

PRIVATE VISIT REGISTRATION PACKET

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CUSTODIAL



Please fill out a separate Child Intake Sheet for each child listed in the court order.

Child (ren) Last Name: _____

Name: _____ E-mail: _____

Address: _____ Apt. #: _____

City: _____ State: _____ Zip: _____

Cell Phone: _____ Secondary Phone: _____

D. O. B. _____ Ethnicity: _____

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.

CUSTODIAL REGISTRATION

FAMILY CODE

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

You must check at least one below.

Child (ren) Last Name: _____

Relationship to child (ren): _____

Why is supervised visitation necessary?

- ALCOHOL ABUSE
- CHILDREN PROTECTIVE SERVICES-ON GOING INVESTIGATION
- DRUG ABUSE
- DOMESTIC VIOLENCE
- FLIGHT RISK
- FAMILY VIOLENCE
- INCONSISTENT VISITS
- LIVING CONDITION
- MUTUAL
- MENTAL HEALTH
- NEGLECT
- PARENTING SKILLS
- REUNIFICATION
- PROTECTIVE ORDER

Referred by: Judge Attorney Mediation CPS OAG Mutual Other

PRIVATE VISITATION AGREEMENT TO PARTICIPATE - CUSTODIAL

This agreement has been prepared for you so that you know our policies and what to expect as you begin services with us. These policies have been developed with the aim of creating a safe and healthy environment and will be review with you during the Intake Interview Process. Please initial each page and sign on the last page, indicating that you have read, understand, and agree to abide by each provision. Make sure to review the following agreement carefully as you will be responsible for your actions.

THE REGISTRATION PROCESS 1-5

1. Completion: Visits are scheduled when both parties complete the registration process and fees are paid in full. If both parties fail to complete the registration process within 60 days, AHSV may request updated registration information and/or repayment of registration fees of one or both parties.
2. Registration Fee: A non-refundable registration fee of \$125.00 is assessed to each party at initial registration and annually each year thereafter. The registration fee will not be refunded under any circumstances. If the non-custodial party has been inactive over 90-days, non-custodial must register and will be charged a fee of \$200.00 to reenter the program.

Once AHSV receives the court order and it is reviewed, it will be determined which party will be required to pay for registration fees. Non-custodial is responsible for all registration fees if: 1) custodial party is not a biological parent; there is documentation of family violence; or there is an on-going CPS or law enforcement investigation.

3. Fee for Service: Private visitation fees start at \$110.00 (2-hour minimum) and \$30.00/hourly thereafter. Fees are payable by cash, cash app with a 2% fee, or Zelle. Personal checks are not accepted. AHSV fees will vary and are slightly higher for CPS, Officers, and Therapist/Counselor. Fees will be confirmed prior to setting up a Private Visit. Fees are to be paid at the beginning of a visit by the non-custodial, unless otherwise ordered by the court or AHSV Executive Director. Failure to pay fees at time of visit will result in the termination of the visit. Fees are subject to change without notice.
4. Holiday Fee: Holiday fee of \$65.00 per hour will be assessed and will replace the normal Private Visit fees.
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.

PARTICIPATION 1-51

1. Alternate Pick-Up: Each custodial party must designate an alternate competent adult to pick up the child(ren) should they be unavailable. A written notification must be provided to the office before a child can be picked up. This designee must have a valid driver's license provided on file in the office and given upon request at the visit. A background check will be collected on alternate pick-up person. The AHSV will notify the custodial parent if the alternate designee is not approved. The designated adult must abide by all AHSV rules and regulations set forth in this agreement.
2. Adult Behavior: 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 of kidnapping during a visit, will result in immediate termination of the visit, and may result in the filing of a police report. All parties must conduct themselves in a manner that clearly demonstrates the child(ren) is the highest priority.
3. Agreement to Participate: AHSV agreement does not override any court ordered access. Any conflict arising between the "Agreement to Participate" and Court Order will mean that the court order controls. Private visits will be scheduled in accordance with the court order, within the boundaries and limitation of AHSV to meet the needs of participants. Participants and any potential guests are subject to the rules and regulations established by AHSV.

