in the program and AHSV staff.
9. **Cancellation:** Timey cancellation of a visit must be made by 12:00pm (noon) on Wednesday prior to a scheduled visit by calling the main office at 281-501-2067. Contact after 12:00pm (noon) on Wednesday will be considered "late cancellation" and will result in a \$75.00 no-show fee. In case of an emergency the day of a visit, call should be made to site supervisor at least 2-hours prior to visit start time to avoid no-show fee. Site supervisor cell number will be in your Welcome Packet. Do not call the site supervisor cell number except on visit date. If parties mutually agree on the cancellation of a visit, **both** parties must notify the Angel's Harbor office to avoid non-show fees. If a parent has two consecutive no-shows, visits can be suspended or terminated, and notification will be provided to attorneys.

VISITATION POLICIES AND GUIDELINES 1-29

1. **Animals:** No pets of any kind will be allowed except for registered service animals.
2. **Arrival/Departure:** For the safety of all parties, AHSV prohibits contact between the custodial and non-custodial during arrivals and departures. Any violation of this policy or attempts by a party to see or have contact with the other party during visitation may result in the suspension of visits or termination of services. The custodial or their designee is not allowed on the visitation site premises prior to the start time or ending time of the visit. The non-custodial is required to arrive 15-30 minutes prior to the scheduled visit and to

leave approximately 10-minutes after the child has left. If non-custodial has not arrived and has not called to advise the monitor of their tardiness, the visit will be cancelled, the custodial party and child will not have the option to wait and must sign-in and leave the premises at once.

IT IS IMPERATIVE BOTH PARTIES COMPLY WITH THESE TIMES. Any violation of this policy or attempts by a party to see or have contact with the other party during an Exchange may result in the suspension of Exchanges or termination of services.

3. **_____ Bail Bond:** Harris County bail bonds prohibit contact with victims or witnesses in a criminal case. There will be no Exchanges in these cases unless special provisions are secured from the District Attorney's office.
4. **_____ Cancelled Exchange:** AHSV Program does not give permission for a party to cancel an Exchange; reasons for the missed Exchange are documented. A make-up Exchange may be scheduled with the availability of an Exchange supervisor if custodial cancels. Either party cancelling an Exchange must give reason why. If supervisor arrives to the Exchange without notice given of cancellation from either party, Exchange fee will be assessed to that party. Payment of the fee should be received immediately in the office, or no future Exchanges will be scheduled.
5. **_____ Car seat:** Each party is responsible for providing a proper car seat for the child as set forth in the Texas State Law. If state law is violated, the Exchange Supervisor has the authority to withhold the child and no Exchange will take place.
6. **_____ Child Abduction:** The AHSV office or Exchange supervisor will take statements or implied statements regarding child (ren) snatching, kidnapping, or abduction seriously and all incidents will be documented, and the proper officials will be notified. Future Exchanges will be terminated from AHSV pending a court review.
7. **_____ Child Abuse:** AHSV is not an investigative service and does not physically inspect child. Only obvious injuries of child will be reported and/or documented. As required by law, if the child discloses abuse, or if physical signs of abuse is observed, a report will be made to the Texas Department of Family & Protective Services in accordance with the Texas Family Code.
8. **_____ Child Support:** Exchanges will not be suspended or terminated when child support is in arrears.
9. **_____ Collections:** Should there be any reason that AHSV must pursue legal methods to collect monies owed by any party, that party will be responsible for all court costs, attorney fees and court time required to collect said monies.
10. **_____ Contact Information:** Both parties are responsible for providing AHSV with updated contact information, including home address, home and/or cell number, and e-mail address. If mail or email is returned, or phone numbers are incorrect, office cannot leave a message, there will be a \$5.00 charge assessed to the party.
11. **_____ Communication:** All communications will be done through the custodial and non-custodial party only. Under no circumstances will the attorney's replace contact for either party.
12. **_____ Court Dates:** Both parties are responsible to keep AHSV informed of court dates and modification made by the court. A copy of the modification order must be provided to AHSV as soon as possible after orders are finalized.
13. **_____ Drop-Off/Pick-Up:** Either party not arriving at their schedule time for a drop-off or pick-up of an Exchange will be charged a \$20.00 fee for the first 10-minutes they are late and \$1.00 each additional minute thereafter. Fee must be paid upon arrival of an Exchange (NO EXCEPTIONS).
14. **_____ Emails:** Emails should not exceed over 10-emails a day or there will be a \$5.00 fee assessed to each email thereafter.
15. **_____ Failure to Deliver Child:** A report to law enforcement and/or to the Family Criminal Law Division of the District Attorney's office will be filed, and/or written notification provided to the courts/attorneys if a

non-custodial party fails to surrender a child at the end of the Exchange as ordered by the Court. The AHSV Director and/or Exchange Supervisor has the authority to determine the necessary actions to be taken.

