



FAMILY HANDBOOK

A PRIVATE MEMBERSHIP COMMUNITY

The Wild Roots Private Membership Community exists to promote and foster private and family learning options, resources, and networks for families and individuals pursuing Montessori and nature-based learning. Wild Roots is a private membership community of individuals, families, and entities who share the same vision and beliefs in regards to the importance and power of Montessori and nature-based learning and who work together to accomplish these purposes ("Wild Roots" or "Community").

This document sets forth the agreement of the members of Wild Roots (individually a "Member" or collectively the "Members") and the rights and responsibilities associated with membership ("Agreement"). By requesting membership in Wild Roots, each Member acknowledges and agrees to the terms and conditions of this Agreement and states that this Agreement reflects the Member's vision and beliefs as well.

1. Vision and Beliefs

Members of Wild Roots all share the following vision and beliefs:

Vision

To provide a creative and nurturing Montessori experience that focuses on learning, kinesthetic activities, and the therapeutic value of nature.

Beliefs

- That science should be messy, that books are like treasure and that struggles can be just as valuable as successes;
- That learning about the world should be a beautiful adventure;
- That getting our hands in the dirt is good for our bodies as well as our souls;
- That blending letter sounds, finding peace in guided meditation, honing math skills, and identifying wildflowers should be all in a day's work;
- That each child has their own strengths, passions and their own unique style of learning. Our community nurtures those gifts, celebrates natural curiosity and encourages children to become lifelong learners as they explore the amazing world around them.

2. Community of Members

Wild Roots is a community that is driven by its Members who are working to accomplish their

shared vision and beliefs. Members may include families, parents, children, individuals, mentors, tutors, curriculum developers, managers, property owners, entities, and many others necessary to promote the development and provision of the Montessori philosophy and nature-based learning and opportunities to associate together pursuant to the shared vision and beliefs. Members may join or leave the Community at any time. Membership in the Community is limited, however, to those who believe in and support the shared vision and beliefs of the Members and the Community's purposes, and who follow the Community's contribution expectations and rules. All Members must be approved by the Community prior to being admitted as a Member, and the Community reserves the right to deny admission to prospective members.

Wild Roots may terminate membership for any Member at any time, including for those that do not follow the contribution expectations and rules related to membership. All Members recognize and agree that by associating and working together, they can better accomplish their shared vision and beliefs.

Group Meetings

Wild Roots believes that education happens best when individuals and families have opportunities to gather together for learning opportunities and group activities. The Community works to facilitate voluntary meetings (“Group Meetings”) of families, children, and individuals in order to nurture a cooperative, supportive environment. These Group Meetings may be led by a parent or another appointed by the parents in order to access educational materials, provide learning opportunities, and exchange ideas.

Wild Roots does not currently offer a traditional school, and so any involvement in group meetings, educational opportunities, or curriculum is done with parents still being responsible for ensuring that their children meet all required compulsory attendance requirements for the State in which they reside.

Food from Members

Members in the Community may elect to provide food, snacks, or other treats to Members and their children. The Community is not responsible for any food provided or distributed by Members of their own free will and choice, and each Member agrees to retain full responsibility to communicate any dietary needs to other Members, to instruct their own children about what food the child should or should not eat, and to understand that Members may elect to prepare food on their own. Each Member will be fully responsible for the food they elect to consume or allow their children to consume while interacting with the Community. Members authorize other Members to assist their children in assembling, opening, or arranging food provided by the Member or others selected by the Member.

Transportation Services

Members in the Community may elect to provide rides or rideshare-type services to others in the Community, or they might have others not in the Community provide transportation for their children. The Community is not responsible for any liabilities that may arise as a result of Members giving, receiving, or otherwise providing rides for others in the Community. Any such rides or rideshares, whether paid, voluntary, or otherwise, are all conducted at the risk of the Member and the Member and the Member's child(ren) agree to look solely to the insurance of the

providing Member, or to the providing Member if there is no insurance in place, in the event of any accident, claim, or other liability that may arise. In the event of a claim or other liability from another not in the Community arising out of or connected to transportation of a Member's child, the Member providing the rideshare or authorizing the transportation of the Member's child(ren) agrees to indemnify and hold other Members harmless from any and all claims, damages, losses, judgments, or lawsuits associated with such transportation.