4. _____ **AHSV Service:** If AHSV is unable to provide services under precise terms of the court order, it is the participant's responsibility to request the court to modify the order in the absence of a mutual agreement. Visits are scheduled subject to the availability of Supervisor and the child.
5. _____ **AHSV Rights:** AHSV reserves the right to limit subsequent visits to the length of time necessary for the child, increasing the length over time, if the child (ren) need additional time to adjust, this determination will be made by the Executive Director.
6. _____ **Alcohol/Drug Use:** A child will NOT be released if custodial or designee appears to be under the influence of drugs, alcohol, or appears to be emotionally unstable. An alternate pick-up will need to be called. If custodial refuse to follow the requirements, law enforcement will be contacted, provided with vehicle and driver's license information, and all attorneys involved in the case will be notified immediately. For any parent suspected of active drug or alcohol use that leaves the site, law enforcement will be contacted, provided with vehicle and parent driver's license information.
Note: If anyone is suspected of intoxication due to active drug or alcohol use or who appears to be experiencing emotional problems to the extent that the physical or emotional welfare of the child might be endangered, they will not be allowed to leave with the child, if refuses, law enforcement will be called. All attorneys involved in the case will be notified immediately.
7. _____ **Animals:** No animals of any kind will be allowed except for registered service animals.
8. _____ **Arrival/Departure:** The custodial party or the designee must drop off child no earlier than the private visit is to begin. The custodial party will not be allowed on the premises until the time the visit is scheduled to end. If the custodial parent arrives earlier than the designated time of drop-off or pick-up, they will be asked to leave the premises and return at proper time. If non-custodial has not arrived on time, the custodial party and child will not have the option to wait and must leave the premises at once.
9. _____ **Background:** Anyone living out of the State of Texas, must provide a background before entering the Program.
10. _____ **Change of visitation:** Determination of which supervised visitation is best for the child is at the discretion of Angel's Harbor Supervised Visitation Executive Director.
11. _____ **Child Abuse:** If a 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. Supervisors will follow the direction given by Child Protective Services. Should the supervisor determine the health, safety, or welfare of the child is endangered at any time during the visit, the supervisor has the authority to terminate the visit. If it is determined that supervised services need to be terminated, the Court, attorneys, ad-litem, and CPS will be notified, if appropriate.
12. _____ **Child Activities:** If a child participates in extra activities, the custodial party must provide schedule of activities and AHSV will try to work with child's schedule. You must understand, ordered COURT VISITATION is not a suggestion it is an ORDER. Arrangements to make up time is expected. If a visit is cancelled for personal reasons, the party cancelling the visit will pay for make-up visit. Failure to agree to cooperate with the policy will result in letters to attorney/court and suspension.
13. _____ **Child Drop-Off:** The custodial party should always remain in their vehicle with the children. Make sure to have supervisor cell number and call upon arrival. Supervisor will retrieve the children once you arrive. Do not get out of vehicle at any time.
14. _____ **Child Illness:** If your child has a contagious illness as verified by a doctor, please call, and cancel the visitation. All visitations that are cancelled due to illness of the child will require a doctor's note or the missed visitation must be paid by the custodial.
15. _____ **Child Pick-Up:** If a child is not dropped off or picked up on time for a scheduled visit, the custodial or their designee will be charged a \$20.00 fee for the first 10-minutes and \$1.00 per minute thereafter. The fee is due upon arrival.
16. _____ **Child Support:** Visitation will not be suspended or terminated when child support is in arrears.