16. _____ Guest: Any guest arriving with the non-custodial party must always remain with the party. No one will be allowed to sit in the vehicle during an Exchange of a drop-off or pick-up of a child (ren).

17. _____ Language: All participants must speak English during participation in the AHSV program or must provide a translator at non-custodial expense.

18. _____ Make-up/Rescheduled Exchange: If an Exchange must be made up, the make-up Exchange will be scheduled at supervisor's availability. Failure to agree to cooperate with the policy will result in a letter to attorneys, suspension or termination pending a court review. AHSV is not responsible for tracking missed Exchange dates. It is the party's responsibility to notify the AHSV office of extended visitation, school holiday's, birthday Exchanges, or any change in the schedule. The AHSV Program is NOT responsible if an Exchange that occurs outside of AHSV.

19. _____ Medication: The Exchange Supervisor will NOT administer medication to any child (ren). All medications should have specific handwritten instructions by the custodial party to be given to the non-custodial.

20. _____ Monitored Exchange Request: All Monitored Exchanges must follow the court order.

21. _____ No Contact Provision: Harris County bail bonds prohibit contact with victims or witnesses in a criminal case. If the District Attorney's office confirms a child may be testifying as a witness in a case against the non-custodial or their spouse, visits will be denied unless special provisions are recommended by the District Attorney's office or Judge in the criminal case.

22. _____ Notes: Notes, gifts, child support payments, money, mail, cards, etc. for the other party will not be allowed to be passed through the child or AHSV staff. Participants are to arrange for the exchange of such items with the help of their attorney or a third party not connected with the AHSV Program.

23. _____ Observation: The Exchange Supervisor will observe and document the periods of the Exchange concerning the child's interaction and the behavior of all participants during the Exchange. Supervisor will not document anything they did not hear or witness firsthand.

24. _____ Privacy: Steps will be taken to ensure the privacy of both parents. Neither parent should inquire with the child (ren) or AHSV staff as to the personal information concerning the other party. If AHSV is notified of this information, Exchanges may be suspended or terminated pending a court review.

25. _____ Probation: If a parent is currently on probation, a copy of the Conditions of Probation must be provided to the AHSV Program before Exchanges can begin.

26. _____ Refusal: AHSV will not force a child to go with the other party but will make documentation of the non-exchange and send to the child's therapist/counselor (if available). After 4-consecutive refusals, both parties will need to return to court for review. The fee of \$40.00 will be assessed to the non-custodial for supervisor's arrival.

27. _____ School Calendar: All school calendars should be provided to the office by the custodial.

28. _____ Subpoena/Records: No documents will be released from AHSV office without a subpoena. Business records affidavit certifies records are correct. A fee of \$1.00 per page is assessed with a \$15.00 service charge (out of state \$25.00 service charge) to the party/attorney requesting copies. Subpoena notice given a week in advance will be charged an additional \$50.00 and will be added to the initial charges. Testimony offered by AHSV employees is available at \$100.00 per hour and \$50.00 travel fee. A subpoena requesting testimony requires a non-refundable deposit of \$200.00.

29. _____ Violation of Policy: The AHSV has the right to deny services to a family if a party's participation poses a clear and present danger to the child, the other party, staff or to him/herself. The determination is made by the AHSV office.

