

**Meeting for Worship with Attention to Business**  
**Asheville Friends Meeting**  
**Eleventh Month 12, 2023**

**Present in the Meetinghouse:** Pat Johnson, Clerk, Barbara Burke, recording clerk, Suzanne Junkin-Friedrichs, Barbara Esther, Margaret Normile, Jim Cavener, Robin Wells, Steve Livingston, Rusty Maynard, Edie Patrick, Scotty Utz, Vinnie Grossi, Jennifer Rhode Ward, Doug Lane, Tim Burgess, Sandra Rice, Rylin Hansen.

**Present via Zoom:** Adrienne Weir, Gita Larson, Beth Eddy, Mike Eddy, Kitti Reynolds, Margaret Farmer, Joel O'Brien.

The Meeting opened with Silent Worship.

The Clerk shared a reading out of the silence.

***WHAT Makes YOU come ALIVE***  
***A Spiritual Walk with Howard Thurman***

by Lerita Coleman Brown, Broadleaf Books, Minneapolis, Copyright © 2023, p. 83.

Whatever may be the occasion there comes a deep necessity which leads you finally into the closet with yourself. It is here that you raise the real questions about yourself. The leading one is, What is it, after all, that I amount to, ultimately? Such a question cuts through all that is superficial and trivial in life to the very nerve center of your \self. And this is a religious question because it deals with the total meaning of life at its heart. The most crucial clue to a knowledge of [God] is to be found in the most honest and most total knowledge of the self.

—Howard Thurman, *The Inward Journey*

Approve Agenda

**Minute #1:** Friends accepted the agenda as modified.

Approve Tenth Month Business Meeting minutes

**Minute #2:** Tenth Month Business Meeting Minutes were approved.

**Announcements:** Pat Johnson

The SAYMA Yearly Meeting Planning Committee is happy to announce that we will once again be at the beautiful Berea College campus in Berea, KY in June for SAYMA Sessions & Retreat in 2024.

The YMPC is considering 2 options for hosting the sessions and retreat this year:

- 5-day event (as in 2023) starting Wednesday, June 19, 1:00pm through - Sunday, June 23, 1:00pm
- 4-day event (as in prior years) starting Thursday, June 20, 1:00pm through Sunday, June 23, 1:00pm

Please take a moment to rank your preference in this [one question survey](https://forms.gle/cH8Dmf7xfV4UWExf8) or paste the following link into your browser's address bar: <https://forms.gle/cH8Dmf7xfV4UWExf8>.

Thank you!

Jennifer Dickie

**Clerk, Yearly Meeting Planning Committee of SAYMA**

Margaret Farmer and Daryl Bergquist, SAYMA presiding co-clerks, ask that you hold all of SAYMA in the Light as we all seek a way forward guided by Spirit.

**We still need a SAYMA Representative from AFM. Please see the attached report of the Nov 4th Representative Meeting from Barbara Esther.**

**Right Sharing of World Resources Visit** - Sarah (RSWR Program Director) and Samson (Kenya Country Coordinator) provided a delightful evening discussion/presentation on 10/27/23. We had seven folks attending in person and one person on Zoom. Those in person enjoyed a delicious potluck.

The Meeting has received a check from Gail Brownlee, in the amount of \$1500, in memory of Christopher Foreman. A discussion ensued about where to put this money in our budget, and it was suggested that the money be put into a reserve fund. As requested, an acknowledgment of the receipt of this donation will be made to Becky Ledbetter, Christopher's partner.

A Member gave information about our Truth and Reconciliation efforts. Dr Melchor Hall was contacted about beginning the process and asked if Tuesday evening meetings would work for her. She will be visiting the area February 14-21, 2023, and we hope to have a meeting with her while she is here, although the date has not been set. Dr Hall would like those participating to begin considering the queries below, and journaling their thoughts prior to her visit.

*The holiday season is a great time to reflect on societal inequities. Please consider your relationship to charity, by keeping a weekly journal of your observations and reflections in relation to the following questions:*

*What is charity?*

*Is charity good, bad, or neutral?*

*Are you charitable?*

*What is a charity case?*

*How does it feel to give to someone in dire need?*

*What is justice?*

*Is there dire need in a just world?*

*What is the relationship between justice and charity?*

*Would you be willing to give up charity?*

*What are you noticing this week about other people's relationship to charity?*

More information will be given at a later time.

