

COUNSELING TERMS AND CONDITIONS

These Terms and Conditions (this “**Agreement**”), set forth the terms and conditions governing my participation in any counseling programs (collectively with any related activities offered or provided, the “**Counseling Programs**”), by Redeemer Church, a non-profit corporation (including any related or affiliate organizations, collectively, the “Church”). By participating in any of the Counseling Programs (of any kind or nature, whether taking place on or off the Church premises, etc.), I indicate that I agree with the terms and conditions set forth in this Agreement related to the Counseling Programs. This Agreement is the complete agreement between myself and the Church, superseding and replacing all prior agreements or communications pertaining directly to the Counseling Programs, provided, however, this Agreement shall not replace any prior agreements between myself and the Church related to topics outside of the Counseling Programs.

In consideration of (a) being permitted to enter a Church facility and utilize Church equipment, facilities, and/or other Church resources; (b) participating in the Counseling Programs (or related activities); (c) receiving any charitable, social, educational, religious, and/or other benefits as a result of participating in the Counseling Programs; and (d) recognizing the not-for-profit status of Church, the collective sufficiency of such consideration which is hereby acknowledged, I hereby covenant and agree as follows (on behalf of myself and any of my family members, children or agents participating, whether directly or indirectly, in the Counseling Programs, or interacting with Church staff, facilities, related parties, other Church members or volunteers, and/or programs of any kind):

1. **Counseling Programs; Acknowledgments.** The term “counseling” can be ambiguous. For purposes of the Counseling Programs provided by the Church, I acknowledge that “counseling” means “Biblical” or “Gospel-centered” counseling, with further explanation as follows:

We are committed to providing a balanced and Biblical approach to counseling. By Biblical counseling we mean that your counselor is a Christian with special training and experience in applying the truths of the Bible to life. We believe that the Bible speaks to all of life and to all of its problems, but sometimes it takes careful thought and prayerful wisdom to know how to make those connections. We don't believe that the Bible is simply a how-to book or a recipe book for happiness. We believe that the Bible ultimately points us to a person and a relationship - Jesus Christ as our Savior and Redeemer. We believe that real change comes when people learn to see themselves and their problems in the context of a living, vital relationship with Christ. This does not mean that you must be a Christian to profit from our counseling, although we

believe that deep and lasting change is brought about only by God himself. However, the Bible is never brought to bear in an artificial or heavy-handed way.

As a participant in the Counseling Programs, I acknowledge that (a) counseling instruction will be primarily based on the time-tested wisdom and authority of the Bible, although my counselor may use other literature, programs, or materials as a part of my counseling, (b) counselors provided by the Church may not be licensed counselors for the State of North Carolina (or operating under that licensure while participating in the Counseling Programs) (without limiting the foregoing, I acknowledge that my counselor may not have any of the following licenses: LPC (Licensed Professional Counselor), LMFT (Licensed Marriage and Family Therapist), LCSW (Licensed Clinical Social Worker), or LFBPPC (Licensed Fee-Based Practicing Pastoral Counselor), etc.), (c) I, or anyone participating in the Counseling Programs will be expected to have a teachable and cooperative spirit in all respects, (d) if I (or anyone participating in the Counseling Programs) is having suicidal thoughts or feelings while participating in the Counseling Programs, that I will share this with the Church immediately, (e) I will always provide truthful, accurate and complete information to Church representatives in connection with the Counseling Services, (f) the Church does and will rely on the information that I provide to it in order to ensure that the Counseling Programs are appropriate, (g) the Church, in its sole discretion, can at any time remove me from Church premises, or cease my participation in the Counseling Programs or any related activities, (h) the Church may apply Biblical “church discipline” as described in Biblical Scripture and the governing documents of the Church (Matt. 18:15-17; Titus 1:10-16; 1 Cor. 5:2-13; Gal. 6:1-2), (i) the counselors are 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, (j) if I have legal, financial, medical or other technical questions, I should seek advice from a professional with expertise in those fields, (k) the Counseling Programs may be provided by the Church in exchange for compensation or free of charge, in the sole discretion of the Church, (l) I will provide at least 24 hours’ notice if I need to cancel or reschedule an appointment, (m) I have the right to discuss possible outcomes and challenges regarding counseling and receive an estimate of the predicted length, goals, and outcomes, as well as alternative options, (n) I have the right to ask about and/or refuse any techniques used, (o) I may conclude counseling at any time (but that I should consult with my counselor as to the best way and time to do so), (p) I bring cash or valuables to Church facilities or during Church activities or the Counseling Programs at my own risk, (q) I am voluntarily participating in the Counseling Programs, (r) no representation has been made, either expressly or implied, that the Biblical counseling, as conducted by the Church, is accepted as customary psychological and/or psychiatric therapy within the definitional terms utilized by those