17. ____ **Collection:** 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.
18. ____ **Comments:** Staff will not document anything they did not hear or witness firsthand.
19. ____ **Communication:** All communication will be performed through the custodial and non-custodial party. Under no circumstances will the attorney's office replace contact for either party.
20. ____ **Contact Information:** Parties are responsible for providing AHSV with updated contact information, including home address, home and/or cell number, and e-mail address. If mail is returned, there will be a \$5.00 charge assessed to the party.
21. ____ **Consecutive No-Show:** If a parent has two consecutive no-shows, visits may be suspended or terminated, and notification will be provided to attorneys/court.
22. ____ **Court Dates:** Both parties are responsible to keep AHSV informed of court dates and modifications made by the court. A copy of the modification order must be provided to AHSV as soon as possible after orders are finalized.
23. ____ **Court Order:** All parties are required to give a 2-week notice for a Private visit. AHSV expects all court order visits for the 1st, 3rd, and 5th to take place. If you do not cancel those visits, you will be responsible for those fees. No Private visit will be allowed without adequate notification unless court order states specific dates and times. AHSV still require a "Private Visit Request Form" be sent in to establish the visit. AHSV will contact both parties of a visit within the time frame, however, if AHSV is prevented from giving notice to the custodial of the Private visit, visit will not take place and will need to be rescheduled. No exception.
24. ____ **Deny Services:** The AHSV has the right to deny supervised visitation services to custodial, non-custodial and their guest for violation of policies or if participation poses a danger to him/herself or violates this contract in any manner. The determination is at the discretion of AHSV Executive Director. AHSV is not a party to the suit and is not ordered to provide services and reserves the right to terminate services for violations of AHSV policies.
25. ____ **Discipline:** Parties are expected to take care of and be responsible for their children during the visit. Non-custodial is expected to set limits and discipline appropriately without use of physical force.
26. ____ **Discussing a case:** Supervisors will not discuss a party's case, concerns or complaints before, during or after a visit. Only questions relating to the well-being of the child during a visit will be allowed. Any questions or information must be directed to the office during business hours or to your attorney.
27. ____ **Emails:** Emails should not exceed over 10-emails a day or there will be a \$5.00 fee assessed to each email thereafter.
28. ____ **Examination:** Bodily examinations cannot/will not be performed on a child during a visit. AHSV Is not an investigative service and does not physically inspect children. Only obvious injuries or child-initiated reports may be noted and/or documented.
29. ____ **Guest:** All guests must be relatives, named in the court order, or approved by AHSV Executive Director. Information regarding a guest may be discussed with the custodial party, however, AHSV has the authority to make the final decision on guest approval.
30. ____ **Information:** I understand that information gathered during visitation, phone conversation, email or verbally may be released pursuant to a subpoena to attorney's therapist, courts or other pertinent agency involved in my case.
31. ____ **Language:** All participants must speak English during participation in the AHSV program or must provide a translator at their own expense.
32. ____ **Make-up Visit:** Personal reasons for cancellation will be paid by party cancelling the visit. Failure to agree to cooperate with the policy will result in letters to attorneys/court and/or suspension/termination pending court. AHSV is not responsible for tracking missed visitation dates.
33. ____ **Medication:** AHSV staff nor non-custodial will administer any medication to a child during visitation.