### **Committees:**

**Ministry & Counsel Report:** Robin Wells

**Ministry & Counsel Report on Playground/Meeting Grounds Liability--**

Ministry & Counsel was asked to consult our insurance agency and an attorney about the liability that Meeting and the individual members of Meeting have in the event of someone getting hurt on our playground. The concern was initially raised about neighborhood children getting hurt on our playground, but then grew to include our own children climbing the tall magnolia tree. Three members of M&C met with Anna Stearns, an attorney in Black Mountain and she responded with a letter and sample liability waiver. We will present this today for discussion, but will put off making a decision until next month or the following month.

Here is the letter sent to us by the attorney:

October 30, 2023

Asheville Friends Meeting  
227 Edgewood Road  
Asheville, NC 28804

RE: Legal opinions regarding potential liability for installation and maintenance of playground equipment on church property

Dear Board Members:

Thank you for the opportunity to provide your organization with advice regarding potential liability related to your playground equipment and a popular climbing tree on your property. This letter will review items discussed at our meeting on October 13, 2023.

You asked whether the church could be held liable for injuries a child might suffer while playing on the playground equipment. To be held liable for such injuries, a court would have to find that the church was negligent in the installation or maintenance of the equipment. "Negligence" is generally defined as the failure to use reasonable care to prevent harm to someone else. For instance, if you were to purchase used playground equipment that had obvious structural deficiencies like rusted poles or splintered wood boards, or you hired someone clearly unqualified to install the equipment, or you allowed the equipment to become rusted or have protruding nails or screws. These are examples of actions that might be found to be "negligent" by a court, and thus result in liability to the church if someone were injured.

On the other hand, if you act with reasonable care to purchase equipment that is in good condition, have that installed by someone with appropriate qualifications or experience, and adequately maintain the equipment, it is unlikely a court would find the church liable for an injury. Kids do get hurt, and playground injuries are not uncommon; however, an injury occurring while a child is using equipment designed for that purpose, installed in a reasonable and responsible manner, and reasonably maintained, is not going to result in liability on your part.

It is possible that a child might use the equipment in a way it was not designed to be used. For instance, jumping off the top of a slide or jumping from a swing in mid-air. In North Carolina, a court in that situation would likely find that the child contributed to his own injuries by using the equipment inappropriately. When a person who is injured is partially at fault for their own injuries, North Carolina law bars them from obtaining a judgment against another person/entity for those injuries. This is called “contributory negligence.” Contributory negligence is a little nuanced when it comes to the behavior of children, but it does still apply and would be available to you as a defense if you were to be sued by a child who was injured while inappropriately using the playground equipment.

You also asked whether the playground could be considered an attractive nuisance, thereby subjecting the church to strict liability. An attractive nuisance is defined in the law as something that is inherently dangerous to a child and could reasonably be expected to attract the curiosity or interest of children, enticing them to put themselves in harm’s way. Ponds and swimming pools are the most usual examples. A playground is not an attractive nuisance because it is not inherently dangerous; rather, it is specifically designed to be used by children.

We also discussed some ways that you can help mitigate possible liability, such as posting signs, requiring signed liability waivers, or installing a fence. I do recommend that you post a sign with some basic rules and expectations. You can find signs readily available online. I recommend that the sign specifically include language substantially similar to the following:

- Playground open sunrise to sunset only
- Use playground at your own risk
- Adult supervision required
- No rough play allowed

I have enclosed a sample liability waiver form that I suggest you have parents in the congregation sign. It would be a good idea to check these waivers at least annually to make sure you have a signed waiver

for all children who regularly attend services and play on the equipment or climb the tree. This also serves as a good check-in with the parents to remind them that there are inherent dangers involved, especially in climbing the tree, and that they should discuss basic safety rules with their children.

In my opinion, unlike the posted sign and liability waivers, a fence will not meaningfully limit your liability. Installing a fence would limit the number of neighborhood children who use the playground equipment and might limit the risk that those children play on the equipment unsupervised, but it will also have the likely impact of communicating to the neighborhood that the property, and therefore the church, are off-limits, which I understand is not the message you want to convey. The playground is intended to be used by children and is not likely to invite an injury from ordinary use. When coupled with the posted sign, even if a child is injured while playing unsupervised on the equipment, you are not likely to be found liable for those injuries so long as you have used reasonable care as I've described above.

In short, a playground is a wonderful way to build community in your neighborhood and invite the public into a space intended to be open and welcoming. Playground equipment that is soundly constructed and reasonably maintained should not result in increased liability exposure for the church. To the extent that there is potential liability, there are some steps you can take to mitigate that risk, such as carrying appropriate insurance, posting a sign with basic expectations for use of the playground, and implementing a liability waiver requirement for children of the congregation who regularly use the equipment or climb in the tree.

