

## **Release of Liability for Church Consultation and Encouragement Meetings**

STATE OF TEXAS  
COUNTY OF FORT BEND

FOR AND IN CONSIDERATION OF SUGAR CREEK BAPTIST CHURCH (HEREINAFTER CALLED "SCBC") provision of ministerial consultation meetings, the undersigned, being legally competent and fully authorized and empowered to do so, does hereby RELEASE, ACQUIT, AND FOREVER DISCHARGE SCBC and ALL PARTICIPATING MINISTRY STAFF CONNECTED WITH SAID MINISTRY, from any and all actions, courses of action, claims, demands, damages, costs, loss of service, expenses and compensation, on account of any and all known and unknown personal injuries, mental anguish or agitation, and damage claims to person or property resulting from or arising out of or related to consultation meetings provided by SCBC and/or it's agents; representatives and/or employees in any way affecting the undersigned parties.

BY LAW, there are certain situations in which information about individuals undergoing consultation and encouragement may be released with or without their permission. These situations are as follows:

1. Where children are physically abused, neglected, or sexually abused;
2. In emergency situations where there may be danger to the client or others, as with homicide or suicide, confidentiality may be broken;
3. 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;
4. If an unreported life-threatening felony has been committed, we are required by law to report it to the police.

The undersigned parties have had the consultation and encouragement ministry fully explained to them prior to consultation, and they freely accept this consultation with full knowledge of the intent of this ministry. The undersigned fully understand the nature of the consultation and encouragement ministry such as that offered by SCBC, and nevertheless, waive and release all claims for damages to their person or property arising out of or in any way related to the psychological, spiritual, and/or mental problems dealt with in the consultation and encouragement visits.

The undersigned further AGREES to indemnify, have and hold harmless SCBC, its Board of Directors, Elders, Pastors, and agents and employees from any and all claims and damages of every kind to person or property arising out of or attributed to the spiritual, psychological, and/or mental problems which brought the undersigned to SCBC, or the undersigned at any point after the date of this release.

IT IS FURTHER UNDERSTOOD AND AGREED that this waiver and release constitutes an admission and acknowledgment by this undersigned that they have received no warranty, guarantee, or promise of any particular result either expressed or implied, from SCBC or it's pastors, agents, representatives, employees, elders or Board

of Directors. The undersigned parties acknowledge and agree that the very nature of their problem(s) is necessarily such that no specific result(s) can be promised or warranted by any such ministry. The undersigned parties agree further acknowledge and agree that they are fully responsible for how he/she implements the consultation and encouragement that they receive.

This release contains the entire agreement between the parties hereto, and the terms of this waiver and release are contractual and not mere recital.

The undersigned further states they have carefully read the foregoing release, know the contents thereof, and sign the same of their own free act and deed.

SIGNED on this \_\_\_\_\_ day of \_\_\_\_\_, AD, 20\_\_\_\_, at \_\_\_\_\_.

BY: \_\_\_\_\_

WITNESS: \_\_\_\_\_

Before me, the undersigned authority on this day personally appeared \_\_\_\_\_, known to me to be he 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: \_\_\_\_\_