3. Membership

To join Wild Roots and be an active Member of the Community, all Members of Wild Roots must:

- a. Pay the yearly membership fee of \$50/year, payable to the Member designated by the Community to handle membership fees;
- b. If a Member's child is accessing curriculum utilized in Group Meetings, then such Members must pay for access to the curriculum or otherwise secure proper legal rights to the curriculum. For 2022 and 2023, the Community has elected to utilize the curriculum from Wild Roots Community LLC, a member of the Community, for most of its Group Meetings. Due to this, and to provide notice to Members, Wild Roots Community LLC's curriculum development and access fees are posted on the Wild Roots Community's website and may be updated periodically..
- c. Agree and adhere to this Agreement and the Vision and Beliefs of the Community;
- d. Maintain an active and working email account and phone number with the Community;
- e. Interact with other Members in professional and appropriate ways, which includes without limitation, not using harassing, derogatory, or demeaning communications or actions, not using Member's information for business purposes unrelated to the Community, and using truthful and accurate communications and representations in all interactions with Community Members;
- f. Refrain from conduct that harms or disparages the Community or any of its neighbors in any way.

If a Member violates any of these provisions, the Community may suspend the Member's membership. If a Member does not correct the issue within 10 days of membership being suspended, their membership may be fully terminated and revoked by the Community. The Community is under no obligation to renew memberships and may elect to cease functioning at any point. *Wild Roots is not a 501(c)(3), and each Member agrees to rely on their own tax professionals for the tax treatment of any donations or membership fees paid to Wild Roots or any other fees paid to its Members.*

4. Community Structure

The Community consists of individuals, families, and entities. Some Members may be authorized to receive certain Community funds, such as Membership contributions, and to report those on the entity's tax returns. If a Member makes a payment to an individual or entity in the Community, the Community itself is not obligated to ensure that each individual Member fulfills the Member's commitments to other Members as each transaction between Members is a separate transaction that is not regulated by the Community. In other words, Members agree to ensure that they have appropriately reviewed any transactions with other Members prior to undertaking such transactions.

The Community is comprised of some "Founding Members" - Molly McDowell, Shannon Dixon and Stacey Kaminer - that govern the Community and its affairs ("Board"). The Board is authorized to conduct all affairs for the Community and to appoint officers of the Community. Currently, while the Community is growing and establishing itself, Members do not vote on Community leadership. Once the Founding Members feel that the Community has passed its initial growth stage and entered a maintenance stage, the Founding Members may amend this Agreement to create a voting structure for Community Members.

Members recognize and agree that the initial growth stage may last for a fairly short to an extended period of time, potentially many years, depending on the rate of Members who join the Community and the rate at which a strong culture inside the Community is formed and solidified. It is within the sole discretion of the Founding Members to determine when the Community has reached maintenance stage and when to amend this Agreement to set forth Member voting rights.

5. Governance

The Board is authorized to conduct all Community matters and to appoint officers, such as a Community Leader, Community Treasurer, Community Assistant, and other offices as the Board may deem appropriate. All Board decisions must be by majority vote of Board members. The Community shall maintain a list of Board members, and the Founding Members may appoint other individuals to serve on the Board as well at any time and for any duration. A decision to add a Board seat must be made by a majority of the then constituted Board. The Community Assistant shall provide notice to Board members at least seven days in advance of any Board meeting. The Board may appoint one or more entities to serve in the role of receiving and reporting membership fees and other funds or assets transferred to the Community. Such entities will act as an agent for the Community for the limited purpose of holding funds or assets for the Community and reporting and expending such funds for Community purposes, as directed by the Board or the officers appointed by the Board.

The Board is also authorized to remove Board members who cease contributing, who pass away, or who are no longer an appropriate fit for the Board. The Board may set time limits for how long a Board member may serve, and Board members may be appointed for different lengths of time.

The Board may also create and establish advisory committees from time to time. The members of any advisory committee must also be a Member of the Community but may consist of Board members as well as non-Board members. Advisory committees may not exercise the authority of the Board to make decisions on behalf of the Community, but shall be limited to making recommendations to the Board or the Board's authorized representatives and to implementing Board decisions and policies. Advisory committees are subject to the supervision and control of the Board. When a committee is established, it is not necessary to title it as an 'advisory committee'.