PARTICIPANT BEHAVIOR 1-8

1. ____ No party will be allowed if his/her behavior compromises a safe and stress-free environment. Any verbal threats, vulgar, aggressive, or argumentative behavior, physical violence, or any implied threat during an Exchange, will result in immediate termination and will result in the filing of a police report. If an Exchange is stopped, the fees will not be reimbursed. All parties must conduct themselves in a manner that clearly demonstrates the child (ren) is the highest priority.
2. ____ All weapons (guns, including but not limited to pocketknives, scissors, fingernail file, brass knuckles, etc.) any blunt objects are prohibited in our office and at Exchange sites and is enforced. Violation of this policy will result in termination and dismissal from Angel's Harbor Supervised Visitation and will not be allowed back into the program. Non-custodial and their guest may be screened before an Exchange.
3. ____ Supervisor will not discuss a party's case or complaints before, during or after an Exchange. Only questions relating to the well-being of the child. Any questions or concerns must be directed to the office during business hours or to your attorney.
4. ____ No child (ren) will be released to any party who appears to be under the influence of drugs and/or alcohol. If party is suspected to be under the influence, you will be asked to call someone to pick you up for your own safety. If you refuse, law enforcement will be contacted and provided with vehicle, copy of your driver's license.
5. ____ Notes, child support payments, money, mail, cards, etc. between parties will not be allowed to be passed through the child (ren) or any AHSV staff. Participants are to arrange for the exchange of such items with the help of their attorney or a third party not connected with the AHSV program.
6. ____ The supervisor's responsibility is the safety of the child (ren). If the supervisor is forced to make a decision that is not specifically stated in the "Agreement to Participate" for the protection of the child or either party, the parties are to abide by the decision and direct any problems to the AHSV office the following business day. Failure to follow the rules will result in immediate suspension
7. ____ If party acquires two (2) consecutive "No-Show" or have Exchanges in such a way to constitute irregular participation, the AHSV Program Director may suspend Exchanges or terminate services pending a court review.
7. ____ The AHSV supervisor has the right to determine appropriate and/or inappropriate behavior and conversation between parties and the child (ren), or in front of the child (ren). Continued infractions may result in fees, change of current Exchanges, suspension of one or more Exchange, or termination of AHSV services for failure to comply.
8. ____ If either party/family will no longer be utilizing services of the AHSV program, each party should provide notification to the main office. The AHSV program is not a party to the suit, therefore the court does not notify the Program of hearings or changes in Visitation/Monitored Exchange arrangements. A No-Show fee will be assessed to both parties until proper notification of termination is provided to the office.

OTHER 1-8

1. ____ The custodial bears the primary responsibility for preparing a child for the supervised Exchange. The child can meet with the staff prior to the first scheduled Exchange (if time permits). If a child refuses to go on an Exchange, the custodial party may be responsible for fees of that Exchange and a report will be prepared for the attorney/court.
2. ____ I understand that information gathered during an Exchange, conversation and/or email may be released pursuant to a subpoena to attorney's therapist, court or other pertinent agency involved in my case.
3. ____ I understand AHSV office will choose the Exchange location with consideration of the child and the availability of the supervisor, unless specified in the court order. Fees and mileage will be assessed accordingly.

4. ____ I understand AHSV reserves the right to limit Exchanges necessary for child (ren) if the child (ren) need additional time to adjust. This determination will be made by the Executive Director and/or child's therapist (if provided).
5. ____ I understand the AHSV Program is not a party to the suit, is not ordered to provide services, and reserve the right to terminate services for violation of policies and procedures set forth by the AHSV program. The determination is at the discretion of the AHSV office.
6. ____ I understand the Agreement to Participate does not supersede any Court ordered access. Any conflict arising between the Agreement to Participate, and the Court-order will mean that the Court Order controls. Monitored Exchanges will be scheduled in accordance with the Court Order, subject to the boundaries and limitation of AHSV. I understand AHSV visitation schedule may vary from the court order and if AHSV is unable to provide services under precise terms of the court order, it is the participant's responsibility of the parties to request the court to modify the order in the absence of a mutual agreement.
7. ____ I understand all conditions of the "Agreement to Participate" are subject to modification by the AHSV Program, with or without notification to the parties.
8. ____ In signing this document, I acknowledge that I have read, understand, and agree to comply with AHSV policies, and I agree to pay the fees listed in accordance with the schedule and requirements as stated. I understand the rules are subject to change at the discretion of AHSV Program or to accommodate special circumstances.

CAUSE NUMBER: _____

Print: _____

Signature: _____

Date: _____

Please make sure all documents are initial and/or signed to prevent any delay in processing.
The agreement will not be accepted if you have redacted or altered any of the wording contained herein.

Family Code

Child Last Name: _____

Parent Name: _____

Non-custodial

Please give information presented in court that resulted in the requirement of supervised visitation. Also, provide other information that may be helpful for us to serve you and your family effectively.

Why is supervised visitation necessary?

