 **Consent to Counsel Form**

**Read this form carefully.** You will be signing at the end to confirm that you understand and agree to it. If you want or need separate counsel (legal or otherwise), you may obtain it prior to signing this document and participating in counseling.

Biblical Counseling**:** This is a **ministry of the Gospel of Jesus Christ and is part of our practice of religion**. You have indicated you are a Christian and you are **voluntarily seeking religious guidance** (biblical counseling) from another Christian. The **goal of biblical counseling is to help Christians become more and more like Jesus Christ** in attitude, thought, and action. With that in mind, **biblical counseling is the same as discipleship**. As Christians we are called to make disciples, teaching them to observe all that Jesus commanded (Matthew 28:16-20). My goal in providing Christian counseling is to help you live your entire life in a God-pleasing/God-honoring way. This includes, but is not limited to providing biblical counsel to assist you in meeting the challenges of your life; shedding sin that so easily entangles; learning to develop, cultivate, and live in relationships that please God; giving thanks to God in all circumstances; living in a community of other believers **as you participate in your local church**, and learning to rely on the Holy Spirit for direction as you seek to know God through His Word (the Bible). Although the biblical advice I provide is intended to be practical, it is entirely **your decision how to (and whether to) implement that advice**. I want to help you love God and love others as we walk with you through this process. During the course of the counseling relationship, I may counsel you from the Bible that **certain conduct is sinful and must be stopped** in order to please God, and I may counsel you in **how Scripture directs Christians** to put off that sin and, instead, to live a life characterized by self-control and godliness. By signing below, you are specifically **agreeing to such counsel and are affirmatively asking** that we provide it. As stated above, I will counsel you from our **deeply held Christian, religious beliefs, and this counseling is part of our practice of religion.** Biblical counseling **is disciple making**, and it in no way shall be construed as a sale of services. We do not charge for this counseling.

Biblical Basis: I believe that the Holy Scriptures (the Bible) provide sufficient guidance and instruction for faith and life. Therefore, my **counseling is based on scriptural (biblical) principles** rather than those of secular psychology or psychiatry. **I am not licensed** or certified as a psychotherapist, psychologist, psychiatrist, mental health professional, marriage and family therapist, or social worker, nor am I acting in such capacities. **If you are unwilling to use the Bible as the final authority in counseling or are unwilling to do the homework assigned, you should NOT proceed with this counseling.** However, I do want to help, and I pray that you will decide to look to God’s Word for guidance as we follow the loving example of Jesus Christ. Through the power of the Holy Spirit, I believe that your life can be transformed.

Professional Advice, etc.: **I do not provide legal, tax, medical, financial, or other technical or professional (nonpsychological) advice** (although I advise that you handle all matters in a Christlike and ethical way). Even though you are agreeing to participate in biblical counseling, there may be times when you need such professional advice. Although I am not under obligation to recognize when or if such advice is actually needed, if I surmise that such professional counsel would be helpful, I may encourage you to seek it. Further, I am happy to cooperate with such advisors and help you to consider their counsel in the light of relevant scriptural principles. Further, **I am not responsible for nor shall I be liable for any physical, mental, or medical condition of any counselee,** whether or not such condition is affected in any way by the counseling process or counsel provided.

No professional—client or fiduciary relationship is created between any counselee or counselor. The parties recognize that I may have training in matters and/or employment beyond the scope of biblical counseling. However, **I am not acting in that other capacity on behalf of the counselee.** Further, it is agreed that **no church or school or any 3rd party will incur any liability for counsel provided by us, even if such an institution is providing supervision,** generally or specifically, over this counseling and/or this ministry. Although we may take into consideration any applicable laws that you bring to our attention, it is intended that the **Holy Scriptures (the Bible) shall be the supreme authority** governing every aspect of the counseling process and that God’s glory is the ultimate goal. However, **failure of the counselor to interpret or apply the Bible in any particular way shall not subject the counselor to liability or give rise to complaint** by any party. There shall be **no legal or other liability** that attaches to any counselor or institution for any advice, methods, conduct, or any act or omission related in any way to the service that is provided, and you acknowledge that you are voluntarily seeking this counsel (free from coercion, duress, or pressure).

Confidentiality: Although confidentiality is often one aspect of the counseling process and I intend to guard the information you entrust to me, **absolute confidentiality is not scriptural in all circumstances.** There are a number of situations when **it may be necessary (as determined by me in sole discretion) for me to share information with others** and/or to take protective measures. These may include situations:

1. When there is clear indication that **someone may be harmed** unless others intervene or are consulted
2. When **criminal activity** has occurred, and the counselee refuses to bring it to the attention of the authorities
3. If we believe that a person is in need of **protective services** or that a person of **familial authority** needs to be informed (e.g. wife/husband, or child/parent)
4. When a person **refuses to renounce a particular sin** and confess it to those impacted and it becomes necessary to seek the assistance of others in the church to encourage repentance, confession, and reconciliation (see Proverbs 15:22; 24:11; Matthew 18:15-20)
5. When we are uncertain how to address a particular problem and **need to seek advice from another** pastor, educator, counselor, professional, or Christian
6. When a **counselee attends (or attended) another church**, and we believe it is important to talk with his or her pastor, elders, or others at that church and/or in leadership

Attendance: Please make every effort to **attend every scheduled session.** Further, please feel free encourage your pastor from your local church or one of those in its leadership to accompany you in counseling sessions. In fact, depending on the situation, I may require such attendance as **I recognize and respect the authority and the discipline of the local church in your spiritual life.** In addition, this makes transfer back to the pastoral care of your church much easier to implement. If you are not attending a church, I expect you to **attend a Bible-preaching and believing church** weekly for your own benefit, and for the benefit of the Body of Christ.