professions, and (s) all counseling is provided in accordance with the Biblical principles adhered to by the Church and are not necessarily provided in adherence to any local or national psychological or psychiatric association for the evaluation and treatment of mental disorders and other conditions through the use of a combination of clinical mental health and human development principles, methods, diagnostic procedures, treatment plans, and other psychotherapeutic techniques.

2. **ASSUMPTION OF RISK/WAIVER.** I UNDERSTAND THAT MY PARTICIPATION IN THE COUNSELING PROGRAMS OR PRESENCE AT CHURCH FACILITIES HAS INHERENT RISKS THAT MAY ARISE FROM MANY FACTORS, INCLUDING, BUT NOT LIMITED TO, MY OWN ACTIONS AND/OR INACTIONS, THE ACTIONS AND/OR INACTIONS OF THE CHURCH OR ITS AFFILIATES, OR THEIR RESPECTIVE REPRESENTATIVES, COUNSELORS, OFFICERS, DIRECTORS, MEMBERS, DEACONS, PASTORS, STAFF, SUPERVISORS, EMPLOYEES, CONSULTANTS, ADVISORS, VOLUNTEERS OR AGENTS, OR ANY PERSONS ACTING BY, THROUGH, UNDER OR IN CONCERT WITH ANY OF THEM (COLLECTIVELY, “**CHURCH REPRESENTATIVES**”), AS WELL AS THE INDIVIDUALS WHOM THE CHURCH SERVES (“**CHURCH PARTICIPANTS**”). I UNDERSTAND THAT I MAY ALSO BE AROUND CHILDREN, CHURCH REPRESENTATIVES, AND/OR CHURCH PARTICIPANTS, WHO CAN BEHAVE UNPREDICTABLY. I UNDERSTAND THAT THE CHURCH IS NOT RESPONSIBLE FOR THE CONDUCT OF INDIVIDUALS AND CANNOT PROVIDE A FULLY SUPERVISED ENVIRONMENT, MEANING THAT I, CHURCH VOLUNTEERS, CHURCH REPRESENTATIVES, CHURCH PARTICIPANTS, AND/OR THEIR CHILDREN SOMETIMES FUNCTION INDEPENDENTLY AND/OR INTERACT WITH EACH OTHER DIRECTLY. I ASSUME FULL RESPONSIBILITY FOR ANY AND ALL RISKS OF BODILY INJURY, DEATH, EMOTIONAL DISTRESS, THEFT, PROPERTY DAMAGE, AND/OR OTHER DAMAGE AND/OR LIABILITIES OF ANY KIND CAUSED BY AND/OR ARISING FROM, WHETHER DIRECTLY AND/OR INDIRECTLY, PARTICIPATION IN THE COUNSELING PROGRAMS, AND/OR ANY ACTIVITIES RELATED TO THE CHURCH, PRESENCE AT A CHURCH FACILITY, AND/OR INTERACTION WITH ANY INDIVIDUALS WHILE ON CHURCH PREMISES, AND/OR BY PARTICIPATING IN ANY PART OF ANY ACTIVITIES RELATED TO THE CHURCH, REGARDLESS OF THE CAUSE. I UNDERSTAND THAT CHURCH WOULD NOT PERMIT ME TO PARTICIPATE IN THE COUNSELING PROGRAMS, ENTER CHURCH FACILITIES, AND/OR PARTICIPATE IN ANY PART OF ANY ACTIVITIES RELATED TO THE CHURCH WITHOUT AGREEING TO ASSUME THE FOREGOING RISKS. I EXPRESSLY AGREE AND ACKNOWLEDGE THAT THE

FOREGOING ASSUMPTION OF RISK/WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF NORTH CAROLINA.