Lastly, we discussed the extent of the congregation's and director's liability in the event a judgment is obtained against the church. If someone successfully proved that the church had been negligent and caused injury to a child, the judgment would attach to all of the church's assets, including the real estate it owns. If the judgment is not paid by your insurance, the church would have to arrange to pay the judgment and may need to raise funds from the congregation to do so. Raising funds from the congregation would be on a purely voluntary basis though and no member of the congregation would be held to be personally liable for paying the judgment.

Officers and directors are shielded from personal liability, provided they have acted in good faith. In general, any decision reached by your board after meaningful discussion and deliberation is not likely to result in individual officers or directors being held personally liable for that decision. I recommend that you keep minutes of meetings where these issues are addressed. It is not necessary to capture the

conversation verbatim, but it is a good idea to have a meaningful summary and documentation of the motion and vote that leads to the ultimate decision.

I hope this summary of our conversation has been helpful. If I can provide additional information or answer any additional questions, please do let me know.

Sincerely,  
Anna V. Stearns  
Attorney at Law

We also received a draft of a liability waiver form for parents to sign, concerning their children using the playground equipment or climbing the trees.

**ASHEVILLE FRIENDS MEETING  
ASSUMPTION OF RISK, WAIVER, AND RELEASE FROM LIABILITY**

Child's Name(s): \_\_\_\_\_

Parent's Name(s): \_\_\_\_\_

Phone Number(s): \_\_\_\_\_

I hereby consent to allow my child(ren), named above, to use all of the playground equipment located at the Asheville Monthly Meeting of the Religious Society of Friends' (hereinafter "Asheville Friends Meeting) property in Asheville, North Carolina, and to participate in activities on the property, including climbing in the magnolia Tree.

I recognize that there are inherent risks in the use of playground equipment, including the potential of serious bodily injury. These risks are greater when children misuse the equipment. I acknowledge my responsibility to ensure that my child(ren) is adequately supervised while playing on the equipment or climbing in the magnolia Tree.

I understand that I am allowing my child to use the playground equipment and climb the magnolia tree at my own risk. I assume full responsibility for all risks that may arise from using the facilities or participating in activities at the playground.

I agree that I will discuss appropriate playground behavior with my child(ren) and will ensure that they are aware of the rules for using the playground. Asheville Friends Meeting reserves the right to revoke

the use of playground facilities for any violation of the rules and policies governing use of the playground.

I understand that the playground is available for use by the public and specifically acknowledge that Asheville Friends Meeting, its directors and officers, bear no responsibility for the actions of unsupervised neighborhood children who may make use of the playground equipment.

I hereby agree to hold the Asheville Friends Meeting harmless from any and all loss arising from the use of the playground facilities, including the Magnolia tree, the do further release, waive, and forever discharge any and all claims, suits, liabilities and judgments which I or my child(ren) might have against the Asheville Friends Meeting arising out of such loss.

I have read and fully understand this Assumption of Risk, Waiver, and Release from Liability and understand that I am waiving and releasing certain legal rights. I do so freely and voluntarily on behalf of myself and my minor child(ren) listed above.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Junior Business Meeting suggested having the child also sign the waiver agreeing to be safe and follow the rules.

This is a proposal and needs to be discussed by the Meeting. Robin also has a copy of the coverage declaration of our insurance which is shown in an attachment at the bottom of the minutes. The coverage for someone injured on the property is \$5000 for medical expenses. If the Meeting is sued, we have a coverage of one million per incidence of being sued, to an aggregate of three million.

At this time we are only having a discussion and general understanding of the matter and no decision will be made today. Robin has received the following responses by email already:

From a Friend

1. The proposed waiver is flawed. Parents cannot sign away the rights of their children.
2. Playground equipment is the prime example of an Attractive Nuisance. A magnolia tree is not.



3. A lockable fence is the minimum due diligence. Most children do not read signs and those that do will ignore them.
  4. What did the insurance company say about our coverage?
  5. Has anyone proposed movable “stuff” that can be brought out, used, and then stored away? Back in my day one tin can could occupy a dozen children for hours.
- Sorry, I lacked the time and energy to translate the above into Quakerspeech.

Another email sent from a member (also a lawyer) agrees with Ms. Stearn’s letter.

Dear F/friends,

As a past Meeting attender and attorney, I wish to share my observation that Anna V. Stearns was an outstanding choice for this legal consultation regarding potential liability. Her analysis is clear, thoughtful, well-taken, and presented so very well in the manner of Friends. It is not in my area of expertise, but from all my legal knowledge and experiences, I concur with all she writes.

I commend those involved in her selection for seeking legal advice. I hope the Business Meeting will follow her recommendations. I'd share that opinion if present. I give my express permission that any of you may do so in my absence if you wish and/or if/when so moved at the proper time.

