

# CONSENT TO COUNSEL

A Sample for Biblical Counselors to  
Consider

By Todd M. Sorrell

(I'm a lawyer, but I ain't your lawyer)

## Paragraph 1

*•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.*

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## Paragraph 2

*.Biblical Counseling: This is a ministry of the Gospel of Jesus Christ and is part of our practice of religion. You have indicated that you are a Christian and you are voluntarily seeking religious guidance (biblical counseling) from one or more other Christians. 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 (Matt. 28:16-20). Our 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*

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.Although the biblical advice we provide is intended to be practical, it is entirely **your decision how to (and whether to) implement** that advice. We want to help you love God and love others as we walk with you through this process. During the course of the counseling relationship, we may counsel you from the Bible that **certain conduct is sinful and must be stopped** in order to please God, and we 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, we 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.



# Paragraph 3

*.Biblical Basis: We believe that the Holy Scriptures (the Bible) provide sufficient guidance and instruction for faith and life. Therefore, our counseling is based on scriptural (biblical) principles rather than those of secular psychology or psychiatry. We are not licensed or certified as psychotherapists, psychologists, psychiatrists, mental health professionals, marriage and family therapists, or social workers, nor are we 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, we do want to help and we 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, we believe that your life can be transformed.*

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# Paragraph 4

*.Professional Advice, Etc.: We do not provide legal, tax, medical, financial, or other technical or professional (non-psychological) advice (although we advise that you handle all matters in a Christ-like and ethical way). Even though you are agreeing to participate in biblical counseling, there may be times when you need such professional advice. Although we undertake no duty to recognize when or if such advice is actually needed, if we opine that such professional counsel would be helpful, we may encourage you to seek it. Further, we are happy to cooperate with such advisors and help you to consider their counsel in the light of relevant scriptural principles. Further, we are not responsible for nor shall we 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.*

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# Paragraph 5

*.No professional-client or fiduciary relationship is created between any counselee and counselor. The parties recognize that the counselor may have training in matters and/or employment beyond the scope of biblical counseling. However, the counselor is not acting in that other capacity on behalf of the counselee. Further, it is agreed that no church or school or any third 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*

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# Paragraph 6

*.Confidentiality: Although confidentiality is often one aspect of the counseling process and we intend to guard the information you entrust to us, absolute confidentiality is not scriptural in all circumstances. There are a number of situations when it may be necessary (as determined by us in our sole discretion) for us to share information with others and/or to take protective measures. These may include situations (1) When we are uncertain how to address a particular problem and need to seek advice from another pastor, educator, counselor, professional, or Christian; (2) 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; (3) when there is a clear indication that someone may be harmed unless others intervene or are consulted; (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*

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# Paragraph 7

*.Attendance/Training/Education: Please make every effort to attend every scheduled session. Further, please 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, we may require such attendance as we 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, we expect you to attend a Bible-preaching and believing church weekly for your own benefit and for the benefit of the Body of Christ.*

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## Paragraph 8

*•We believe that all believers should strive to make disciples for the Lord Jesus Christ. With that in mind, we not only seek additional training and/or education for ourselves, but we seek to train and educate others in the biblical counseling arena. To accomplish both counseling and training, we may have others assist us in counseling sessions and/or preparation who will have access to your personal information. Further, there may be times when we deem it appropriate to use what is learned in counseling sessions to seek input from educators and/or students, or to convey what is learned to educate others, either in person, online, in print, or through other means. If this happens, care will be taken to protect your identity.*

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# Paragraph 9

*.Termination/Records: At any time and for any reason, the counselor (as well as the counselee) may terminate counseling. However, termination of counseling will not preclude the counselor 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 the counselor by writings, video, audio, or other non-electronic or electronic means and consent is hereby given by the counselee for such recordings. Although it is understood that we may (but are not required to) keep records of sessions and their subject matter, it is expressly agreed that we may destroy any and all such records of any counseling sessions or issues at any time that we deem appropriate, without incurring any liability.*

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# Paragraph 10

*.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 Cor. 6:1-8), we require all of our counseles to agree that any dispute that arises with a counselor or with any person or entity associated with the counselor and related in any way to his/her biblical counsel, will be settled in the following manner: First, 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 \_\_\_\_\_ [example: The Master's University and/or Seminary, Southern Baptist Theological Seminary, Reformed Theological Seminary] or, if one is not available, by a pastor or elder from \_\_\_\_\_ [insert church name] or, if one is not available, by a Christian, biblical mediator located in \_\_\_\_\_ [insert city*

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.Second, 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 him/her. 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.

# Paragraph 11 (and final statements)

.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 agreed.

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.SIGN AND DATE

.KEEP IN FILE OR ON COMPUTER. (MAINTAIN  
CONFIDENTIAL)