3. **WAIVER AND RELEASE OF CLAIMS.** I KNOWINGLY AND WILLINGLY WAIVE AND RELEASE ANY AND ALL CLAIMS I MAY HAVE AGAINST THE CHURCH, THE CHURCH REPRESENTATIVES, CHURCH COUNSELORS AND THE CHURCH PARTICIPANTS, AND THEIR RESPECTIVE SUCCESSORS, ASSIGNS, AND/OR AFFILIATES (COLLECTIVELY, THE “**CHURCH PARTIES**”), RELATED TO ANY LIABILITY, LOSS, DAMAGES, INJURY, CLAIMS, COSTS, EXPENSES, AND/OR ATTORNEYS’ FEES OF ANY KIND THAT MAY BE SUFFERED BY ME, MY FAMILY MEMBERS, OR ANY INDIVIDUAL OR INDIVIDUALS THAT I INVITE INTO CHURCH FACILITIES OR TO PARTICIPATE IN ANY PART OF ANY ACTIVITIES RELATED TO THE CHURCH, WHICH MAY ARISE, WHETHER DIRECTLY AND/OR INDIRECTLY, FROM PARTICIPATING IN THE COUNSELING PROGRAMS, AND/OR FROM ANY OTHER ACTIVITIES CONTEMPLATED BY THIS AGREEMENT (WHETHER NEGLIGENT AND/OR OTHERWISE ON THE PART OF THE CHURCH, A CHURCH REPRESENTATIVE, A CHURCH PARTICIPANT AND/OR ANY THIRD PARTY). IN NO EVENT WILL THE CHURCH BE LIABLE TO ME OR MY FAMILY MEMBERS, UNDER, IN CONNECTION WITH, AND/OR RELATED TO THIS AGREEMENT FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, AND/OR CONSEQUENTIAL DAMAGES, WHETHER BASED IN BREACH OF CONTRACT, STATUTORY LAW, EQUITY, WARRANTY, TORT, PRODUCT LIABILITY, AND/OR OTHERWISE, AND WHETHER OR NOT CHURCH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. I UNDERSTAND THAT THE CHURCH WOULD NOT PERMIT ME TO PARTICIPATE IN THE COUNSELING PROGRAMS, ENTER CHURCH FACILITIES, AND/OR PARTICIPATE IN ANY PART OF ANY ACTIVITIES RELATED TO CHURCH WITHOUT AGREEING TO THIS WAIVER AND RELEASE. I EXPRESSLY AGREE AND ACKNOWLEDGE THAT THE FOREGOING WAIVER AND RELEASE IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF NORTH CAROLINA.

4. **INDEMNIFICATION.** I AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS ANY CHURCH PARTIES, FROM AND/OR AGAINST ALL CLAIMS, LIABILITIES, LOSSES, DAMAGES, COSTS, EXPENSES, AND/OR ATTORNEYS’ FEES OF ANY KIND ARISING FROM, WHETHER DIRECTLY AND/OR INDIRECTLY, (A) THE COUNSELING PROGRAMS, (B) ANY ACTION, INACTION, AND/OR OMISSION WHILE ON CHURCH PREMISES, (C) MY

PARTICIPATION IN ANY PART OF ANY ACTIVITIES RELATED TO CHURCH, (D) MY NON-COMPLIANCE WITH APPLICABLE LAWS, AND/OR (E) MY BREACH OF THIS AGREEMENT AND/OR FAILURE TO FOLLOW THE POLICIES AND PROCEDURES OF THE CHURCH. THESE INDEMNIFICATION PROVISIONS WILL SURVIVE THE TERMINATION AND/OR EXPIRATION OF THIS AGREEMENT.

