



Biblical Counseling Agreement/Hold Harmless Agreement

Thank you for your interest in Christ-centered biblical counseling. We look forward to working with you. The following information will serve as an agreement between us.

I. General Consent:

- Before reading this agreement form, please read the document, “*Interested in Biblical Counseling at The Owen Center?*” (www.theowencenter.com) to understand what we mean by Christ-centered, biblical counseling.
- Either you or your counselor may choose to discontinue counseling at any time, without explanation.
 - If you consistently fail to attend scheduled sessions, have excessive cancellations, have prolonged periods of lack of contact, wear inappropriate/revealing attire, or fail to complete multiple counseling assignments, your counselor will be compelled by the agreement to end counseling.
- Since part of our mission is the training of biblical counselors your counselor may ask your permission for one or more counselors/trainees to attend your counseling sessions. These individuals will observe the same standards of care and confidentiality as your counselor.
 - If you would like to opt out of having another counselor in the room, please initial here: _____
- To assure safety of our counselors, each counseling session is recorded (video only). Video recordings are stored in a secure hard drive with no internet connection and are only viewed in the circumstance of security concerns.
- As biblical counselors we welcome the support and involvement of your local church. Therefore, you may ask your counselor to invite a *counseling companion* to join you for in-session prayer and encouragement.
- During office hours, you are welcome to contact our office at (334)-329-5259. The Owen Center does not provide, nor claims, the responsibility of 24-hour emergency care. If you are unable to reach your counselor in a timely manner, it is your responsibility to contact a physician, a local emergency room, 911, or the local authorities as applicable.

_____ (Initial)

II. Confidentiality and Legal Concerns:

Confidentiality is an important aspect of our counseling. Your counselor will carefully guard your personal information. However, confidentiality is guaranteed only within the limits of biblical principles and civil law. For example:

1. Your counselor *might* be required to divulge information to appropriate civil authorities if there is indication of:
 - a. An indication of child abuse;
 - b. An indication of elder or dependent adult abuse;

- c. An indication that you present a serious risk of harm to yourself or another person;
 - d. An indication which in the opinion of the mentor or church leaders requires action to protect the participants in biblical counseling, the church itself, or any other interest of the church;
 - e. If a disclosure is required by a subpoena or other court order from a federal, state, or local agency or court, Any other disclosure required by federal, state, or local law.
2. In counseling minor children, your counselor might be required to divulge information to parents or legal guardians.
 3. When a counselee has vowed submission to the government and discipline of a church (Matthew 18:15-20, Galatians 6:1) and stubbornly refuses to recognize or to repent of a particular sin, your counselor is required by scripture to seek the assistance of others in that church according to the Biblical pattern of restoration.

Our counselors strongly prefer not to disclose personal information to others, and they will make every effort to help you find ways to resolve problems as privately as possible.

Agreement by Counselee(s):

- You agree not to discuss our conversations with people who do not have a necessary interest in the counseling or conciliation process.
- In situations that involve legal action, you agree to treat all dealings with your counselor as *settlement negotiations*, which are inadmissible in a court of law or for legal discovery. Furthermore, you agree not to compel your counselor to divulge information acquired during counseling or to testify concerning your counseling in a legal proceeding. Your counselor agrees not to voluntarily divulge information acquired during counseling or testify concerning your counseling in a legal proceeding.
- In the unlikely event of a conflict between you and your counselor, you agree to resolve the dispute in a biblical manner, through discussion, and, if necessary, through mediation and arbitration, according to the *Rules of Procedure* of the Institute for Christian Conciliation, available at Peacemaker Ministries' website (www.peacemaker.net). For further information about confidentiality, see the *Guidelines for Christian Conciliation* at the same website.

_____ (Initial)

III. Making the Process Most Effective:

To increase the effectiveness of your counseling, we ask that you:

1. *Be committed to biblical counseling* as described on this sheet and any other accompanying materials your counselor gives. Counseling is hard work for you and your counselor.
2. *Attend each scheduled session.* Allow 50-60 minutes for a session. If an emergency arises and you cannot attend a session, please contact your counselor as soon as possible. Please pay your committed investment if you make a non-emergency cancellation within 24 hours of your appointment. Your counselor will not usually counsel by telephone and cannot reply to frequent phone calls, email, or postal correspondence.
3. *Be as open and honest as you can.* Your counselor realizes that talking about your problems may be difficult for you and that your trust in him or her may take time to develop.
4. *Be patient*—your problems did not develop in a day. Your counselor will carefully listen in order to build understanding and trust. This may take several sessions.

5. *Complete any growth assignments given.* Your counselor will give you assignments that fit our counseling aims and will help you make progress between sessions. Completion of your growth assignments are essential for counseling to continue.
6. *Worship.* Connect with a biblical church for God-centered worship, solid Bible teaching with practical life application, pastoral care, and meaningful friendships with others who will grow in God's grace with you.

_____ (Initial)

IV. Hold Harmless Agreement

PLEASE READ CAREFULLY:

In consideration of the offer and provision of biblical counseling, you agree to release, waive, discharge and covenant not to sue The Owen Center and/or its affiliates, its officers, servants, agents, and employees, including individual counselors, (hereinafter referred to as "releasees") from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or relating to any loss, damage or injury, that may be sustained by you, or to any property belonging to you, whether caused by the negligence of the releasees, or otherwise relating to your participation in biblical counseling with The Owen Center. You further agree to indemnify and hold harmless the releasees, from any loss, liability, damage, or costs they may incur due to your participation in biblical counseling with The Owen Center, whether caused by the negligence of any or all of the releasees, or otherwise. By signing below, you agree that it is your express intent that this Release shall bind the members of your family and spouse, and your heirs, assigns, and personal representatives. In signing below, you acknowledge and represent that:

- A. You have read the foregoing Biblical Counseling Agreement and Hold Harmless Agreement and sign it voluntarily;
- B. You are at least eighteen (18) years of age and fully competent; and
- C. You execute this Biblical Counseling and Hold Harmless Agreement for adequate and complete consideration, fully intending to be bound by same.

If you have any questions about the above matters, please talk with your counselor. If you agree to these terms, please sign below and return this sheet to your counselor before or at the beginning of your first meeting.

I have read and understand the above guidelines and find them acceptable. Based on information I have received, my financial investment in my own counseling will be \$_____ /hour.

Name _____ Signed _____ Date _____

Name _____ Signed _____ Date _____

Agreement by Others Present in the Session:

I have read and understand the above guidelines and I will observe them in the counseling process.

Name _____ Signed _____ Date _____