- | | |
|---|--|
| <input type="checkbox"/> AA - ALCOHOL ABUSE | <input type="checkbox"/> CPS - CHILDREN PROTECTIVE SERVICES-ON GOING INVESTIGATION |
| <input type="checkbox"/> DA - DRUG ABUSE | <input type="checkbox"/> DV - DOMESTIC VIOLENCE |
| <input type="checkbox"/> FR - FLIGHT RISK | <input type="checkbox"/> FV - FAMILY VIOLENCE |
| <input type="checkbox"/> IV - INCONSISTENT VISITS | <input type="checkbox"/> LC - LIVING CONDITION |
| <input type="checkbox"/> MUTUAL | <input type="checkbox"/> MH - MENTAL HEALTH |
| <input type="checkbox"/> NEG – NEGLECT | <input type="checkbox"/> PS - PARENTING SKILLS |
| <input type="checkbox"/> R – REUNIFICATION | <input type="checkbox"/> PA – PARENTAL ALIENATION |

- | | |
|--|-------------|
| <input type="checkbox"/> PAC - PHYSICAL ABUSE OF CHILD BY _____ | Year: _____ |
| <input type="checkbox"/> PAAC - PHYSICAL ABUSE OF ANOTHER CHILD BY _____ | Year: _____ |
| <input type="checkbox"/> SAC - SEXUAL ABUSE OF CHILD BY _____ | Year: _____ |
| <input type="checkbox"/> SAAC - SEXUAL ABUSE OF ANOTHER CHILD BY _____ | Year: _____ |
| <input type="checkbox"/> PO – PROTECTIVE ORDER _____ | Year: _____ |

Texas Laws Concerning Child Access, Child Support, etc.

Frequently asked questions that come up regarding visitation

Can a parent refuse visitation if child support is not paid? No, child support and visitation do not go together. Neither a parent nor a court can refuse to allow visitation solely on the issue of non-payment of child support. After orders are issued on child support and access, the custodial party can be held in contempt of court for refusing to allow access to the other party. It is hoped that if it is necessary to cancel a visit, the custodial party will be agreeable to making up the missed access period. Angel's Harbor tries to work with families to accommodate child participation in church, school, or special activities by offering make-up visits. A Private Visit may be a great option. Custodial parents may be expected to pay the cost of a private visit, especially if cancellations are excessive.

When can my child decide which parent to live with?

In Texas, a child's decision cannot be the sole factor in determining which parent the child lives with. However, once the child reaches the age of 12, and upon motion, the court can consider the child's wishes as to whom he/she wishes to live with.

What if one of the parents tries to move out of state?

It is always important to try and maintain a stable & safe environment for the kids and the judge will try to maintain that stable and safe environment. Typically, counties will use a standing order that prohibits the parties from taking the children out of state, or your attorney can help you get a Temporary Restraining Order that will prevent the party from moving out of state. If you already have orders in your case regarding possession and access to your children, you can still file a Temporary Order to keep the other party from moving out of state. It is possible to limit the children's residence to the state of Texas, the current county and/or contiguous counties.

PLEASE SIGN BELOW ACKNOWLEDGING RECEIPT OF THIS INFORMATION

Signed: _____

Date: _____

Legal Advocate Disclose Statement

Child (ren) Last Name: _____

I, _____, understand that the staff at Angel's Harbor Supervised Visitation Program, including staff of Group Visitation, Private Visitation and Monitored Exchange Programs, are not attorney's and that they cannot and will not represent me in any legal matter.

I further understand that any information regarding legal procedures is not legal advice and does not substitute for the advice of an attorney.

My signature below indicates that I understand the above statement. I further acknowledge that I received a copy of this disclosure statement.

Print: _____

Date: _____

Signature: _____

Zero Tolerance Drug Policy in a Supervised Setting

PARTICIPANT DRUG POLICY ACKNOWLEDGMENT

I understand that the Angel's Harbor Supervised Visitation Program have a Zero Tolerance Drug Policy and the participants in the Angel's Harbor Program are made aware of this policy as it is set out in the Agreement to Participate.

The Angel's Harbor Program drug and alcohol policy provides that if drugs or alcohol used prior to a visit is suspected, the visit will be terminated immediately. Angel's Harbor has the right and will require any party suspected of consuming drugs or alcohol to submit a copy of a hair or blood screening test to resume visits at their own expense. Future visits will be suspended pending the result of such test.

This policy applies if for any reason the staff or supervisor of the Angel's Harbor Program suspect that a party visiting a child in any setting, whether the party is visiting a child in a group setting, a privately supervised visit, a custodial party picking up a child from the Angel's Harbor Program or a party participating in the exchange of children for visitation, has consumed or used drugs or alcohol prior to arriving at Angel's Harbor Program location.

Under no circumstances will a child be released to a custodial party if the use of drugs or alcohol is suspected. The party will be required to arrange for a third person to come to the Angel's Harbor Program location (with valid Driver's License) to pick up the child for the custodial party. The Party will be responsible for having someone pick up their vehicle or returning later to get their vehicle. If the party refuses to follow these requirements law enforcement will be called, and the attorneys involved in the case notified.