5. **Health and Safety.** I agree to cooperate and comply with all COVID-19 protocols established by the Church from time to time, as well as any protocols established by Church with respect to one or more other and/or additional diseases, whether viral, bacterial, or otherwise, and/or whether currently known or unknown (“**Other Illnesses**”). Such protocols may include, but are not limited to, submitting to COVID-19 tests, testing for Other Illnesses, wearing personal protective equipment, providing personal information relevant for contact tracing procedures, and striving to maintain appropriate distance between myself, Church Participants, Church volunteers, and Church Representatives (collectively, the “**Protocols**”). I also agree to comply with all local laws and regulations regarding COVID-19 safety and/or any Other Illnesses. DESPITE THE PROTOCOLS DESCRIBED ABOVE, I UNDERSTAND THAT THE CHURCH CANNOT PREVENT ME OR ANY OTHER INDIVIDUAL FROM BECOMING EXPOSED TO, CONTRACTING, AND/OR SPREADING COVID-19 AND/OR ANY OTHER ILLNESSES. BY ENGAGING IN THE CHURCH ACTIVITIES, I ACKNOWLEDGE THAT I MAY BE EXPOSED TO AND/OR BE SUBJECT TO AN INCREASED RISK OF CONTRACTING AND/OR SPREADING COVID-19 AND/OR OTHER ILLNESSES. I KNOWINGLY AND WILLINGLY WAIVE AND RELEASE ANY AND ALL CLAIMS I MAY HAVE AGAINST ANY OF THE CHURCH PARTIES, RELATED TO ANY LIABILITY, LOSS, DAMAGES, INJURY, CLAIMS, COSTS, EXPENSES, AND/OR ATTORNEYS’ FEES OF ANY KIND THAT MAY BE SUFFERED BY ME, MY FAMILY MEMBERS, AND/OR ANYONE ELSE IN CONNECTION WITH THE EXPOSURE, INFECTION, AND/OR SPREAD OF COVID-19 OR ANY OTHER ILLNESSES. I UNDERSTAND THAT CHURCH WOULD NOT PERMIT ME TO PARTICIPATE IN THE COUNSELING PROGRAMS, ENTER CHURCH FACILITIES, AND/OR PARTICIPATE IN ANY PART OF ANY ACTIVITIES RELATED TO CHURCH WITHOUT AGREEING TO THESE PROTOCOLS. I agree that I will not participate in any Counseling Programs or otherwise enter Church facilities in the event I have, or am showing symptoms of, COVID-19, a communicable illness, fever, nausea, and/or Other Illnesses. In the event that I have engaged in violent, hostile or abusive (whether sexual or otherwise), actions in the past, and/or been accused or convicted of any of the foregoing, I will bring those matters to the attention of Church leadership before participating in any Counseling Programs.

6. **Confidentiality.** Confidentiality is an important aspect of the counseling process, however, as a church-based counseling center, I acknowledge that the Church does not promise absolute confidentiality. I understand and acknowledge that:

(a) the Church may be legally required to disclose or release my information to law enforcement, government authorities, and/or other entities or parties in certain circumstances and situations, without my permission (and I consent to the foregoing in all circumstances, waiving all rights of confidentiality or privilege), including, without limitation:

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

(b) my counselor or any other Church Representative may freely share information provided by myself to other ministers or Church Representatives in connection with ministry, prayer efforts, or providing the highest level of care (and I consent to the foregoing in all circumstances, waiving all rights of confidentiality or privilege);

(c) counseling involving the persistent refusal to renounce a particular sin may require the disciplinary involvement of the Church;

(d) in the case of marriage or family counseling, there is limited confidentiality, meaning the confidentiality belongs to the family relationship and not to the individual; and

(e) confidentiality for counseling at the Church is defined by pastor-parishioner privilege because we are a local church and, therefore, our counselors operate as agents of the Church (pastors/ministers) and not agents of the state (licensed counselors).