Members within the Community are responsible to govern their own affairs, and the Community's main purpose is not to direct individual choices. The Community's purpose is to create a network and structure for individuals and entities to interact within, and if a Member does not approve of a network or structure or set of expectations, the Member is always free to conduct transactions outside of the Community.

The Board will provide a method for Members to submit requests, complaints, inquiries, or other concerns to the Board. The Board will provide a method to allow Members to appear before the Board (whether in person or electronically) so that Members can address their concerns. The

Board may set dates and times for Members to appear, and the Board is not required to set meetings at specific times to accommodate Members' schedules. The Board will listen to items presented and issue a response within a reasonable timeframe.

6. Constitutional Rights

The Community and its Members assert their State and Federal Constitutional rights to freely assemble and associate, to privately contract with each other, to speak without abridgement by the government, to live according to their beliefs about what is best for them, to direct and control that which they have ownership or other protected interests in, to make decisions on education choices for themselves and their children based on beliefs related to the Community or based on other spiritual, personal, or emotional factors, to regulate their own private affairs and choices, and to otherwise interact in an association, community, or group of individuals who share a vision and beliefs.

Specifically, the Community and its Members assert that education choice and the rights of a parent to direct the manner, method, means, and type of education is a fundamental individual and human right protected by State and Federal Constitutions. Community Members fully believe that these rights are a fundamental constitutional right safeguarded in the various applicable constitutions, including in declarations within such constitutions that there are other, unenumerated rights retained by the people. Community Members fully believe that the government should not regulate or interfere in the core functions of parents electing the manner, form, location, size, or other factors in how children are best educated.

7. Complaints and Dispute Resolution

If a Member has a complaint about the Community or another Member, the Member should discuss his/her concern with the other Member directly. If that does not resolve the problem, each Member agrees to submit their complaint to the Board, or those appointed by the Board for reviewing complaints, for review and consideration. Each Member agrees that, to pursue the Community's full potential, all complaints related to the Community or its Members should be directed to the Board or those appointed by the Board. All complaints must be submitted in the form and manner required by the Board.

Accordingly, all Members agree to process all complaints related to or associated with the Community according to the dispute resolution procedures below. However, notwithstanding this section and this Agreement, the Members may refer criminal matters to the appropriate authorities having jurisdiction over the parties involved.

All Members consent to the jurisdiction of the Community to resolve all non-criminal disputes arising between the Members or the Community. Such jurisdiction shall constitute 'arbitration' for purposes of laws that enable such alternative dispute resolution matters. The Community shall

review complaints and determine if hearings are necessary or not to resolve the complaint. If necessary, the Board will appoint individuals to review the complaint who are not named in the complaint.

The Board will act within a reasonable time to investigate and review complaints. By continuing as a Member of the Community after a complaint resolution has been issued by the Board, a Member consents to the Board's resolution of the complaint.

The Board may from time to time establish rules and procedures for conducting hearings, taking evidence, and otherwise adjudicating complaints or disputes between Members. At the conclusion of a hearing or other action on a complaint, the Board will also indicate the party responsible for the costs of the hearing, investigation, or other work conducted to resolve the complaint. The Board may also indicate that the Community will cover the costs or that parties are required to contribute to the costs. The Board may hire arbitrators or other professionals as necessary to conduct investigations, hearings, or other resolution procedures, and may consult with legal professionals regarding the complaints. All such associated costs may be assigned to parties involved in a dispute, and such assignment of costs will generally follow the party or parties at fault in a matter, unless there is good cause to assign costs otherwise.

8. Amendments

The Board may, by majority vote, amend this Agreement from time to time. No amendments may be applied retroactively, but amendments will be considered binding upon a Member once the amendments are posted on the Community's website upon the earlier of the Member 1) paying a contribution or membership fee to the Community, 2) participating in an educational activity or Group Meeting with the Community, 3) receiving or providing services to or from other Members in the Community, or 4) otherwise agreeing to the amendments.