34. _____ **Modification:** All conditions of this agreement are subject to modification by AHSV with or without notice to the parties. I understand rules are subject to change at the discretion of AHSV program or to accommodate special circumstance or court orders.
35. _____ **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.
36. _____ **Notes:** 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.
37. _____ **Private Request:** Private visit requests must be given 14-days in advance of a scheduled visit (there may be some exceptions). No private visit will be allowed without adequate notification. AHSV will contact both parties of the requested visit within that time frame, however, if AHSV is prevented from giving request of private visit to the custodial, visit will not take place and will need to be rescheduled. No Exception.
38. _____ **Public Place:** All Private Visits must be held in a public setting. The Director will approve Private Visits based on family circumstances. Visits must occur in a public place and any exceptions must be approved by the AHSV Executive Director.
39. _____ **Restroom:** No parent may accompany a child to the restroom if child is of age and can go alone. If there is a child or infant that needs assistance, non-custodial will be accompanied by a site supervisor. If no restrooms are available, a visit will be held for a maximum of 2-hours only.
40. _____ **Safety:** The supervisor's responsibility is the safety of the children. If the supervisor is forced to make a decision that is not specifically stated in the "Agreement to Participate" for the protection of the parties involved, 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 termination of the visit and/or future visits.
41. _____ **Severe Weather:** If AHSV is informed of severe weather, visits may be cancelled and will need to be reschedule at no cost to AHSV.
42. _____ **Staggered Times:** Staggered arrival and departure times are set up for the protection of all parties. AHSV prohibits contact between the custodial and non-custodial during arrival and departure. This includes physical and visible contact. Any violation of this policy or attempts by custodial, non-custodial or non-custodial pick-up or drop-off driver to see or have contact with the other party during visitation may result in suspension of visits or termination of service.
43. _____ **Subpoena/Records:** Business records affidavit certifies records are correct. Visitation documents are released upon service of a subpoena only. A fee of \$2.00 per page is assessed and a \$15.00 service charge (if out of state there is a \$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 in the Houston area only. A subpoena requesting testimony requires a non-refundable deposit of \$200.00.
44. _____ **Summons:** Parties are restricted from summoning law enforcement, making police reports, or having papers served to another party on AHSV property of visitations.
45. _____ **Therapist/Counselor:** The agreement provides a release to discuss the child with any therapist/counselor involved in the case. If a treating therapist/counselor identifies problems resulting from visitation, AHSV will 1) suspend visits pending court review; 2) suspend visits for a period not to exceed 3 months while the child continues counseling; or 3) require non-custodial to see a counselor as well.
46. _____ **Transporting:** Transporting child (ren) will not be permitted at any time. Private Visits are to remain at one location only. Depending on distance, a mileage fee could be assessed. Child (ren) should be in vehicle no more than 25-30-minute drive time for a Private visit unless approved by the Executive Director.

47. _____ **Utilizing AHSV Service:** 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 arrangements.
48. _____ **Visits:** Visits offered is the opportunity for the parties to interact with their children in a positive and enjoyable environment. Conversations should be natural and directed by the child's interest, not the adults. If your child has a question about the family situation, a supervisor will help in addressing any questions the child may have. Discussions with children should stay focused on the present to avoid pressure and/or disappointment.
49. _____ **Visitation Supervisor:** Supervisors observe and document all conversation, activities, and behaviors of all participants during the visitation period.
50. _____ **Warning:** If either party has 3 warnings of the same offense, parties may be terminated from the program and will need to return to court for court review.
51. _____ **Weapons:** All weapons (including pocketknives, scissors, fingernail file, etc.) are prohibited. The right to carry any weapon, open carry or concealed, is denied while participating in the Angel's Harbor Program and is strictly enforced. Violation of this policy will result in termination of visitation and dismissal from the Angel's Harbor Supervised Visitation Program and will not be allowed back into the program. Non-custodial and their guest will be screened before entering the facility.

CANCELLATION AND NO-SHOW POLICY 1-4

1. _____ **Proper Cancellation:** Cancellation of a visit must be made during office hours 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 fee of \$110.00 and must be paid before future visits are scheduled. Cancellations made after Wednesday arising from an emergency may be exempt from a cancellation fee. Documentation must be provided to AHSV and will be reviewed on a case-by-case basis. In case of an emergency the day of a visit, calls should be made to site supervisor no later than 7:00am prior to visit start time to avoid a late cancellation fee of \$110.00. Site supervisor cell number will be in your Welcome Packet. Do not call the site supervisor cell number except on visitation date or parties will be charged a \$10.00 fee per call/text.
2. _____ **Mutual Cancellation:** If parties mutually agree on the cancellation of a visit, both parties must notify the AHSV office. Failure to give notice will result in the full amount of the Private visit fee to parties not providing proper notification.
3. _____ **Improper Cancellation:** Improper cancellation without prior notice set forth in AHSV guidelines will be assessed of an automatic fee of \$110.00 and must be paid before the next visit.
4. _____ **No-Show:** No-Show is defined as improper cancellation of a visit or failure to show up for a visit. In case of a "No-show" by either party, that party will be responsible for the entire scheduled visit fee. Fees must be paid immediately, or no visits will be schedule until paid in full. All attorneys involved will be notified.

