

# HORIZONS COMMUNITY CHURCH, INC.

## Financial Counseling Disclaimer and Waiver

I, \_\_\_\_\_ (referred herein as the “Counselee”), hereby acknowledge and confirm the following:

1. Counselee has requested Horizons Community Church, Inc. (referred herein as the “Church”) to provide financial counseling services (referred herein as the “Services”) to him or her solely on an advisory basis. The Services are being provided with the understanding that the Church is not engaged in rendering legal, tax, financial, counseling, or other professional services or advice.
2. Counselee is utilizing any or every part of the Services entirely at Counselee’s own risk. Services are being provided “as is” without warranty of any kind, either express or implied, including without limitation any warranty for information services, counseling, or products and services provided through or in connection with the Services. The Services are requested at the Counselee’s own choice and with inherent singular responsibility. The Church shall not be responsible for any loss or damage caused, or alleged to have been caused, directly or indirectly, by the information or ideas contained, suggested, or referenced in the Services. Counselee’s use of the Services indicates Counselee’s understanding that Counselee is able to make his or her own decisions about financial matters, and the Church is not responsible for any financial decisions or funding decisions made by Counselee, or which Counselee fails to make.
3. The Church’s Services are being provided free of charge.
4. In general, all communications between Counselee and Counselor are confidential. No information about Counselee will be released outside the Church without Counselee’s permission. The EXCEPTIONS to confidentiality include, but are not limited to the following: (1) the Counselor determines Counselee is a threat to himself or herself, or another person; (2) there is suspected abuse or neglect of a child, an elderly or disabled person; (3) Counselee is threatening to commit a crime; (4) there is a medical emergency; or (5) through a court order to disclose Counselee’s records. In the event of such a situation, Counselor will make reasonable efforts to discuss it with Counselee before taking any action.
5. Counselee hereby waives any and all claims against the Church, its pastoral staff, directors, officers, employees, volunteers, agents, and other members that relate to financial counseling services or the consequences that may occur as a result of following the advice given. Any disputes that may arise between Counselee and the Church shall be resolved by mediation, and if not resolved by mediation, then by binding arbitration under the procedures and supervision of the Mediation Law Group, Faith-Based Dispute Division. In the event that the Mediation Law Group ceases to exist during the course of this Financial Counseling Disclaimer and Waiver, arbitration shall be conducted according to the rules of the American Arbitration Association.

Counselee: \_\_\_\_\_  
Date: \_\_\_\_\_

Counselor: \_\_\_\_\_  
Date: \_\_\_\_\_

Counselee: \_\_\_\_\_  
Date: \_\_\_\_\_