

## **Obsidian Counseling and Wellness, LLC**

### **Release Form for “Express To Connect”**

#### **WAIVER/RELEASE OF ALL CLAIMS AND HOLD HARMLESS AGREEMENT FOR OBSIDIAN COUNSELING AND WELLNESS, LLC.**

Please read this form carefully and be aware that, in signing up and participating in a mental health expressive art therapy, you will be waiving and releasing all claims for injuries arising out of this program that you or the registered participant might sustain. The terms, “I”, “me”, and “my” also refer to the participants in the program. In registering for this program, you/your child are agreeing as follows:

As a participant, or legal guardian, in the program, I recognized and acknowledge that there are certain risks of physical injury, and I agree to assume the full risks of any injuries, including death, damages or loss which I may sustain as a result of participating in any manner, in any and all activities connected with or associated with such program. I further recognize and acknowledge that all athletic activities involving exertion or potential body contact are hazardous recreational activities and involve substantial risks of injury.

I agree to waive and relinquish any and all claims I may have as a result of participating in the program against Ilyssa Lasky and the Obsidian Counseling and Wellness, LLC any and all other participating or cooperating governmental units, any and all independent contractors, officers, agents, servants and employees of the governmental bodies and independent contractors, and any and all other persons and entities of whatever nature, that might be directly or indirectly liable for any injuries that I might sustain while participating in the program. (The parties described in the preceding sentence are referred to as “released parties” in the remainder of the agreement).

I do hereby fully release and discharge Ilyssa Lasky and Obsidian Counseling and Wellness, LLC, and any and all other released parties, from any and all claims resulting from injuries, including death; damages and losses sustained by anyone, and arising out of, connected with or in any way associated with my conduct and the activities of the program.

I further understand and agree that the terms such as “participation”, “program” and “activities”, referred to in this Agreement, included all exercise and physical movements of any nature while I am participating in the program, and further include the provision of or failure to provide proper instructions or supervision, the use and adjustment of any and all machinery, equipment and apparatus, and anything related to my use of the services, facilities or premises involved in the program.

I understand the nature of the program for which I am registering and have read and fully understand this Waiver, Release and Hold Harmless Agreement. I further understand that

any advisement or warnings of the particular risks of this program that I subsequently receive will be incorporated by reference into and become a part of this Agreement.

### Informed Consent for Group Psychotherapy

**General Information** The therapeutic relationship is unique in that it is a highly personal and at the same time, a contractual agreement. Given this, it is important for us to reach a clear understanding about how our relationship will work, and what each of us can expect. This consent will provide a clear framework for our work together. Feel free to discuss any of this with me. Please read and indicate that you have reviewed this information and agree to it by filling in the checkbox at the end of this document.

The Therapeutic process you have taken a very positive step by deciding to seek therapy. The outcome of your treatment depends largely on your willingness to engage in this process, which may, at times, result in considerable discomfort. Remembering unpleasant events and becoming aware of feelings attached to those events can bring on strong feelings of anger, depression, anxiety, etc. There are no miracle cures. I cannot promise that your behavior or circumstance will change. I can promise to support you and do my very best to understand you and repeating patterns, as well as to help you clarify what it is that you want for yourself.

### Confidentiality

The session content and all relevant materials to the client's treatment will be held confidential unless the client requests in writing to have all or portions of such content released to a specifically named person/persons. Limitations of such client held privilege of confidentiality exist and are itemized below but do not include each and every exception:

1. If a client threatens or attempts to commit suicide or otherwise conducts him/her self in a manner in which there is a substantial risk of incurring serious bodily harm.
2. If a client threatens grave bodily harm or death to another person.
3. As a mandated reporter pursuant to DCFCS, my obligation is to report to DCFCS when I have reasonable cause to believe that a child known to me in my official or professional capacity is an abused or neglected child.
4. If a court of law, or attorney, issues a legitimate subpoena for information stated on the subpoena.
5. If a client is in therapy or being treated by order of a court of law, or if information is obtained for the purpose of rendering an expert's report to an attorney.
6. Pursuant to The Illinois Administrative Code, regarding LPCs and LCPCs, also requires that the therapist indicate the limit of therapist-patient confidentiality regarding when the counselor "is a defendant in a civil, criminal or disciplinary action arising from the counseling."

Occasionally I may need to consult with other professionals in their areas of expertise in order to provide the best treatment for you. Information about you may be shared in this context without using your name.

If we see each other outside of the therapy office, I will not acknowledge you first. Your right to privacy and confidentiality is of the utmost importance to me, and I do not wish to jeopardize your privacy. However, if you acknowledge me first, I will be more than happy to speak briefly with you, but feel it appropriate not to engage in any lengthy discussions in public or outside of the therapy office.

The patient, and/or the Parent/Guardian on behalf of the patient, understands that there is no guarantee that treatment or evaluation services will yield positive or intended results.

By signing below I agree on behalf of myself and my heirs, successors, assigns and any other persons or entity that may claim through or under any of them, to release, indemnify and hold harmless Obsidian Counseling and Wellness, LLC., and any of its officers, staff, agents, employees and board members, from and against any and all losses, claims, damages, causes of action, liabilities, costs, and expenses which may be asserted, of every nature whatsoever, known or unknown, which arise out of or are connected with any loss, harm, or injury, including death, resulting from the provision of services implemented during the course of treatment or evaluation services by Obsidian Counseling and Wellness, LLC., and or any of its staff, agents, or employees.

I understand that I can revoke this consent for treatment/evaluation services at any time with written notice to Obsidian Counseling and Wellness, LLC.

**BY SIGNING BELOW I AM AGREEING THAT I HAVE READ, UNDERSTOOD AND AGREE TO THE ITEMS CONTAINED IN THIS DOCUMENT.**