GUIDELINES 1-6

1. _____ The custodial bears the primary responsibility for preparing a child for the supervised visit. The child can meet with the staff prior to the first scheduled visit (if time permits). If a child refuses to enter the supervised site, the custodial party will be responsible for fees of that visit and a report will be prepared for the attorney's/court.
2. _____ I understand the visits will be scheduled in accordance with the court order, within the boundaries and limitation of AHSV to meet the needs of participants. The AHSV program is not a party to the lawsuit; therefore, if AHSV is unable to provide services under precise terms of the court order, it is the participant's responsibility to request the court to modify the order in the absence of a mutual agreement. Visits are scheduled subject to the availability of a supervisor.

3. _____ I hereby give consent for my child to participate in Angel's Harbor SV program. I release Angel's Harbor SV and facility assigned, officers, employees, and volunteers against any/all claims or liability arising out of my child's participation in the Angel's Harbor SV program. I further release Angel's Harbor SV and facility, assigned officers, employees, and volunteers against any/all claims or liability arising out of my participation in Angel's Harbor SV program.

4. _____ AHSV staff 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 the termination of the current visitation, suspension of one or more visits, or termination of AHSV services for failure to comply.

5. _____ The supervisor's responsibility is the safety of the children. If the supervisor is forced to make a decision that is not specifically stated in the "Agreement to Participate" for the protection of the parties, 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 termination of the visit and/or future visits.

6. _____ COVID-19 - If a parent is confirmed to have tested positive for COVID-19, you should inform AHSV of your possible exposure immediately. A party must provide proof of a negative test and will not be able to request a visit until results are given to the office and it is safe to return.

Blank

SUPERVISED VISITATION AGREEMENT SIGNATURE

I hereby acknowledge that fees, service policies, visitation policies, exchange, and sexual abuse guidelines (if applicable), have been explained to me and all questions clarified. I have received a copy of the applicable policies and understand my obligation to follow them to receive service. I also understand that I will be financially accountable for all missed visitation, no-shows, cancellations, outstanding communication fees, court and travel time and expense fees until AHSV has been removed as designated supervised visitations services.

I understand that all supervisors are subject to subpoena by Court.

I understand that all supervisors are responsible, but that they are not trained for, nor are they expected to intervene in moments of danger to anyone participating in a visit. Appropriate medical and law enforcement notification are the extent of their responsibility at such times.

A guaranty that no harm will occur during such Court ordered or voluntary use of services is neither inherent nor implied, and while every precaution short of physical intervention will be taken to secure the child/children's or adult's safety, it cannot be guaranteed. In the event of an emergency, I understand my child/children may be transported to a safe place until such time as an appropriate custodial can be contacted.

As proof of having read and agreed to each statement above, I am signing in the space provided below.

Print Name

Date

Signature

Angel's Harbor Supervised Visitation, Inc.

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

ALTERNATE PICK-UP/EMERGENCY CONTACT INFORMATION

All information on forms must be completed or AHSV will not consider form for child pick-up. Copy of valid driver's license required to pick up child. Children will not be released to anyone with an expired driver's license and/or alcohol/drug consumption.

_____ **Number of Child (ren) (Please List Each Child Separately)**

NAME OF CHILD (REN): _____

NAME OF CHILD (REN): _____

NAME OF CHILD (REN): _____

NAME OF CHILD (REN): _____

**ALTERNATED PICK-UP INFORMATION
(Valid driver's license required)**

Name:	Relationship:	Contact No:
Automobile Make:	Model:	Year/Color:
Texas Driver's License No:	Texas Driver's License Expiration:	License Plate #:

PROVIDE COPY OF ALTERNATE PICK-UP DRIVER'S LICENSE HERE

EMERGENCY CONTACT

Name:	Relationship:	Contact No:
Name:	Relationship:	Contact No:

Each custodial party must designate an alternate competent adult to pick up the child(ren) should they be unavailable. A written notification must be provided to the office before a child can be released. The designee must have a valid Texas driver's license provided on file in the office and must provide upon request at a visit. A criminal history will be collected on alternate pick-up person. The designated adult must abide by all Angel's Harbor rules and regulations.