I understand that my refusal to submit to a drug or alcohol screening test or a positive test result will lead to my immediate termination from the Angel's Harbor Program and, that the Court will be notified of both the termination and the reason for the termination.

Child(ren)'s Last Name: _____

Print Name: _____

Date: _____

Signed: _____

Custodial / Non-custodial

Angel's Harbor Supervised Visitation, Inc.
WAIVER AND RELEASE OF LIABILITY FOR NON-CUSTODIAL

A Agreement release between the participant and AHSV.

IN CONSIDERATION OF the risk of injury while participating in the AHSV SUPERVISED VISITATION DURING THE COVID-19 PANDEMIC ("hereinafter supervised visitation"); and

IN CONSIDERATION OF my desire to participate in said Supervised visitation and being given the right to participate in same;

I HEREBY, for myself, my heirs, executors, administrators, assigns, or personal representatives (hereinafter collectively, "Releasor," "I" or "me", which terms shall also include Releasor's parents or guardian if Releasor is under 18 years of age), knowingly and voluntarily enter into this WAIVER AND RELEASE OF LIABILITY and hereby waive any and all rights, claims or causes of action of any kind arising out of my participation in the Supervised visitation; and

I HEREBY release and forever discharge ANGEL'S HARBOR SUPERVISED VISITATION, INC., located at 1 Hermann Museum Circle Dr., Houston, TX 77004, their affiliates owner, directors, supervisors, attorneys' staff, volunteers, heirs, representatives, predecessors, successors, and assigns (collectively "Releasees"), from any physical or psychological injury that I or my child may suffer as a direct result of my participation in the aforementioned Supervised visitation.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED SUPERVISED VISITATION DURING THE COVID-19 PANDEMIC AND I AM PARTICIPATING IN SUPERVISED VISITATION ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO: PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE. NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME DURING MY PARTICIPATION IN THE ANGEL'S HARBOR PROGRAM.

I FURTHER AGREE to indemnify, defend, and hold harmless the Releasees against any all claims, suits, or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs.

I FURTHER ACKNOWLEDGE that Releasees are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event on behalf of Releasees. In the event that parties or child should require medical care or treatment, I authorize Angel's Harbor Supervised Visitation, Inc. to provide all emergency medical care deemed necessary, including but not limited to, first aid, CPR, the use of AEDs, emergency medical transport, and sharing of medical information with medical personnel. I further agree to assume all costs involved and agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

I FURTHER ACKNOWLEDGE participating in supervised visitation during the COVID-19 pandemic, a person's physical limits may carry with it the potential for death, serious injury. I agree not to participate in Supervised Visitation unless I am medically able to do so.

I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE Angel's Harbor Supervised Visitation, Inc. AND ALL OF ITS AFFILIATES OWNER, DIRECTORS, SUPERVISORS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PRESUCCESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST ANGEL'S HARBOR SUPERVISED VISITATION, INC.

To the extent that statute or case law does not prohibit releases for ordinary negligence, this release is also for such negligence on the part of Angel's Harbor Supervised Visitation, Inc. its agents and employees. I agree that this Release shall be governed for all purposes by the state of Texas law, without regard to any choice or conflict of law principles. This Release supersedes any and all previous oral or written promises or other agreements.

In the event that any damage to equipment or facilities occurs as a result of my or my family's or my agent's willful actions, neglect, or recklessness, I, acknowledge and agree to be held liable for any and all costs associated with any such actions of neglect or recklessness.

THIS WAIVER AND RELEASE OF LIABILITY SHALL REMAIN EFFECTIVE FOR THE DURATION OF MY FAMILY OR MY PARTICIPATION IN THE SUPERVISED VISITATION PROGRAM, DURING THIS INITIAL AND ALL SUBSEQUENT EVENTS OF PARTICIPATION.

A AGREEMENT was entered into at arm's-length or email, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both Participant, _____ and Angel's Harbor Supervised Visitation, Inc. agree that a agreement is clear and unambiguous as to its terms, and that no other evidence shall be used or admitted to alter or explain the terms of a agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within the Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase, or portion of a agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of a agreement shall remain in full force and effective. If a court should find that any provision of a agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, that said provision shall be deemed to be written, construed, and enforced as so limited.

