



12220 State Highway 14 North, Unit 5; P.O. Box 319
Cedar Crest, New Mexico 87008

ACCIDENT WAIVER AND RELEASE OF LIABILITY

About Physical Activity in Counseling

While much of our work with clients occurs in an office setting, some does not. Abundant current research has shown that physical exercise can have a significant positive impact on emotional wellbeing – as good as or better than effects induced by use of psychotropic medications. Accordingly, some sessions will likely involve time spent out of doors, walking, hiking, or engaging in other light physical activity intended to stimulate holistic healing.

Unless otherwise informed, we assume that clients are in good enough health and physical condition to participate in these kinds of activities. Clients under the care of Eastern Slope Counseling & Consulting, LLC (ESCC) agree to promptly inform us of any physical and/or constitutional limitations to physical activity or exercise. Tell your counselor immediately if you are under the care of a physician for a serious health condition.

Waiver of Liability

By my signature below, I acknowledge that physical activity and/or exercise may test a person's physical and mental limits and carries with it the potential for serious injury, property loss and even death. As these activities may occur indoors or out of doors, the risks include, but are not limited to: actions of other people including, but not limited to, people on the street, sidewalk, or hiking trail, drivers of automobiles, etc.; lack of hydration, weather, and/or other natural conditions (natural conditions may include uneven and unpaved trails, protruding roots and rocks, loose soil, sand, or gravel, steep slopes, low hanging tree branches, mud, and even the presence of wild animals including, but not limited to, coyotes, squirrels, rabbits, raccoons, mountain lions, and bears). I hereby assume all of the risks of participating in physical activity and/or exercise during counseling sessions with ESCC.

I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows: (A) Waive, release, and discharge from any and all liability for my death, disability personal injury, property damage, property theft or actions of any kind which may hereafter accrue to me or my traveling to and from this event, **THE FOLLOWING ENTITIES OR PERSONS:** Eastern Slope Counseling & Consulting, LLC, Richard Lewis Patnaude, and their directors, officers, employees, contractors, volunteers, representatives and agents, the event sponsors and event volunteers, (B) indemnify and hold harmless all entities or persons mentioned in this paragraph from any and all liabilities or claims made by other individuals or entities as a result of my actions during participation in mental health and/or substance abuse counseling with ESCC, LLC.

I hereby consent to receive medical treatment that may be deemed advisable in the event of injury, accident, and/or illness during participation in mental health and/or substance abuse counseling with ESCC, LLC. I understand that my counselor may contact emergency medical services on my behalf if my counselor believes immediate medical attention is necessary.

This Accident Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under the applicable law.

I hereby certify that I have read this document, have had an opportunity to ask questions about it, and that I understand its content.

Print Name: _____ Age: _____

Signature: _____ Date: _____

If client is younger than 18 years of age, legal guardian or representative endorsement of this document is required before any out of office activities may occur.

Signature of Client's Guardian or Legal Representative

Date

Client Guardian or Legal Representative Printed Name and Relationship to Client:

Printed Name

Relationship to client