

Counselee Informed Consent & Release of Liability
Filled out by Client

In consideration of the opportunity to participate and to receive services from the Lay Counseling Ministry of The Way World Outreach, the undersigned hereby states and agrees as follows:

1. Through its Freedom Counseling Program, The Way World Outreach offers the services of a lay counseling ministry to people of the congregation who are in need of spiritual nurture, guidance, and assistance.
2. "Lay Counseling" is a ministry whereby **non- professional** (lay) ministers of God's grace and mercy seek to provide care to people who are seeking help. These lay counselors have completed a lay counseling ministry training course that The Way World Outreach offers to equip people to serve God in this particular ministry. Counselor, as the term is used herein, means a lay volunteer helping to care for the people of the Church, assisting the clergy in the ministry of pastoral care. As the term is used herein and by the church, "counselor" **does not** describe a professional service or refer to a surrogate mental health care provider; it describes the work of a lay minister.
3. This ministry will be offered to those who are members or regular attendees of The Way World Outreach. The following are expectations of those who are recipients of lay counseling:
 - a. commit to attending one or more worship services on Wednesday or Sunday at The Way World Outreach weekly
 - b. to eagerly seek God's direction by reading the Bible and prayer
 - c. to serve, in God's timing, in a ministry within the Church.
 - d. to participate in a 40-day devotional for spiritual and mental health during the course of counseling beginning today.

4. I understand that there are only certain circumstances in which this agreement of confidentiality may be broken:

- a. First, if an individual appears to intend to take harmful or criminal action against another person or against self, it is the Lay Counselor's **duty to warn** appropriate persons or agencies, such as a personal physician or law enforcement officials.
- b. Second, if there is any firsthand knowledge of recent or current child, elder abuse and abuse towards disabled individuals, there is a **legal duty to report** the abuse to appropriate social agencies. The Lay Counselor will encourage and support Counselee to do the reporting but will not engage in reporting directly due to clergy confidentiality clause).
- c. Finally, if there is ongoing behavior that is clearly spiritually damaging to another (Biblically immoral or unethical), confidentiality **may** be broken in order to resolve the situation. In these cases, after informing their supervisor, the Lay Counselor will attempt to first share with the Counselee the intention to report. Every effort will be made to assist the Counselee in resolving the issue.

5. Lay Counseling Agreement

I _____ understand that I am **not** receiving what would be considered professional counseling from an individual who participates as a lay counselor at The Way World Outreach. My lay counselor will be under continual supervision by lay and pastoral supervisors where my case will be discussed.

I understand that the counseling ministry services provided by The Way World Outreach are not to be regarded as a substitute for medical or mental health services. Each counselee participating in the ministry assumes complete and sole responsibility to seek or maintain such care as needed; no such person is to assume that this lay counseling ministry is a substitute for such care. I agree

Counselee Initial

Lay Counsel.
Initial

to assume the responsibility for seeking and/or maintaining such care for myself, and specifically agree that my participation in the lay counseling ministry, in any form, is determined by myself as the counselee. No one else is responsible for my participation. Further, this ministry does not involve a professional health care provider, as the purpose is to extend the pastoral care services of the clergy through the lay ministers of the church to the congregation and surrounding community.

I understand that neither the clergy nor the lay ministers assume or take responsibility for any of my medical, mental, or emotional conditions, treatment or care, as such is beyond the scope of any service or ministry rendered through the counseling ministry services. If my mental or physical condition should change, I understand that it is my sole responsibility to consult immediately with my health care provider, physician, psychiatrist, or mental health professional.

I understand that my counseling records are kept confidential, except where disclosure is required by the law (e.g. child abuse), serious threat to self or others, or by the constraints of counselor-counselee agreement to abide by the doctrinal standard practiced by the Way World Outreach in accord with its statement of faith.

I understand that in consideration of the benefits to be derived from the ministry of lay counseling, the receipt whereof is hereby acknowledged, I hereby release, remise and forever discharge and covenant not to sue or hold legally liable The Way World Outreach, the employees or volunteers of this ministry from any and all claims, demands, actions or causes of action of whatsoever kind and nature related to the lay counseling process.

I understand that any records are property of The Way World Outreach and are deemed pastoral records of confidential sessions between clergy, and members or friends of The Way World Outreach for the purpose of confidential communications in the ministry of congregational care. I waive the right I may otherwise have to seek to use any record of the church as evidence in any judicial proceeding or to compel the testimony of anyone involved in providing counseling to me through The Way World Outreach.

I understand that at any point that an issue may move beyond what the lay counseling ministry of The Way World Outreach was designed to deal with. Consequently, we will conclude with lay counseling and refer to either semi-professional services within our counseling department or outside professional referrals. I understand that the lay counselors are not obligated to make any referral to health care professionals that are seeking such professionals care is my sole responsibility, and if they do, that such referrals may be considered by me as a suggestion or recommendation, not a requirement. I personally assume all risk associated with seeking the services of health care professionals and hereby release The Way World Outreach, its clergy, lay counselors, agents, and employees, from any claim, damage, or liability of any kind or nature that may arise by my participation in or because of this Lay Counseling ministry.

I understand that if any provision or part of this Informed Consent and Release of Liability agreement is found to be invalid or void as against public policy or by any court jurisdiction, the remainder of this agreement shall remain in full force and effect.

I will make every attempt to make my scheduled appointments and will call the counseling department to notify of any cancellations (*preferably 24-hour advance notice*). If I cancel or do not show up to my appointments 2 times or more, my counseling sessions will be paused and resumed later when I am able to commit to 5 consecutive weekly sessions at a set date and time.

I have read the preceding agreement and agree to the policies stated.

Counselee _____ Date _____

(If Minor- Parental Signature)

Counselee _____ Date _____

Lay Counselor _____ Date _____

