

Longmont Community Justice Partnership (LCJP) is committed to excellence in all aspects of the restorative justice process. We strongly encourage clients to take full advantage of the Community Restorative Justice program which provides an opportunity for accountability and repairing harm. **Please fill out this entire form by placing initials in the appropriate areas and signing the last page of the document.**

**Parents/guardians: please carefully review this form with your child if your child will be participating in this process. Only parent/guardian initials and signature are required.*

Participation Agreement

Consent to Participate

I understand that my and my child's participation in the LCJP program is voluntary and depends primarily on my/my child's willingness to take responsibility for the harms that my/my child's actions have caused. I agree to make/help my child make a sincere effort to repair those harms by voluntarily participating/promoting my child's participation in the restorative justice process.

Initial _____

Reasons for Return

I understand that if it is suspected that I/my child am/is under the influence of drugs and/or alcohol during any scheduled event in the LCJP program, my/my child's case may be returned to the police.

Initial _____

I understand that LCJP may return my/ my child's case to the referring agency for any of the following reasons:

- Failure to accept responsibility for the harms caused by my actions at any time during my participation in LCJP.
- Failure of either me or my child to show for a scheduled meeting or process with LCJP.
- Inappropriate behavior while I/we am/are participating in the program, including intake, the LCJP process, any activity that is part of the LCJP contract, and any interactions with LCJP personnel.
- Failure of my child to complete all LCJP Contract items by the Contract Deadline.
- Commission of a subsequent violation by me/ my child prior to completion of the program.

Initial _____

I understand that I/we am/are responsible to arrive on time and attend both the pre-conference and the conference for which I/we am/are scheduled. If I/we do not attend both meetings or am/are more than 10 minutes late, my/my child's case may be returned to the referring agency.

Initial _____

Payment and Process Scheduling

I understand that the fee for this program is \$125, which must be paid (checks payable to "LCJP") at the date of my/my child's LCJP process, or by the Contract Deadline, unless arrangements are made before the process. *I understand that if I/we fail to attend my/our scheduled process or fail to complete the program thereafter, I must still pay this fee and there are no refunds.*

I also understand that if financial restitution is in my/my child's contract, I must pay that restitution to LCJP and LCJP will submit the payment to the victim(s).

Initial _____

Confidentiality

I agree to hold any and all communications and information that I/we become privileged to during the restorative justice process in strict confidence. I understand that this confidentiality policy allows the participants of the process, including myself/my child, to speak freely and honestly about the events surrounding my/my child's case and other related matters. (*Exception: Any statement about the intent to commit a felony or cause serious bodily harm to myself/my child or others may be reported to the appropriate agency).

Initial _____

Release of Case Information

I authorize LCJP to assign my/my child's case to LCJP volunteer facilitators. I further authorize LCJP to provide those facilitators with access to my/my child's case file solely for purposes related to the process, which includes sharing pertinent information from my/my child's case with other process participants, such as victims and affected community members, as deemed necessary for facilitation of the process.

Initial _____

I authorize LCJP to utilize any information pertaining to my/my child's case on an anonymous basis for the purpose of research, evaluation, and publicity.

Initial _____

Release of Liability and Responsibility

I, _____, am aware and understand that the activities I/my child and I participate in with LCJP in the restorative justice process may be dangerous and may expose me/us to a variety of foreseen and unforeseen hazards and risks. I acknowledge that I/we am/are voluntarily participating in the activities and have considered those risks. I hereby expressly and specifically assume such risks for myself and my child, if applicable, including any and all risk of injury, harm, or loss, both real and digitally, that I/we may incur as a result of my/our participation in the activities.

I understand that in the event of any type of accident, injury, or illness to myself or my child, I accept responsibility for all expenses associated with the accident, injury, or illness. I also accept responsibility of any type of property damage or violation of the law incurred or committed by me or my child, if applicable, while performing these activities.

I do hereby release all the participants, facilitators, employees, volunteers, and sponsors of LCJP and Teaching Peace from any responsibility and liability, and expressly waive any and all liability, claims and damages of whatever kind or nature, either in law or in equity, resulting from my/our participation in the restorative justice process or any other activities with LCJP.

I will defend and indemnify any of the LCJP and Teaching Peace and their employees, volunteers or affiliates from a claim by any other party as a result of any accident, injury, illness, property damage, or any other violation of the law caused by the activities stipulated in the contract resulting from the restorative justice process(es).

I understand that statements made during the restorative justice process are, for the most part, confidential. Please read the sections below so you have a full understanding of your/your child's rights and the scope of confidentiality.