I understand that by participating in the Counseling Programs, I may learn certain information about the Church, Church Participants, Church volunteers, or Church Representatives. Such information may include, but is not limited to, names, addresses, contact information, health information, education, financial history, and any other information of a personal or confidential nature. I agree that I will protect the safety

and privacy of the Church Participants, Church volunteers, Church Representatives and the Church, and that I will not disclose any confidential information relating to such Church Participants, Church volunteers, Church Representatives or the Church to third parties unless such disclosure is required by applicable law, regulation, or valid order by a court or other governmental or regulatory body (such obligation to survive the termination and/or expiration of this Agreement).

7. **Dispute Resolution.** I agree that I will immediately report any dispute or conflict that arises in connection with the Counseling Programs to an appropriate Church staff member. I understand that I may be asked to submit a written summary of the conflict or dispute. I agree to cooperate with Church staff and to make a good faith effort to resolve any dispute or conflict before formal action is taken (including going through Biblical dispute resolution action steps as set forth in the Bible). I understand and agree that any dispute or cause of action that may arise under this Agreement will be governed by the laws of the State of North Carolina without regard to its conflict of laws principles. All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with my participation in the Counseling Programs that cannot be resolved informally shall be settled by Biblically-based mediation and, if necessary, legally binding arbitration in accordance with the Rules of Procedure for Christian Conciliation of the Institute for Christian Conciliation (complete text of the Rules is available at iccpeace.com or by contacting ICC PEACE at info@iccpeace.com or calling 844-707-3233). Judgment upon an arbitration decision may be entered in any court otherwise having jurisdiction. The parties understand that these methods shall be the sole remedy for any controversy or claim arising out of the Agreement (excluding claims for injunctive or other equitable relief as set forth below) and expressly waive their right to file a lawsuit in any civil court against one another for such disputes, except to enforce an arbitration decision. All aspects of the mediation/arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this arbitration provision, to enforce an arbitration award, or to seek injunctive or equitable relief. Any such action related to this Agreement shall be exclusively brought in Nash County, North Carolina, and the parties hereto submit to the exclusive jurisdiction of such courts for such actions.

8. **General Provisions.** This Agreement will continue to apply in the future and at all times when I may participate in any Counseling Programs (and in all respects, the provisions of this Agreement which by their terms survive the expiration or termination of this Agreement shall continue in full force and effect indefinitely). I acknowledge that a decision by the Church to not take action or enforce a provision of this Agreement does not waive the Church's right to do so in the future. The Church

reserves all remedies available to it, either in law or equity; and any rights available to the Church under this Agreement are in addition to all rights and remedies available under applicable law. This Agreement may only be amended or modified by a writing specifically referencing this Agreement which has been signed by an authorized representative of the Church. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, that provision shall be severed or reformed to be enforceable, and the remaining provisions hereof and thereof shall remain in full force. The Church shall not be in default by reason of any failure in performance of this Agreement, if such failure arises, directly and/or indirectly, out of causes reasonably beyond the direct control or foreseeability of the Church, including but not limited to, default by subcontractors and/or suppliers, actions or omissions by a Church volunteer or Church Participant, inclement weather, acts of God or of a public enemy, health pandemics (including, but not limited to, COVID-19 and/or Other Illnesses), government responses to pandemics, acts of terrorism, United States or foreign governmental acts in either a sovereign and/or contractual capacity, labor, fire, road icing and/or inclement conditions, flood, epidemic, restrictions, strikes and/or freight embargoes, etc. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. PDF, click through, or electronic signature pages shall serve as original, effective signature pages.

This Agreement contains the entire agreement between the parties hereto, all the terms of which are contractual and not mere recitals. By my authorization (and/or click through) below, I certify that I have carefully and fully read this Agreement, know and understand the contents thereof, execute the same of my own free will and act, and agree to abide by its terms.

Printed Name _____ Date _____

Signature _____ Date _____

ADDITIONAL CONSENT AND RELEASE FOR MINORS

If I am accepting this Agreement on behalf of a child under the age of 18, I acknowledge and agree that my child is participating in the Counseling Programs. I agree on my child's behalf to abide by all terms of this Agreement and I certify that I have carefully read this Agreement. I hereby consent and authorize my child to participate in the Counseling Programs.

Printed Name _____ Date _____

Signature _____ Date _____