In the event of an emergency, please contact the following person (s) in the order presented:

I, THE UNDERSIGNED PARTICIPANT, AFFIRM THAT I AM OF THE AGE OF 18 YEARS OR OLDER, AND THAT I AM FREELY SIGNING A AGREEMENT. I CERTIFY THAT I HAVE READ A AGREEMENT, THAT I FULLY UNDERSTAND ITS CONTENT AND THAT THIS RELEASE CANNOT BE MODIFIED ORALLY. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND THAT I AM SIGNING IT OF MY OWN FREE WILL.

Participant's Name: _____

Participant's Address: _____

In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian, as follows:

I HEREBY CERTIFY that I am the parent or guardian of _____, named above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

Parent / Guardian Name: _____

Relationship of Minor: _____

Signature: _____

Date: _____

Angel's Harbor Non-Custodial Interview Questionnaire

Angel's Harbor uses these questions to get an understanding from each party involved as to their perspective on why our services are being used, as well as how to best provide a safe environment for the child (ren). Regardless of what is stated, Angel's Harbor is a professional organization and remains neutral; we do not side with either party therefore, AHSV is expecting truthful answers to the questions below. AHSV is not here to judge anyone, we are only here to help.

What is the reason for the child needing supervised visitation?

Briefly describe any concerns you have regarding visitation with your child.

Do you have a history of or current Anger issues?

**Have you ever been ordered to take Parenting or Anger Management classes?
Year:**

Is there a Protective Order or Restraining Order in place? If yes, what are the terms?

Is there a history of or current allegation of Family/Domestic Violence?

Do you have an open to carry license?

Have you ever been incarcerated? Reason:

Do you have any physical, mental health issues or any special needs that could affect visits?

Is there any substance abuse that could affect visits? Are drugs still being used?

Did the court order communication for parties through Talking Parents, Family Wizard, etc.?

Have you ever seen a therapist or counselor? Year: Reason:

Are you under the care of a Physician for any chronic condition? If so, for what?

Is there an open CPS case involvement?

Has there ever been an opened CPS case involvement?

Has the Attorney General's office ever been involved?

Has there ever been a history of indecency and/or sexual abuse with a child? Year:

Have you ever been convicted of sexual abuse with a child? Year:

Has there ever been a history of physical abused to a child (ren)? Year:

When was the last time you spoke or seen your child (ren)?

Describe your relationship with your child (ren)?

What are your 3-12-month goals while participating in the AHSV program?

Have you ever kidnapped or tried to kidnap the child (ren)?

What other concerns do you have, or is there anything else you think would be helpful for us to know?

What do you hope the outcome from this experience will be?

Referred by: JUDGE ATTORNEY MEDIATION CPS OAG MUTUAL OTHER

Print Name: _____

Date: _____

This information will be release upon subpoena or direction from the court.

Consent to Perform Criminal History/Background Check

(Note: to be used for criminal history checks only, and not for disclosure to other parties).

Child Last Name: _____

Non-custodial

Last Name: _____ First Name: _____ Middle Initial: _____

Maiden or other names used other than reflected on birth record: _____

Address: _____ Apt #: _____

City: _____ County: _____ State: _____ Zip: _____

Date of Birth: _____ Social Security Number: _____ Race: _____

Driver's License No. _____. I, _____ am enrolling for services of the Angel's Harbor Supervised Visitation Program and have been advised that as part of the application process, Angel's Harbor conducts a criminal history background check. Angel's Harbor has informed me that I have the right to review and challenge any negative information that would adversely impact my participation in the Angel's Harbor Program. I have been informed that I will have a reasonable opportunity to clear up any mistaken information reported within a reasonable time frame established within the sole discretion of the Angel's Harbor.

My responses to the following questions about my criminal history (if any).

1. **Yes** **No** Have you ever been arrested, convicted, or plead guilty before a court for any federal, state, or municipal criminal offense?

If yes, provide details below...

State: _____ County: _____ Date of Offense: _____

Details of Arrest, Charge, or Conviction: _____

2. **Yes** **No** Have you ever received deferred adjudication or similar disposition for any federal, state, or municipal criminal offense.

If yes, please provide details below...

State: _____ County: _____ Date of Offense: _____

Details of Arrest, Charge, or Conviction: _____

3. **Yes** **No** Have you ever received probation or community supervision for any federal, state, or municipal offenses.

If yes, please provide details below...

State: _____ County: _____ Date of Offense: _____

Detail of Arrest, Charge, or Conviction: _____

Applicant Signature: _____ **Date:** _____

Document will not be accepted if not completed and signed.

Background check done by: _____

Date: _____