All Members recognize and agree that it is their intent that the Community grow and change over time. Situations, society, culture, and technology are all changing at a rapid pace, and all Members anticipate that the structure, offerings, and details associated with the Community may need to change and adapt over time. Accordingly, all Members agree that they have no vested or ongoing interest in the Community remaining in a certain form or condition, and that they expect the Community to change and adapt as it works to achieve the vision and beliefs of the Members.

Further, the Members recognize and agree that at some future point, the Members would like to create, if possible, a fully functioning private school that continues to serve the Members and their vision and beliefs. All Members recognize and agree that Wild Roots does not currently offer such a private school, but is currently focused on developing opportunities, curriculum, and connections to others in the Montessori education realm. Accordingly, Members recognize and agree that the Community may change significantly over time, and that while such changes may not fit every Member's needs precisely, such changes are evidence of the power of the Community at work in developing additional options for filling Members' educational needs for their children.

9. Governing Law

This Agreement is governed by the natural law, common law, the U.S. and Utah Constitutions, and the laws of the State of Utah, without regard to the associated conflicts of laws principles. If, for some reason, a dispute cannot be appropriately resolved and litigation ensues, all Members agree that they must first submit their disputes to mediation. If mediation is unsuccessful and a court does not remand the lawsuit to the Community for arbitration (as all Members have agreed is the appropriate method of resolving such lawsuits), then the Members agree that all disputes shall only be submitted in a court located in or serving Summit County, Utah, and all Members submit to the jurisdiction of such court and waive any defenses based on venue and agree that all actions should be transferred to such courts.

10. Privacy

The Community does not transfer or sell personal information to third-parties outside of the Community. Members within the Community may have access to some information about other Members, especially when a Member offers or provides services or provides or receives educational opportunities from other Members. The Community is not responsible for controlling the sharing of information between Members.

Further, the Community will strive to protect the confidentiality of the Members who join the Community from those outside of the Community, but Members authorize the Community to share information from time-to-time online, such as pictures of Members at Community gatherings. All Members recognize and agree, however, that the government may, at times, compel an association or community to disclose Member lists or other information about Members. While associations and communities may, at times, successfully defend against certain disclosure situations, courts have compelled various groups and associations to provide a list of their members, even though constitutional and other rights may have been violated by such disclosure.

Accordingly, all Members fully release the Community from any liability associated with compelled disclosure of information. All Members agree that the Community is not obligated to keep any Members' conduct confidential from appropriate government reviews and that the Community may respond as appropriate or necessary to government inquiries or demands.

11. Indemnification and Release

Responsibility for Own Actions

Each Member agrees to behave responsibly when interacting with the Community and the other Members and to be responsible for the Member's own behavior. Accordingly, each Member agrees to indemnify and hold harmless the Community and its other Members from conduct or wrongdoing (including without limitation negligence, reckless behavior, willful misconduct, criminal actions, actions that breach agreements, or actions that otherwise violate the law) of the Member that harms or causes liability to accrue to the Community or its other Members. Such obligations extend to indemnifying defense costs for the Community and its other Members for

claims arising from the conduct or wrongdoing of the Member.

No Guarantee

The Community does not warrant or guarantee any set outcome, level of education, level of freedom, or other particular result associated with joining the Community. Each Member accepts full responsibility to work and contribute to any outcome, level of education, level of freedom, or other particular result that they want to achieve, and each parent accepts full responsibility to provide the education they feel is necessary for their children. The Community believes that by working together, more can happen and better results can occur, but such belief does not guarantee any particular results.

Release of Community & Release of Certain Claims Against Other Members

As Members have agreed to be responsible for their own conduct and acknowledge that the Community does not warrant or guarantee any particular results or outcomes, each Member releases and discharges the Community from any and all claims and liability associated with conducting the operations, activities, and events of the Community. In particular, each Member agrees to contribute to the Community by being responsible for the Member's own conduct. Each Member releases the Community of any legal or other liability, and each Member agrees to not pursue claims or actions against other Members unless such claims or actions arise from willful or intentional misconduct or criminal conduct. Specifically, Members waive claims against other Members for actions arising in negligence or other unintentional torts.

