

## **Anointed Restoration Ministries, LLC**

### **WAIVER, INDEMNIFICATION, ASSUMPTION OF RISK AND RELEASE OF LIABILITY**

**FOR AND IN CONSIDERATION OF** Anointed Restoration Ministries, LLC's (hereinafter the "Service Provider") provision of services, the undersigned ("Client"), being legally competent and fully authorized and empowered to do so, does hereby fully **RELEASE, WAIVE, INDEMNIFY, ASSUME THE RISK FROM, ACQUIT, AND FOREVER DISCHARGE THE SERVICE PROVIDER AND ALL PARTICIPATING PERSONS CONNECTED WITH SAID SERVICE PROVIDER**, from any and all actions, courses of action, claims, demands, damages, costs, loss of service, complaints, contract damages, expenses and compensation, on account of any and all known and unknown damages to the undersigned resulting from or arising out of or related to any services provided by the Service Provider and/or its agents, representatives and/or employees.

By law, there are certain situations in which information about individuals receiving assistance from the Service Provider (hereinafter "Client" or "Clients") may be released without the Client's permission. These situations may include but are not limited to the following:

- Where children are being physically abused, neglected, or sexually abused, the proper authorities must be notified.
- In emergency situations where there may be danger to the Client or others, such as with homicide or suicide, confidentiality may be broken.
- If a court of law issues a legitimate subpoena relating to a child abuse case, the Service Provider is required by law to provide the information specifically described in the subpoena.
- If an unreported life-threatening felony has been committed, the Service Provider is required by law to report it to the police.
- For the purpose of billing any insurance providers or to receive payment for services rendered, any and all information may be released to the party requiring such information for the purpose of affecting payment.
- Where law enforcement requires the provision of such information and where the withholding of such information could result in the Service Provider or its agents being held in contempt of court or penalized.

The undersigned party fully understands that the services to be provided are Biblical in nature, and freely enters into such services with full knowledge of the nature of the services he or she is about to receive. The Client further states that he or she accepts the terms of this Agreement in their entirety of his or her own free will and volition, and have not been unduly influenced or persuaded by anyone to participate in this service. The Client states that he or she is seeking assistance from the Service Provider by his or her own free will, and fully understands that all services are merely advisory in nature and that decisions and actions taken by said undersigned parties based on anything said by the Service Provider are ultimately the Client's own decisions and actions, and that said Client takes full responsibility for his or her own decisions and actions.

The Service Provider does not provide any guarantees, either implied or express, as to any results from its services. Therefore, the Client waives any and all rights to any such guarantees. Further, the Client is making payment for services on a hourly basis only rather than based upon specific results. Whether or not the Client obtains specifically desirable results from his or her time spent with the Service Provider, the Client understands that he or she is still responsible for the full payment for all time spent with the Service Provider at the agreed upon hourly rate.

The Client further **AGREES** to indemnify and hold harmless the Service Provider, it's managing members, it's agents, including any churches associated with the Service Provider or the Client, and any employees of any of the aforementioned entities or individuals from any and all claims and damages of every kind against persons or property arising out of, related to, or attributed to services provided by the Service Provider.

**IT IS FURTHER UNDERSTOOD AND AGREED TO** that this waiver, indemnification, assumption of the risk, and release constitutes an admission and acknowledgment by the Client that he or she has received no warranty or promise of any particular result either expressed or implied, from the Service Provider, it's agents, representatives, employees, managers, officers, or managing members. The Client acknowledges and agrees that

the very nature of their current challenges for which they are seeking services are necessarily such that no specific result(s) can be promised or warranted by any such Service Provider.

The undersigned hereby knowingly assumes and consents to the risks that are inherent in the receipt of services received from the Service Provider. Any and all risks of loss that may arise from such activities are clearly and knowingly assumed by the Client with the Client waiving any rights to complain of or bring suit against the Service Provider or its agents to obtain relief from the Service Provider for any reason whatever. The Client hereby acknowledges, as evidenced by his or her signature below, the receipt of the Service Provider's "Explanation of Services", with such Explanation of Services being made a part of this Agreement by reference as if fully set forth in detail herein.

These services may involve the Client's individual participation or the participation of the Client's child(ren) or family members. The Client understands that these services are not intended as a substitute for emergency psychological intervention, nor do they take the place of permanent, long-term, or comprehensive psychological counseling, therapy or medication, which are not the responsibility of the Service Provider. The Client acknowledges that it is his or her own sole responsibility to determine whether additional or different services are necessary, and whether to seek them. The Client hereby gives consent to receive counseling services through the Service Provider on these terms.

This Agreement, along with the Service Provider's Explanation of Services, contains the entire Agreement between the parties, and the terms of this Agreement are contractual and not a mere recital. The undersigned further states he or she has carefully read the foregoing Agreement, knows the contents thereof, and signs the same of his or her own free will and volition without being under any duress.

Any and all disputes arising out of or relating to this Agreement or the Services provided by the Service Provider or its agents shall be resolved exclusively within the Courts of Jefferson County Kentucky. However, a condition precedent to having any right to bring suit within the Kentucky courts shall be that the Parties shall be required to submit to mediation prior to the filing of any formal legal action against the other party. Such condition precedent shall be fully enforceable by the Courts of the Commonwealth of Kentucky.

In the case that any disputes arise hereunder and either party is required to incur attorneys' fees, expenses, or court costs related to such dispute, the prevailing party in such a dispute shall be responsible for payment of any and all attorneys' fees, court costs, and expenses related to any resolution of such dispute, whether resolved through the court system or otherwise.

If any part of this Agreement is deemed invalid, void, voidable, or unenforceable for any reason whatever, the remaining provisions of this Agreement or any related and referenced Agreement shall remain enforceable with any unenforceable provision being disregarded.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone (Home) \_\_\_\_\_ (Cell) \_\_\_\_\_ (Work) \_\_\_\_\_

Email \_\_\_\_\_