Termination/Records: At any time and for any reason, I (as well as the counselee) **may terminate** *counseling. However,* **termination of counseling will not preclude my from making the disclosures** set forth above (in the paragraph entitled, “Confidentiality”) if deemed appropriate by the counselor or if compelled by other legal means. It is agreed that counseling sessions, in whole or in part, **may be recorded** by myself through writing and consent is hereby given by the counselee for such recording. Although it is understood that I may (but am not required to) **keep records** of sessions and their subject matter, it is expressly agreed that I **may destroy** any and all such records of any counseling sessions or issues at any time that I deem appropriate, without incurring any liability.

Resolution of Conflicts: On rare occasions, a conflict may develop between a counselor and a counselee. In order to make sure that any such conflicts will be resolved in a biblically faithful manner (**the Bible prohibits lawsuits in court among believers;** 1 Corinthians 6:1-8), we require all of our counselees to agree that any dispute that arises with me or with any person or entity associated with myself as counselor and related in any way to my biblical counsel will be settled in the following manner:

1. The parties agree to participate in **biblical mediation** to be conducted by an individual (or individuals) agreed upon by the parties or, if no agreement is reached, by a member of the biblical counseling faculty at Southeastern Baptist Theological Seminary or, if one is not available, by a pastor or elder from Marble Springs Baptist Church, by a Christian, biblical mediator who is certified by Peacemaker Ministries. The parties agree to participate in and mediate in good faith.
2. If mediation is unsuccessful, the parties will submit their dispute to legally **binding arbitration** in accordance with the Rules of Procedure of the Institute for Christian Conciliation (a copy is available upon request.) Initially, the parties shall split the cost of the arbitration equally between the two sides. In light of the fact that this counseling is voluntary and not for compensation, counselee waives all rights to special and consequential damages of any nature and waives all claims for negligence arising out of any act or omission of the counselor or anyone working with me. This agreement and the issues raised in counseling are not matters of public interest; they are private and relate to personal faith and Scripture. Judgment upon an arbitration award may be entered in any court of competent jurisdiction so long as the terms of this agreement were followed. **Each party will be responsible for his/her own attorneys’ fees,** although the prevailing party in any such arbitration shall recover his/her arbitration costs (not attorneys’ fees). The determination of “prevailing party” shall be made by the conciliator/arbitrator after taking the circumstances and claims into consideration. This entire agreement shall be binding upon the counselee and his/her family members, assigns, and heirs.

**Suicide:** If you are considering suicide or self-harm during the course of your counseling, it is vital that you talk with your counselor about this. Please indicate with a signature that you are willing to share any suicidal thoughts or intentions with your counselor at any possible time they may arise, (this can be done by phone or text if they occur between sessions), and that you will seek appropriate medical care if you do become suicidal during counseling.

*I agree with the previous statement:*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Approach to Counseling:** Andy Gambill has a Master’s degree in Biblical Counseling from Southeastern Baptist Theological Seminary and is a Lay Pastor at Marble Springs Baptist Church. Coming from a Baptist Seminary, he adheres to a Christian approach to counseling. This means trusting that the Bible speaks to the issues of life that we deal with. It also means there is always hope because God cares about us, loves us, and desires to work in and through our lives. In the Bible, it promises us that God works all things together for the good of those who love Him (Romans 8:28). This does not mean all things are good, but it does mean God can bring good out of even the worst of things. This tremendous promise guides Andy’s counseling as he desires to walk with his clients as they seek the good that God desires to bring out of bad situations.

 Andy is not a licensed therapist or counselor. As a result, he will not be prescribing any medication. If a problem has significant physical components or needs medications, then a referral to a Physician or licensed Psychiatrist would take place. This may mean counseling would end, but it could also continue simultaneously if the client so desires. This would be a conversation to take place at the time of referral.

**Fees:** We ask for a donation of $40 per session for non-church members and $20 for church members. While we understand money can be tight, we feel it is in the best interest of all counselees to prayerfully consider and pay some amount so that they are more fully invested. Typical secular counseling runs $125 per session so we feel a $40 donation is very reasonable.

*By signing this document, you are irrevocably waiving any right that you might have to a trial by jury or judge in a judicial proceeding.* If any provision of this agreement shall be held invalid, illegal, or unenforceable, only that provision shall be stricken, and the remainder of the agreement shall be in no way affected. All of the above is understood and agree.

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