Wishing each of you, and all in the Meeting, Love, Joy and Peace,

A Friend brought up that legal fees can be high if the Meeting is sued , and also mentioned that he is surprised that Board Members are not at risk and encouraged any Board Members to have a personal liability umbrella policy as well. The Clerk of Meeting understands that the Meeting has indemnified the Board Members, and they would not be liable if the Meeting is sued.

Another member knows Ms. Stearns and attested to her character and expertise.

A Junior member said kids using the tree should understand the possibility of falling.

A member said he was distressed by this item on the agenda and asked if the spirit moves us to create a fence around the Meetinghouse and have our children exclude and berate other children of the neighborhood if they use the playground? Is our playground not to share? He asked if we have had any problems, injuries or lawsuits that lead us to be concerned about this issue, and feels that if we have insurance and take responsibility, we want to be inclusive.

Another member has concerns about the tone of the discussion and is disturbed given what is happening in the world and our smaller community that M&C has spent months on this issue and that we are spending time in this MFB on this. When we think about how to be a welcoming community, we need to think about how we welcome or don't welcome the broader community. She understands liability issues and the need to protect our assets and property, but asks that people consider the tone of our discussion, how unwelcoming it feels, and how it can make the members with children feel, and the valuation of assets and money over people. This Member also invited Members who know little about what goes on in First Day School to attend and see what is happening there to better understand what the children (and their parents) need and feel. She asks that people allow the discussion and decision about this question be Spirit led. There are other communities in this town where she has felt less racism and anti-child sentiments and feels families often don't feel welcome here. Think about what it feels like to be a child.

Another member said she has also experienced an anti-child sentiment.

A parent of 3 felt sad that we spent money to pay a lawyer instead of spending the money on the children. He does not see why there is a problem of people worrying about liability and thought more parents could participate in MFB if there was a place for children to play. He also is concerned that if we tell parents and children that the tree is off limits, or the children cannot have a playground, we make it hard for members with children to participate and feel part of the Meeting. He asked if we intend to live in fear or if we want to be alive.

Other sentiments about our concern about liability as opposed to our concern for the children in Meeting were expressed by members. One said that the intent of consulting a lawyer was for us to be good citizens and to be able to prepare a place that was welcoming and safe for

children. Another said we need to be concerned about people not feeling welcomed in the Meeting.

Robin said that this issue was handed to M&C who did what they were asked to do. The question was taken to a lawyer and she responded. She doesn't feel the lawyer advised a fence, nor advised us to be fearful, but sees it as recommendations. We are trying to be responsible and would like to see the playground committee come up with fun and responsible equipment. She is not bothered by the legal talk in the letter and is glad we are addressing these issues.

In addition to presenting the attorney's letter and waiver, we need to request that the limit for our payment to the attorney be raised from \$500.00 to \$600.00. This is an action item, because we need to pay the bill in the next few days.

**Minute #3:** The Meeting approved the request to raise the limit for our payment to the attorney to be raised from \$500 to \$600, with thanks to Ms Stearns for her thoughtful response.

**House and Grounds:** Tim Burgess

There was a blockage in the sewer line, the line has been cleared, and things are working. It was suggested that the sewer line be updated and/or replaced. A member asked if there was a concern about the connection to the city sewer line. Tim said if a trench is opened for a new sewer line the city could install a modern cleanout at the street, in addition to us updating our cleanout. No estimate is available at this time.

**Minute #4:** The meeting approved getting bids for sewage pipe repair/replacement.

**Rental Coordinator:** Zoe Wallace

Rental Fees.

Zoe was not able to be present to discuss her proposal. The Meeting agreed to postpone this proposal until the Twelfth Month MFB.

**Finance:** Pat Johnson

Satchel is not with us today, and Pat read a report from the Board of Directors.

AFM Board Meeting Report.

The Board of Directors requests that the minutes of its 2023 annual meeting be incorporated into the minutes of Asheville Friends Meeting.

The Annual Meeting of the AFM Board of Directors took place by Zoom on 10/20/2023 at 10:30 am.

Present were Board members Ellen Carr (Member of the Board *ex officio* as Treasurer of Meeting), Satchel Loftis (Member of the Board *ex officio* as Assistant Treasurer of Meeting), Beth Eddy (Member of the Board) and Pat Johnson (Member of the Board *ex officio* as Clerk of Meeting). A quorum of 4 members was present.

Pat Johnson will continue as Chairperson, and Ellen Carr will serve as Secretary.

Pat Johnson, Robert Lackey, Ellen Carr, and Satchel Loftis are signatories for the Self Help Credit Union accounts. Robert Lackey will be removed as a signatory from Self Help by Pat Johnson.

