

CONDITIONAL ATTENDANCE AGREEMENT

Caution. *This form is not to be used without review and approval by local legal counsel. A church should also have its insurance agent review and approve this form to ensure it satisfies the insurer's requirements and to ensure the church is not denied coverage for permitting attendance of a sex offender. Remember, a church always has the right to deny the attendance of a sex offender completely and this sample should not be interpreted to the contrary.*

Agreement made this _____ day of _____, 202__, between _____ (the "Church") , located at _____ [insert address] ("Church Property") and _____ [insert name and address of attendee].

As a result of (check one or both):

- ☐ my inclusion on the national sex offender registry or sex offender registry of [name of state]
- ☐ my confessed inappropriate sexual contact with one or more minors involving either physical contact or any form of sexual contact via phone, text, email, social media or similar communication medium.

and in consideration of my being allowed to attend religious services or activities at the Church Property or an offsite Church function, I agree that:

- I will provide my probation officer's contact information (if applicable), so the Church can verify that I may lawfully attend Church.
- The Church will designate one or more adult Church leaders to accompany me at all times while at the Church Property or an offsite Church function, and I will remain with the Church designee(s) at all times while on the Church Property or at an offsite Church function.
- I will not drive or ride in a Church-owned vehicle to or from Church Property or to or from an offsite Church function.
- I will not associate or fraternize with any unrelated minor who attends the Church in any manner off of Church Property.
- I will not communicate with any unrelated minor who attends the Church by means of phone, text, email, social media or similar communication medium.
- I will not work in a volunteer or paid capacity in any program or activity on Church Property or at an offsite Church function, that involves contact with minors.
- I will not attend any service or activity on Church Property or other offsite Church function designed primarily for minors including, but not limited to, youth group or a youth outreach event.

- I will not transport in my vehicle or any other vehicle, an unrelated minor to or from any religious service or activity at the Church Property or at an offsite Church function.
- I will not sit with an unrelated minor in any service or activity on Church Property or at an offsite Church function.
- I will not speak with any unrelated minor on Church Property or at any offsite Church function unless other adults are present.
- I will not invite an unrelated minor of the Church to my home under any circumstances.

I further agree that a single violation of any of these conditions on my part will justify the Church excluding me from attending any services, functions or activities on Church Property or elsewhere. I further agree that the Church's failure to exclude me on the basis of a violation of one or more known violations of these conditions shall not prevent or prohibit the Church from doing so for any future violation.

I expressly agree that this agreement is intended to be as broad and inclusive as permitted by the law of the State of [name of state] and that it contains the entire agreement between the parties hereto and the terms of this agreement are contractual and not a mere recital. I waive any legal defenses that I may have to the legal enforceability of this agreement, including but not limited to lack of consideration. I further state that **I HAVE CAREFULLY READ THE FOREGOING AGREEMENT AND KNOW THE CONTENTS THEREOF AND I SIGN THIS AGREEMENT AS MY OWN FREE ACT.** This is a legally binding agreement which I have read and understand.

Attendee Name (print)

Pastor/Elder Name (print)

Signature

Signature

Witness Name (print)

Signature

Date