



THE LISTENING EAR COUNSELING AND MEDIATION SERVICES **DISCLAIMER AND RELEASE OF LIABILITY AGREEMENT**

PLEASE READ CAREFULLY

Required Waiver and Release of Liability MUST BE READ AND ACKNOWLEDGED at the time of an initial counseling or mediation session with The Listening Ear.

You, as the user, agree that using any or every part of this service is entirely at your discretion. The Listening Ear Counseling and Mediation Services are provided without warranty of any kind, either expressed or implied, including without limitation, any warranty for information, services, or products provided through or in connection with The Listening Ear.

CONFIDENTIALITY

We are very sensitive to the issue of confidentiality. Confidentiality is crucial to an effective and trusting counseling or mediation relationship. The Bible repeatedly warns against gossip and indicates that trustworthy persons keep confidence. To release any information without your consent would violate both commonly accepted codes of ethics and biblical standards.

There are three situations, however, where it may be necessary to share certain information with others.

By signing this Agreement, you authorize the counselor or mediator to share information with others in the following circumstances:

- 1. When there is a clear indication that you may harm yourself or someone else may be harmed. Adult and Domestic Abuse: If we have reasonable cause to believe that an adult is in need of protective services (regarding abuse, neglect, exploitation, or abandonment), WE ARE REQUIRED to report such to the local agency that provides protective services.**
- 2. Serious Threat to Health or Safety: If you express a serious threat, or intent to kill or seriously injure an identified or readily identifiable person or group of people, and we determine that you are likely to carry out the threat. We must take reasonable measures to prevent harm. Reasonable measures may include directly advising the potential victim of the threat or intent.**



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3. When a child is being sexually or physically victimized. Child Abuse: If we have reasonable cause, based on my professional judgment, to suspect abuse of children with whom we come into contact in our professional capacity, we are required by law to report this to the DHS.

I/we, _____ understand and agree with the following statements:

1. _____, counselor or mediator is neither a psychological nor a medical professional.
2. The stated Confidentiality Agreement will be maintained that has been submitted to you in writing. Biblical ethics will be practiced and honored.
3. Your initial session will be for evaluation purposes giving the opportunity for you and the counselor or mediator to evaluate whether continued sessions will be the best course of action to meet your needs and achieve the goals of mental, physical, and spiritual growth and healing.
4. Counseling and Mediation Services offered by The Listening Ear are based upon biblical perspectives derived from the Holy Bible and how to apply the Word of God to your daily life in a practical, as well as spiritual, manner. The goal of all the services rendered will be to create new paths of rational thinking.
5. The goal of The Listening Ear is not to create a dependency upon Christian Counseling, or Mediation, but to help you grow mentally, physically, and spiritually and become free through the power of the Blood of Jesus Christ and have life more abundantly according to John 10:10.

PASTORAL/CHRISTIAN COUNSELING AND MEDIATION DISCLAIMER

When a client signs up for our services, knowing it is faith-based and does not provide all information or truthful information, this prevents the counselor or mediator from providing the client maximum effectiveness. **You, as the Client, agree that using any or every part of these services is entirely at your own discretion.** Pastoral/Christian Counseling or Mediation Services by _____ are provided without



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warranty of any kind, either expressed or implied, including without limitation, any warranty for information, services, or products provided through or in connection with The Listening Ear CMS. These services are requested at the Client's own choice and with inherent singular responsibility. The Client agrees that the use of all, or part, of the services is entirely at his/her own discretion. Any actions or lack of actions taken by the client of such advice is done solely by choice and responsibility of the client and is neither the responsibility nor liability of the Counselor or Mediator, The Listening Ear CMS, or their affiliates.

These services are not meant to be a substitute for clinical or psychological counseling or treatment for suicidal ideation, or severe psychiatric problems. These services are an excellent way to gather individualized information by which decisions can be made. No assumption of responsibility is made or given, and the party requesting such advice agrees not to hold the Counselor, Mediator, The Listening Ear CMS, or their affiliates responsible or liable in any form or fashion for such actions taken of their own accord.

RELEASE OF LIABILITY CONTRACT

This RELEASE and WAIVER OF LIABILITY is made and entered into on this ____ day of _____, 20____, by and between THE LISTENING EAR CMS Counseling and Mediation Services and the parties hereinafter referred to as _____ and _____ as the client(s); and, in return for the use of service, today and on all future dates, the Client(s), his/her heirs, assigns, and legal representatives, hereby expressly agree to the following:

I/We, the undersigned, in consideration of the services provided by THE LISTENING EAR CMS, do hereby remise and release from ALL prosecuting legal action as a direct or indirect result of any involvement I/we may have or had either with THE LISTENING EAR COUNSELING AND MEDIATION SERVICES and its affiliates. This includes causes that are known or unknown, specifically mentioned, implied, or not mentioned nor implied, which might exist or be claimed to exist at or prior to the date of this document. The undersigned further specifically waives any claims or rights to assert that any cause of action or claim or demand has been, through oversight or error, intentionally or unintentionally omitted from this release. The undersigned also understands that counselors, mediators, and/or affiliates of The Listening Ear are independent,



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professional service providers and some are certified, some are ordained pastoral counselors, but not all are state-licensed. Also, when the term counselor or mediator is mentioned above it does not refer to professional, psychiatric, or clinical medical advice. The advice is based on how to think rationally and clearly from a Christian perspective only. The nature and source of all information given mostly come from a biblical perspective, other resources, and research that are in line with biblical truths. Therefore, it is understood that the Christian counseling or mediation services received are based upon moral ethics, Biblical principles, and the Word of God.

I/We also understand that it is not the intent of the counselor, nor the mediator to try to indoctrinate me/us when using biblical reference.

I/We HAVE READ AND DO HEREBY UNDERSTAND AND ACCEPT THE ABOVE AGREEMENT.

PLEASE FEEL FREE TO MAKE ANY COMMENTS PRIOR TO SIGNING:

_____ Date _____ Time _____
Client/Parent/Guardian

_____ Date _____ Time _____
Client/Parent/Guardian

_____ Date _____ Time _____
__ Counselor __ Mediator

_____ Date _____ Time _____
Witness