Juveniles (those 18 or under when a crime was committed) – Pursuant to Colorado Revised Statutes section 19-2-302.5(5)(a) any statement made by the juvenile which is contained in paperwork used by LCJP shall not be used against a juvenile in a later court proceeding. However, if during a court proceeding a juvenile makes any deliberate misrepresentations or if a statement is in direct contradiction to the statements made to LCJP, those statements made to LCJP can be used in court.

Adults (those 18 or older when a crime was committed) – Pursuant to Colorado Revised Statutes sections 18-1.3-101(9), 18-1.3-104(1)(b.5)(I), and 18-1.3-204(2)(a)(III.5), statements made during a restorative justice conference cannot be used against the adult and are confidential. The exceptions to this rule is when the adult commits a chargeable offense during the conference. Further, any admissions to child abuse (as defined in section 19-3-304) during a restorative justice conference must be reported to proper authorities. Finally, if the adult writes a statement of accountability concerning the facts of the case, that statement may be used against the adult in a later court proceeding if the adult makes any statement to the court which is materially different from the facts stated in the restorative justice contract.

LCJP will comply with any lawful search warrant or court order to obtain records pertaining to a restorative justice referral.

By initialing below, I certify that my consent has been intelligently and voluntarily given and I have read all the terms of the above as a release from liability.

I UNDERSTAND THAT THIS RELEASE DISCHARGES LCJP AND TEACHING PEACE FROM ANY LIABILITY OR CLAIM THAT I OR MY CHILD, IF APPLICABLE, MAY HAVE AGAINST LCJP WITH RESPECT TO ANY BODILY INJURY, PERSONAL INJURY, ILLNESS, DEATH, PROPERTY DAMAGE, OR PROPERTY LOSS THAT MAY RESULT FROM THE ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF LCJP OR OTHERWISE.

Initial _____

Digital Conferencing Disclosure

I/We understand that under ideal circumstances that my/my child's restorative justice process will be done in person. However, in order to comply with emergency orders, health decrees, or other circumstances, it may be necessary to conduct some or all aspects of my/my child's restorative justice experience through digital conferencing. LCJP will use video conferencing

when available to ensure the restorative justice experience can proceed as planned and will be the greatest benefit for all participants.

LCJP does not collect from any participant any of the following information: social security number(s), personal identification number(s), password(s) or pass code(s), driver's license or other government-issued identification card number(s), government passport number(s), biometric data, employer, student, or military identification number(s), or financial transaction device information (i.e., a credit card, banking card, debit card, guaranteed check card, or account number representing a financial institution).

Additional disclosures and rules will apply during a digital conference. Please review the following disclosures and rules, initialing where required, to ensure you can gain the most from your restorative justice experience.

Digital Disclosure

I/We understand that I/we must preserve the confidentiality of the participants of the restorative justice process. Restorative processes are not recorded in any fashion other than through handwritten notes which will be used by LCJP staff, and trained volunteers, to facilitate the restorative justice conference. After the restorative justice process has concluded, all handwritten notes will be destroyed to uphold client confidentiality. Participants are expected to observe the confidential nature of the restorative justice experience and turn off any personal digital device other than the device being used to participate in the conference or other LCJP meetings.

I/We understand that LCJP will do its best to preserve the confidentiality of the conference and other LCJP meetings and that it will not record or rebroadcast any of the sessions unless there is a specific agreement which is signed and agreed to ahead of the conference by all participants. I/We further understand that LCJP relies on third party vendors to conduct digital conferencing and meetings. While these platforms are typically encrypted and highly private, LCJP is not responsible for any failure by any third-party vendor to secure their platform.

I understand the above disclosures and agree to participate in digital conferencing if required by current circumstances.

Initial _____

Additional Rules for Digital Conferencing

By participating in a digital conference, I agree to the following additional Rules on behalf of myself and my child, if applicable:

1. I/We will not record, either video or audio, the conference or any meetings with LCJP staff prior to, and after, the conference
2. I/We will not take still pictures or screen shots of the conference participants or LCJP staff or trained volunteers.

3. I/We will participate in a digital conference in a private location so that other family members or third parties not involved in the restorative process cannot hear or see the digital conference.
4. I/We will practice good digital citizenship and be respectful of the other conference participants.
5. I/We will not use equipment to alter the video or audio during the conference.
6. I/We will not email any information that may be considered confidential to individuals or entities outside of LCJP.

Initial _____

By signing below, I acknowledge that we have read the above materials and that I certify that my/our consent has been intelligently and voluntarily given and that I/we have read all of the rules, disclosures, and releases above and agree to them.

Printed name of participant

Signed name of participant (if over 18 years of age)

Printed name of parent (if applicable)

Signed name of parent (if applicable) (Required if
participant is under 18 years of age)

Date: _____