

SPIRITUAL CARE INFORMED CONSENT AND RELEASE OF LIABILITY AGREEMENT AT CROSSPOINT

In consideration of being allowed to participate in the Spiritual Care Ministry at Crosspoint, you, the undersigned, acknowledge and agree on behalf of yourself, your heirs, assigns and representatives to all of the following:

The Concept of Spiritual Care: The Spiritual Care Ministry of Crosspoint (the “Church”) provides biblically based spiritual guidance that will help you meet the challenges of life in a manner that will bring glory to God.

Outreach Ministry: The Church offers this ministry free of charge to both members and nonmembers of the Church.

Assumption of the Risk Not Professional Advice: Spiritual Care is strictly a religious ministry based on Scriptural principles, and is conducted under the authority and leadership of the Church. The results of Spiritual Care are not guaranteed and rely heavily on your application of the principles and guidance provided to you. As a condition for receiving Spiritual Care, you understand and agree that Spiritual Caregivers at the Church are not trained or licensed as mental health professionals, that Spiritual Care is not designed to provide licensed professional mental health services and is not a substitute for professional mental health services. If you suffer from a mental health disorder or need professional mental health services, we strongly urge you to seek that professional help in lieu of Spiritual Care. You acknowledge that your involvement with Spiritual Care is completely voluntary. You further acknowledge that you may receive bad advice that could result in your emotional harm. You agree to expressly and **FREELY ASSUME ANY AND ALL RISKS** of personal injury or death resulting from receiving Spiritual Care, including those caused by or resulting from the Church’s or the Spiritual Care Giver’s own negligence. ____ [initials]

Termination of Spiritual Care: At any time, either the Spiritual Caregiver or you may terminate further Spiritual Care.

Release of Liability and Covenant Not to Sue: In consideration of being permitted to receive Spiritual Care from the Church, you agree to forever discharge and release from any and all legal liability, and not to sue the Church or any of its Spiritual Care Givers for any injuries or damages of any kind, **including those caused by or resulting from any negligence of the Church or the Spiritual Care Givers.** _____[initials]

Indemnity and Defense: In consideration of being permitted to engage in Spiritual Care with the Church, you agree to indemnify and defend Organizer from any and all legal liability, claims, demands, actions and causes of action caused by or resulting from your participation in the Activity, **including those caused by the Church’s and/or Spiritual Care Giver’s own negligence.** _____[initials]

Confidentiality: As a condition for receiving Spiritual Care, you understand and agree that your Spiritual Caregiver is required to participate in regular supervision with a member of the Church’s pastoral staff. As a result, your Spiritual Caregiver may disclose some aspects of your Spiritual Care sessions, including information of a confidential nature, as part of the supervision process, which is under the leadership of the Church. Finally, your Spiritual Caregiver may disclose information to others for reasons including, but not necessarily limited to the following situations:

1. A reasonable determination by the Spiritual Caregiver of abuse may require intervention to prevent harm.
2. Where a person threatens imminent harm to his or herself or another person (any safety issue), it may be necessary to intervene in order to prevent harm.
3. Observers may sit in on Spiritual Care sessions, either to assist in the process or for training purposes.

Conflict Resolution: On rare occasions, a conflict may develop between a Spiritual Caregiver and a person receiving Spiritual Care. If a conflict should arise between you and the Spiritual Caregiver, and/or the Church, its officers and employees, you agree to resolve the dispute outside the secular court system. Any dispute will be settled by mediation with a mutual acceptable mediator. If necessary, the parties will move to legally binding arbitration, choosing an arbitrator mutually acceptable to both parties.

We welcome the opportunity to minister to you in the name of Christ and to be used by Him as He helps you to grow in spiritual maturity and to glorify Him. Your signature below indicates your **informed consent** to the principles, policies and conditions of our Spiritual Care Ministry that you agree to in order to participate in the Spiritual Care Ministry.

I, THE UNDERSIGNED, HAVE CAREFULLY READ THE FOREGOING SPIRITUAL CARE INFORMED CONSENT AND RELEASE AGREEMENT AND SIGN IT WITH FULL UNDERSTANDING THAT I AM GIVING UP CERTAIN LEGAL RIGHTS.

If you have any questions about any of the terms, please talk with the Care Pastor.

I have read and understand the principles, policies and conditions for receiving Spiritual Care as set forth in this Spiritual Care Informed Consent Agreement and I agree to receive Spiritual Care in accordance with such principles, policies and conditions.

_____ Date

_____ Signature

_____ Print Name

_____ Witness