

Online and Remote Counselling Waiver Form

For clients receiving remote and/or online therapy

As a requirement of my professional liability insurance policy, clients who receive counselling therapy from me remotely and/or online are required to sign the attached release of liability and waiver of claims. This is due to the additional risks that my insurer has assessed including those associated with the protection of electronic records and maintaining confidentiality through online communication platforms such as Zoom, Skype, etc.

Please let me know if you have any questions and require further information prior to signing the attached waiver.

Yours truly, Michael Nishi / Tandem Counselling

RELEASE OF LIABILITY AND WAIVER OF CLAIMS FOR REMOTE AND ONLINE THERAPY

PLEASE READ CAREFULLY

In consideration of receiving therapeutic counselling either remotely and/or by online therapy (hereinafter referred to as "Therapeutic Counselling") and for good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

TO WAIVE ANY AND ALL CLAIMS, that I may have in the future against my therapeutic counsellor and, the Association of Cooperative Counselling Therapists of Canada, including any directors, officers, employees, or other agents (all of whom are hereinafter referred to as "the Releasees") and to Release from any and all liability for any loss, damage, expense or injury, that I may suffer, or that my next of kin may suffer, resulting from my therapeutic counselling, due to any cause whatsoever, including, negligence, breach of contract, or breach of any statutory or other duty of care, on the part of the Releasees and also including the failure on the part of the Releasees to safeguard or protect me from any risks or dangers associated with Therapeutic Counselling.

This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of British Columbia (BC) and the laws of Canada as they apply in British Columbia (BC) and no other jurisdiction; and

Any litigation involving the parties to this Agreement shall be brought solely within British Columbia (BC) and shall be within the exclusive jurisdiction of the Courts of British Columbia (BC).

Michael Nishi (Tandem Counselling) is practicing and providing Therapeutic Counselling from BC Canada as part of a professional business.

In entering into this Agreement, I am not relying upon any oral or written representations or statements made by the Releasees with respect to the safety of this Therapeutic Counselling.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT, BY SIGNING THIS AGREEMENT, I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signed this _____ day of _____, 20_____.

Signature of Client(s)