Parental Obligations

The Community does not take the place of a parent and does not assume all potential responsibilities or liabilities associated with a Member's child. Each Member parent agrees to fully provide for the needs of their children. In particular, Members agree to maintain proper insurance for any and all accidents that may arise and for other health options, based on what each Member feels is necessary for them and their child(ren). The Community cannot assume the cost of insuring against accidents, sickness, or other injuries or damages that may arise while a child is participating with the Community, as that would render the Community's efforts far too costly. Each Member agrees that they contribute to the well-being of the Community by maintaining the responsibility to insure or pay for their own child's health and other needs. The Community is not obligated to ensure that any Member parent has obtained any particular level of insurance.

Each Member also agrees to be responsible for all other care the Member's child(ren) may need. The Community does not administer medications or enforce any particular health practices among the other Members who attend in the Community as the Community does not serve as a police or health officer. While Members of the Community will work to identify and help avoid bullying, the Community also cannot guarantee that there will be no situations that arise that a Member will need to address with their child(ren) to help them through, as children often need guidance from parents on interacting and responding to others in their environment.

Parent Members agree to work closely with the other Members and to inform of issues that come to a Member's attention. Members agree to help address behavior or other issues that arise with the Member's child that are raised or discussed with a Member. Each Member acknowledges the

importance of helping their child learn to work with others, respect those teaching them, and respect those they learn with each day.

Parent Members also agree to assume full responsibility for home educating their child(ren) and agree that the Community is providing services to support home education, but participation with the Community does not satisfy any compulsory education requirements.

Release of Claims Related to Children in the Community

Based on the above, and in consideration of having a child or children participate in the Community, each Member agrees to release, indemnify, and hold harmless the Community and any of their Members, managers, officers, contractors, tutors, curriculum developers, and agents, and all others with whom they work, from any and all consequences, damages, claims, issues, losses, expenses, costs, or other problems that may follow, relate to, or be associated with the Member's child's participation with the Community in any way ("Claim" or "Claims"), regardless of the cause or source of the Claim and regardless of whether the Claim is foreseeable or not, and whether it arises in negligence, tort, contract, equity, or otherwise. Each Member agrees that other Community Members may call an ambulance or other emergency personnel if it appears necessary for the health or safety of a Member's child, and the parent agrees to pay for all costs and expenses associated with the emergency response.

Parental Indemnification for a Child's Claims

To the extent Utah law requires a waiver after a claim has arisen, or otherwise does not recognize the release above for Claims accruing to a minor, and pursuant to the parent's agreement to provide for their own children, each Member agrees to indemnify and hold harmless the Community and any of its other Members, managers, officers, contractors, tutors, curriculum developers, and agents, and all others with whom they work, from any and all Claims that may arise as a result of a Member's child's actions, accidents, or participation with the Community, including without limitation if a Member's child causes harm to another child or if a Claim arises in negligence.

Members agree that the Community does not guarantee a particular success or level of achievement for a child, and Members are not relying on any representations or guarantees not provided in this document in making their decision to have their child participate with or in the Community.

Due to the above, each parent Member, as a contribution to the Community, agrees to be responsible for indemnifying the Community from any and all claims that arise against the Community based on the Member's child participation in the Community. Members agree that their recourse for any Claims not released above is against the other Member(s) responsible for causing the claim to arise, and not against the Community.

12. Legal Miscellaneous

If any portion of this Agreement is unenforceable for any reason, such unenforceable provision(s)

may be severed from this Agreement and the remaining provisions still fully enforced. This Agreement binds the Member upon signing to the terms and conditions contained herein, as well

to the updates and amendments that may be made to this Agreement. This Agreement constitutes the full agreement between the Community and Member, superseding and replacing any prior agreements or understandings, and there are no oral or other side agreements between the Community and Member signing below. The Member signing below is under no duress or coercion to sign this Agreement and has had opportunity to consult with counsel of the Member's choosing.

The prospective Member signing below represents that the prospective Member has full authority to sign this Agreement and is doing so intending to be a part of the Community with the responsibilities associated with such membership.

By signing and filling out the information below, I agree to the terms of this Agreement and request membership for me and my child(ren) listed below in the Wild Roots Private Membership Community:

Member Signature

Printed Member Name

Member Email and Phone Number

Member Address

Child(ren) Information

Name(s)

Age(s)

Emergency Contact Name and Information

Date