The Assistant Treasurer reported that the Meeting's finances are in good order.

Since last year's board meeting, Beth Eddy has become a member of the finance committee & the Board. The Board discussed inviting Kitti Reynolds to join, and Beth Eddy will follow up with her.

We request that the minutes of this meeting be recorded in the Minutes of Business Meeting.

There being no other new business, the Annual Meeting concluded at 10:54 am.

The Bylaws specify, "The Annual Meeting of the Board of Directors shall be held at the office of the Friends Meeting on the second Sunday of October of each year." The 2024 Annual Meeting of the Board of Directors is scheduled for October 2024, date and time TBD.

Respectfully Submitted, Ellen Carr, Secretary of the Board of Directors.

Addendum: Beth reports that Kitti Reynolds has accepted our invitation to join the Board of Directors. We joyfully welcome Kitti to the Board.

Friends accepted the Board of Director's report with gratitude and welcomed Kitti to the Board

**Peace and Earth:** Steve Livingston

The first agenda item is a change in our Land Acknowledgement to reflect the proper pronunciation of Anikituwagi.

The following link to a recording by Gil Jackson pronouncing Anikituwagi was sent out to the Meeting: <https://drive.google.com/file/d/11IFLqnMjS4nonj8NhlZrdnYw5mDaeLTe/view>  
P&E proposes we change our Land Acknowledge Statement to this pronunciation.

**Minute #5:** The Meeting approved changing the pronunciation of Anikituwagi in the Land Acknowledgement statement.

The second agenda item is a proposal to unite with the American Friends Service Committee's statement calling for a cease fire and humanitarian aid.

The MFB was frequently interrupted by internet disconnections and it was recommended and approved to end the Meeting today and have a called MFB for next week.

The Meeting closed with silent worship until the way opens for our Called Meeting for Worship with Attention to Business on the Nineteenth Day, Eleventh Month, 2023.

**Attachments:**

[Report of November 4, 2023 Representative Meeting](#)

**Liability Insurance Coverage**

**COMMERCIAL LIABILITY COVERAGE  
DECLARATION**

Number: SMP 0066170 06

Insured: ASHEVILLE MONTHLY MEETING

In consideration of your payment of the required premium, we provide the Commercial Liability Coverage during the policy

Limits of Liability	
Coverage L - Each Occurrence Limit	\$ 1,000,000
Coverage N - Products/Completed Operations Aggregate Limit	\$ 1,000,000
Coverage L - General Aggregate Limit	\$ 3,000,000
Coverage P - Personal and Advertising Injury Limit	\$ 1,000,000
Coverage M - Medical Payments Limit	\$ 5,000 Per Person
Coverage O - Fire Legal Liability Limit	\$ 300,000 Each Occurrence
<b>Optional Liability Coverages Subject to the General Aggregate:</b>	
Coverage W - Directors, Officers & Trustees Liability Limit	\$ 1,000,000 Each Occurrence
Non-owned/Hired Auto Liability Limit	\$ 1,000,000 Each Occurrence
Premium Charge for Non-owned/Hired Auto Liability	\$ 83.00
Pastoral Counseling Liability Limit	\$ 1,000,000 Each Occurrence
<b>Optional Liability Coverages with a Separate Aggregate Limit:</b>	
Coverage V - Sexual Misconduct & Sexual Molestation Liability Limit	\$ 50,000 Each Claim
Coverage G - Cemetery Professional Liability Limit	\$ 100,000 Aggregate
Coverage E - Employee Benefits Liability Limit	\$ Each Occurrence
Coverage F - Employment Practices Liability Limit	\$ Aggregate
Legal Defense Coverage Limit	\$ Each Claim
Coverage X - Teachers Professional Liability (TPL)	\$ 5,000 Aggregate
Corporal Punishment(Subject to TPL Aggregate)	\$ 15,000 Each Defensible Inci
Coverage Y - Violent Acts Expense	\$ Each Occurrence
Coverage Z - Emotional Injury Discriminatory Practices	\$ 50,000 Aggregate
Lost Wages - Medical Payments	\$ 300,000 Each Person
Cyber Suite First Party	\$ 300,000 Each Event
Cyber Suite Third Party	\$ 50,000 Aggregate
Identity Recovery Coverage	\$ 50,000 Each Occurrence
	\$ 1,000 Aggregate
	\$ Per Person
	\$ Annual Aggregate
	\$ Annual Aggregate
	\$ 15,000 Per Insured/Aggregate

Codes/Classifications Applicable to Liability and Medical Payments  
 Code Classification  
 08101 CHURCHES