



## **MENTORING GUIDELINES, DISCLAIMERS AND RELEASE OF LIABILITY**

Talk About Curing Autism (“TACA”) is a non-profit organization dedicated to providing educational resources and support services for families affected by autism. One of the services TACA provides is setting up mentoring relationships between families who have prior experience dealing with autism (herein, the “Mentor” family) and families interested in participating (the “Participating Family”) in the mentoring program who are newly affected by autism.

This agreement is intended to provide the guidelines to be followed by the Mentor and the Participating Family in the mentoring relationship (herein, “Mentor Relationship”), and to acknowledge the disclaimers described below, and to seek a release of TACA’s liability as described below.

### **A. Guidelines**

The following are some general guidelines for the Mentor Relationship:

- The Mentor and Participating Family should decide whether email communication, phone calls or face-to-face meetings work best for both parties.
- The Mentor Relationship is intended to be a flexible arrangement and may be terminated by the Mentor or Participating Family at any time. The Participating Family should note that it may request a new Mentor at any time.
- It is optional, but highly recommended, to share IEP notes, goals and objectives and, if possible, attend each other’s IEPs as an IEP buddy system.
- The Participating Family should be aware of and respect the fact that the Mentor may have a mentoring relationship with more than one Participating Family.

### **B. Mentor Covenants.**

Mentor represents and warrants that Mentor has the legal capacity to enter into this agreement. Mentors (including all members of Mentor’s family, as applicable) participating in the Mentor Relationship program agree to keep all information obtaining in the course of the Mentor Relationship confidential. Mentor agrees that, upon any termination of the mentoring relationship, to return any and all documents or materials provided to Mentor (if any) to Participating Family. Mentor agrees that all mentoring services will be provided free of charge to Participating Family. Mentor’s services are strictly on a “volunteer” basis, and Mentor shall not be considered an employee of TACA for any purpose.

### **C. Participating Family Covenants.**

Each person executing this Agreement on behalf of Participating Family agrees that the persons executing this Agreement have full authority to bind all members of the Participating Family and its legal guardians and representatives, and will notify TACA immediately if this is not the case. Participating Family agrees to keep all information obtained from Mentor (specifically including, but not limited to, the Mentor’s name) strictly confidential. For example, Participating Family shall not disclose Mentor’s name to any government or school official.

#### **D. Disclaimers**

By entering into this Agreement, the Participating Family and Mentor acknowledge that TACA's role is simply to connect the Participating Family with Mentors who have registered their interest in providing mentoring services. TACA has not performed any background checks on any Mentors. In addition, TACA makes no warranty that any particular level of mentoring services shall be provided.

During the course of the Mentor Relationship, the Mentor may communicate general information regarding medical research, treatment options, therapies and nutrition to the Participating Family. The information may come from a variety of sources, and the Participating Family should assume that neither the Mentor nor TACA independently verifies any of it. Nothing communicated during the Mentoring Relationship should be construed as medical advice. The Participating Family should always consult his or her child's doctor regarding the child's individual needs.

During the course of the Mentor Relationship, the Mentor may also communicate general information regarding legal issues or legal matters to the Participating Family. The information is intended for informational purposes only and should not be construed by the Participating Family as legal advice or a substitute for legal advice.

#### **E. PARTICIPATING FAMILY RELEASE AND HOLD HARMLESS PROVISION**

**IN EXCHANGE FOR TACA'S SERVICES TO CONNECT MENTOR WITH PARTICIPATING FAMILY, PARTICIPATING FAMILY HEREBY RELEASES, DISCHARGES AND HOLD HARMLESS MENTOR, MENTOR'S FAMILY AND AGENTS, TACA, AND TACA'S OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, VOLUNTEERS, AGENTS, REPRESENTATIVES, AFFILIATES AND ALL OTHER PERSONS ACTING ON ANY OF THEIR BEHALVES WITH RESPECT TO THE CONDUCT OF TACA'S AFFAIRS (COLLECTIVELY, THE "RELEASED PERSONS"), FROM ANY AND ALL LIABILITY, CLAIMS, LOSS, DAMAGES OR OTHER LEGAL RESPONSIBILITY ARISING DIRECTLY OR INDIRECTLY OUT OF OR RELATING IN ANY MANNER TO ANY INJURY, LOSS OR DAMAGE THAT ARISES FROM, OR IN CONNECTION WITH, THE MENTOR RELATIONSHIP.**

**FOR ALL PURPOSES OF THIS AGREEMENT, THE TERM "PARTICIPATING FAMILY" SHALL INCLUDE EACH PERSON WITHIN THE IMMEDIATE FAMILY OF THE FAMILY PARTICIPATING IN THE PROGRAM, AND ALL PERSONS OPERATING THROUGH SAID FAMILY (FOR EXAMPLE, LEGAL GUARDIANS, REPRESENTATIVES, ETC.) AND ALL RELEASES CONTAINED HEREIN SHALL EXTEND TO ALL SUCH PERSONS.**

**PARTICIPATING FAMILY AGREES TO DEFEND AND INDEMNIFY ALL RELEASED PERSONS AGAINST ANY CLAIM, DEMAND, LAWSUIT OR OTHER PROCEEDING BY OR ON BEHALF OF ANY PERSON SEEKING TO ENFORCE ANY RIGHT OR LIABILITY WAIVED, DISCHARGED OR RELEASED ABOVE. PARTICIPATING FAMILY AGREES THAT THIS RELEASE AND WAIVER IS TO BE INTERPRETED AS BROADLY AND INCLUSIVELY AS IS PERMITTED BY LAW, AND THAT SHOULD ANY PORTION OF IT BE DEEMED UNLAWFUL OR UNENFORCEABLE, THE REMAINDER SHALL CONTINUE IN FULL FORCE AND EFFECT AND SHALL BE INTERPRETED TO CONFORM AS CLOSELY AS POSSIBLE TO THE INTENTIONS EXPRESSED HEREIN.**

**F. MENTOR RELEASE**

**MENTOR AGREES TO RELEASE TACA, AND TACA'S OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, VOLUNTEERS, AGENTS, REPRESENTATIVES, AFFILIATES, AND ALL OTHER PERSONS ACTING ON THEIR BEHALVES FROM ANY AND ALL LIABILITY, CLAIMS, LOSS, DAMAGES, OR OTHER LEGAL RESPONSIBIITY ARISING DIRECTLY OR INDIRECTLY OUT OF OR ARISING IN ANY MANNER TO ANY INJURY, LOSS, OR DAMAGE THAT ARISES FROM, OR IN CONNECTION WITH, THE MENTOR RELATIONSHIP.**

**G. Other Provisions.** This Agreement shall be goverened under California law. Each section in this agreement is severable from the rest of this Agreement, so if any provision herein should be deemed to be invalid or unenforceable, the remaining provisions herein shall remain in full force and effect. All of the confidentiality provisions herein shall survive the termination of the Mentor Relationship indefinitely. Nothing herein shall be construed to establish any employee, consulting, or partnership relationship. If any dispute should arise among any of the parties in relation to this Agreement, the parties agree that that the sole venue shall be in Orange County, California.

**“PARTICIPATING FAMILY”**

Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
School District: \_\_\_\_\_

**ACKNOWLEDGED BY:  
“MENTOR”**

Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

**TALK ABOUT CURING AUTISM**

\_\_\_\_\_  
Lisa Ackerman, Executive Director

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