## **RELEASE OF LIABILITY FOR COUNSELING SERVICES**

FOR AND IN CONSIDERATION OF the receipt of information and counseling services from a counselor provided by *Zoe Christian Fellowship of Whittier and its affiliates* (referred to as ZCF hereafter), the undersigned, being legally competent and fully authorized and empowered to do so, does hereby RELEASE, ACQUIT, AND FOREVER DISCHARGE ZCF AND ALL PARTICIPATING COUNSELORS CONNECTED WITH SAID MINISTRY, from any and all actions, courses of action, claims, demands, injuries, damages, costs, loss of service, expenses and compensation, on account of any and all known and unknown personal injuries, mental anguish or agitation, and damage claims to person or property resulting from or arising out of or related to counseling services and ministerial services provided by ZCF and its agents, representatives and/or employees in any way affecting the undersigned parties.

By law, there are certain situations in which information about individuals undergoing, counseling may be released with or without their permission. These situations include:

- 1. Where children are physically abused, neglected, or sexually abused, the proper authorities must be notified.
- 2. In emergency situations where there may be danger to the client or others, as with homicide or suicide, confidentiality may be broken.
- 3. If a court of law issues a legitimate subpoena relating to a child abuse case, we are required by law to provide the information specifically described in the subpoena.
- 4. If an unreported life-threatening felony has been committed, confidentiality may be broken.

The undersigned expressly acknowledges that counseling provided by ZCF will be in accordance with the Biblical principles and precepts, and will be conducted according to the guidelines and policies adopted by ZCF, whether or not these policies are set out or stated. The undersigned understands that the Holy Spirit, through Scriptures and personal revelation, will be the sole and final standard by which ZCF ministry and counseling services can be judged.

The undersigned further acknowledges that the ministerial and counseling services provided by ZCF are primarily spiritual in nature, and <u>are not intended as a substitute for medical treatment, legal</u> <u>services or law enforcement protection</u>, where appropriated. I fully understand that the counselors are <u>at all times restricted to consultation and do not involve the diagnosing, prognosticating, treatment of disease, or any act which will constitute the practice of medicine in this state.</u>

The undersigned parties have had the nature of the ministerial and counseling services to be provided fully explained to them prior to receiving such services, and they freely enter into such counseling and ministerial services with full knowledge of the nature of the ministerial services or counseling they are about to receive. The undersigned fully understands the nature of a counseling ministry such as that offered by ZCF and, knowingly waive and release all claims for damages to their person or property arising out of or in any way related to the financial, psychological, spiritual, and/or

mental problems and the counseling directed at such problems which have brought the undersigned to ZC for counseling or deliverance services.

The undersigned further agrees to indemnify, have and hold harmless ZCF, its board of directors, its pastors, bishops and its agents and employees from any and all claims and damages of every kind to any person or property arising out of or attributed to the financial, spiritual, psychological, physical, financial and/or mental problems which brought the undersigned to ZCF, or to the undersigned for any and all matters relating to or connected with the circumstances for which counseling is sought at any point after the date of this release.

It is further understood and agreed that this waiver and release constitutes an admission and acknowledgment by this undersigned that they have received no warranty, guarantee, or promise of any particular temporal or secular result either expressed or implied, from ZCF, or its pastors, bishops, agents, representatives, employees or board of directors. The undersigned parties acknowledge and agree that the very nature of their problem(s) is necessarily such that no specific result(s) can be promised or warranted by any such ministry or counseling services.

## This release contains the entire agreement between the parties hereto, and the terms of this waiver and release are contractual and not mere recital.

The undersigned further states they have carefully read the foregoing release, know the contents thereof, are fully competent, and sign the same as their own free act and deed.