ALTERNATE PICK-UP/Revised Dec. 2019, Feb. 2020

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. 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. AHSV 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.

LEGAL ADVOCATE DISCLOSURE STATEMENT

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.

PLEASE SIGN BELOW ACKNOWLEDGING RECEIPT OF ALL INFORMATION ABOVE

Child (ren) Last Name: _____

Signature: _____

Date: _____

ZERO TOLERANCE DRUG POLICY IN A SUPERVISED SETTING
PARTICIPANT DRUG POLICY ACKNOWLEDGMENT

Child (ren) Last Name: _____

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 drug or alcohol use prior to a visit is suspected that the visit will be terminated immediately. Angel's Harbor Supervised Visitation has the right and will require any party suspected of consuming drugs or alcohol prior to a visit to submit to a drug screening test either by hair or blood sample within three (3) hours of the time the party arriving to visit or meet a child.

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 Supervised Visitation 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 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.

Signature: _____

Date: _____

CONSENT TO PERFORM CRIMINAL HISTORY/BACKGROUND CHECK

Child (ren) Last Name: _____

Date: _____

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: _____

DL # _____

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

I, _____ am enrolling for services of the Angel's Harbor Supervised Visitation and have been advised that as part of the application process, AHSV conducts a criminal history background check. AHSV 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 Supervised Visitation. 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 AHSV.

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: _____

Background check done by: _____

Date: _____

ANGEL'S HARBOR SUPERVISED VISITATION WAIVER AND RELEASE OF LIABILITY

A Agreement release between the participant and AHSV.

IN CONSIDERATION OF the risk of injury/damage that exist while participating in SUPERVISED VISITATION / COVID-19 ("hereinafter supervised visitation"); and

IN CONSIDERATION OF my desire to participated 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 managers, members, agents, attorneys staff, volunteers, heirs, representatives, predecessors, successors and assigns (collectively "Releasees"), from any physical or psychological injury / damages that I may suffer as a direct result of my participation in the aforementioned Supervised visitation.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED SUPERVISED VISITATION AND I AM PARTICIPATING IN SUPERVISED VISITATION ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THE ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO: PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, 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, CONDITIONS RELATED TO TRAVEL TO AND FROM THE ACTIVITY, OR FROM CONDITIONS AT THE ACTIVITY LOCATIONS (S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY.

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 or activity on behalf of Releasees. In the event that I 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 that this activity / COVID-19 may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. I agree not to participate in Supervised visitation unless I am medically able and properly trained, and I agree to abide by the decision of Angel's Harbor Supervised Visitation, Inc. official or agent, regarding my approval to participate in Supervised Visitation.

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, MANAGERS, SUPERVISORS, MEMBERS, AGENTS,

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. FOR PERSONAL INJURY OR PROPERTY DAMAGE.

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, the NON-CUSTODIAL 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 IN EFFECT FOR THE DURATION OF MY FAMILY OR MY PARTICIPATION IN THE ACTIVITY / SUPERVISED VISITATION, 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 effect. 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.

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.

If 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: _____

Date: _____

Relationship of Minor: _____

Signature of Participant: _____

CUSTODIAL INTERVIEW QUESTIONS

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.

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

Custodial Name: _____

Relationship to child: _____

Briefly tell us why you need our services of supervised visitation.

Do you have any concerns regarding non-custodial visiting with the child (ren)?

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

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

Do you carry weapons or have an open to carry license?

Are there any criminal issues or security concerns that AHSV should be aware of regarding Non-custodial?

Have the courts ordered communication through Family Wizard or Talking Parents, etc.?

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? Reason:

Has there ever been a history of sexual abuse to a child (ren)? By whom?

Has there ever been a history of physical abused to a child (ren)? By whom?

Does any of the child (ren) have any physical or developmental challenges?

When was the last time non-custodial spoke or seen the child (ren)?

Is the child (ren) currently participating with a therapist/counselor?

Contact information: Name: Phone number:

Does the child (ren) have any emotional or mental health issues that may affect the visit?

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

Signature: _____

Date: _____