

Second Baptist Church
Consent to Biblical Counseling
And
Release of Liability Form

What is Expected of You?

It is our (SBC) belief that change must begin with ourselves as we look to Jesus Christ for the power to change. Therefore, we ask you (counselee) to approach the counseling and encouragement process as an opportunity for personal change and spiritual growth. We ask that you refrain from the temptation of focusing on others, and instead we ask you to focus on what changes God desires to make in your life, in the midst of your circumstances. Be advised that you will be assigned "homework." Homework is a vital part of the change process; therefore, completion of the homework assignments before your next session is expected.

CONFIDENTIALITY CLAUSE

- 1) Absolute confidentiality is not scriptural. In certain circumstances the Bible requires that facts be disclosed to select others (Matthew 18:15ff). In these areas we follow the guidelines of SBC. When your church leadership inquires, we will disclose to them the information they need to effectively and biblically fulfill their responsibility to shepherd you.
- 2) The privacy and confidentiality of our conversations and records are a privilege of yours and are protected by our ethical principles in all but a few circumstances. BY LAW, there are certain situations in which information about individuals undergoing counseling may be released with or without their permission. These situations are as follows: (Romans 13:1-3)
 - A. Where it is proven that children are physically abused, neglected, or sexually abused;
 - B. In emergency situations where it is proven that there may be danger to the counselee or others, as with homicide or suicide, confidentiality may be broken;
 - C. 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;
 - D. If an unreported life-threatening felony has been committed, we are required by law to report it to the police.
- 3) We reserve the right to consult with others or appropriate church ministry staff members regarding your sessions. This consultation will be held in the same level of confidence as your sessions. This will involve issues such as:
 - A. Church discipline matters
 - B. Seeking wise counsel to help address the matter in a thorough manner
 - C. Reporting to other leaders on the status of counseling when feasible and appropriate
 - D. Training of other counselors to learn how to handle cases of the same nature

Resolution of Disagreements

If a dispute should arise between the counselee and the counselor regarding the session or the counselor's advice or conduct, one should bring this dispute to the attention of the Administrator of the Biblical Counseling Ministry of SBC. If the dispute cannot be resolved at this level, all parties agree to resolve such

dispute by submitting to the Conflict Resolution Team of the SBC for full **and** final resolution and conciliation. Both the counselee and the counselor agree **not** to take this matter to any secular court system (1 Corinthians 6:1-7).

Waiver of Liability

The undersigned counselee, having sought counseling as adhered to by Second Baptist Church, a nonprofit religious organization, hereby acknowledges their understanding of the above stated conditions and therefore releases from liability Second Baptist Church and any/all participating churches, pastors, agents or employees, from a claim or litigation whatsoever arising from the undersigned’s participation in the above-mentioned biblical counseling ministry.

It is further understood, in consideration for receiving any form of counseling from Second Baptist Church, the person (counselee) receiving the counseling agrees to release and waive any and all claims of any kind against the ministry, the staff, the pastoral/lay counselors or any participating church, which may arise from, result out of, or be related to conduct or advice/counsel given. Additionally, all counsel provided in by SBC is based solely on scriptural principles. None of the biblical counselors at SBC are trained or licensed as psychotherapists or mental health professionals, nor should they be expected to follow the methods of such specialists.

That the undersigned agrees that he/she has read and thoroughly understands and agrees to what is expected of them, the confidentiality clause, the resolution of disagreements, Second Baptist Church’s policy for counseling that is placed on the website, and the contents of the waiver, and now willingly (without any coercion) consents to and requests said biblical counseling from SBC’s Biblical Counseling Ministry.

SIGNED on this _____ day of _____, AD, 20_____, at _____ (County)_____.

Name (Printed)

Signature

Parent/Guardian (if Under 18)

Relationship

Before me, the undersigned authority on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument of writing and acknowledged to me that he executed the same for the purposes and consideration thereon expressed. SWORN TO AND SUBSCRIBED BEFORE ME, under my official hand and seal of office this the _____ day of _____, 20_____.

NOTARY PUBLIC In and for the STATE OF TEXAS

Printed Name: _____

My Commission expires: _____