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RELEASE AND LIABILITY WAIVER

Nature-based therapy sessions are meant to support clients in experiencing a deep and nurturing connections with the natural world, as well as in-depth experience and insight into their own internal worlds. These sessions generally involve a mild level of physical activity and great care is taken to support a client's well-being. Nevertheless, participation in any physical exercise or outdoor activity involves inherent risks that cannot be eliminated, regardless of the care taken to avoid injuries.

Assumptions of Inherent Risks

Client understands and acknowledges that nature-based therapy involves certain known and unknown risks which could result in injury, death, disability, physical or mental disease or illness, and damage to self, to property, or to bystanders or other third parties, including but not limited to the following:

- a. insect bites, exposure to venomous snakes, contact dermatitis from poison ivy or similar plants, sunburn, dehydration, trips and falls resulting in injury, poorly maintained trails or building facilities, falling tree limbs, lightning strikes, hypothermia, hyperthermia, and attack by animals;
- b. Client's own physical, medical, or psychological limitations that may lead to injury;

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- c. that any of the above may occur in remote places without medical facilities or access to emergency treatment or other services required; and
- d. additional unknown risks include but are not limited to those caused by the actions of other people including but not limited to participants.

CLIENT AGREES TO ASSUME AND SINGULARLY BEAR ALL RESPONSIBILITY AND RISK TO HIM OR HERSELF WHILE PARTICIPATING OR ENGAGING IN NATURE-BASED THERAPY.

Indemnification, Waiver, and Release

Client agrees to defend, indemnify and hold the Released Parties harmless from any claim by a third party resulting from damage or injury caused by client. Client and his/her heirs, distributes, guardians, legal representatives, and assigns HEREBY WAIVE ANY AND ALL RIGHTS AND CLAIMS FOR BODILY INJURY OR PROPERTY DAMAGE WHICH MAY OCCUR DURING THE NATURE-BASED THERAPY SESSION.

Client certifies that (s)he has sufficient health insurance, and auto insurance if (s)he intends to drive or ride with others during the session to cover any bodily injury or property damage (s)he may incur as a result of and during the duration of the session, and to cover bodily injury or property damages to a passenger or third party as a result of client's participation in the session and during the duration thereof.

Client and his/her heirs, distributes, guardians, legal representatives and assigns HEREBY RELEASE AND FOREVER DISCHARGE THE RELEASED PARTIES, AND EACH OF THEM, FROM ALL CLAIMS, ACTIONS, DEMANDS, RIGHTS, CAUSES OF ACTION AND LIABILITIES, EITHER IN LAW OR IN EQUITY, based on any bodily injury or property damage to client or any third party as a consequence of client's participation in the session or as a result of ordinary negligence on behalf of Trauma and Anxiety Center, LLC.

Client hereby agrees that (s)he shall never bring any lawsuit or other legal action against Trauma and Anxiety Center, LLC, or any of the Released Parties as a result of or in connection with client's participation in the session and agrees to release Released Parties from and against any and all known and unknown claims, liabilities, damages and costs. Client hereby expressly waives any rights he or she may have.

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Emergency Information

Client’s Name: _____ Phone: _____

Emergency Contact Name: _____

Relationship to Client: _____ Phone: _____

Please list any allergies (insect bites/stings, medications, etc) PLUS any pertinent medical information:

General Provisions

Client expressly agrees that this Agreement is governed by the State of Tennessee and is intended to be as broad and inclusive as permitted by Tennessee law, and that in the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.

Client acknowledges that if a lawsuit is filed against Trauma and Anxiety Center, LLC, or any part of Trauma and Anxiety Center, LLC, for any injury or damage in breach of this contract, (s)he will pay all attorney’s fees and costs incurred by Trauma and Anxiety Center, LLC, or their agents or employees in defending such an action.

Client acknowledge that circumstances could result in medical emergencies, and client gives his/her permission for Jesse Williams to seek emergency medical diagnosis/treatment for the client in the event that the client is unconscious or unable to make an informed decision. Therapist’s role in medical treatment will be limited to supporting the client in application of his/her own first aid, transportation to a medical treatment facility, and/or contacting such facility to arrange emergency medical services and transportation.

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PLEASE SIGN BELOW AND INITIAL THE RIGHT CORNER OF EACH PAGE TO ACKNOWLEDGE THAT YOU HAVE DISCUSSED WITH ME ANY PART OF THE INFORMATION YOU DO NOT UNDERSTAND. CLIENT'S SIGNATURE BELOW INDICATES THAT (S)HE HAS READ THIS ENTIRE DOCUMENT, UNDERSTANDS IT COMPLETELY, UNDERSTANDS THAT IT AFFECTS HIS OR HER LEGAL RIGHTS, AND AGREES TO BE BOUND BY ITS TERMS. CLIENT UNDERSTANDS IT IS A PROMISE NOT TO SUE AND IS A WAIVER, RELEASE, AND INDEMNITY FOR ALL CLAIMS.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth below.

ALL FAMILY MEMBERS PARTICIPATING SHOULD SIGN BELOW. IF MINOR CHILDREN ARE INVOLVED, PLEASE PRINT THEIR NAMES AND IDENTIFY WHO IS THE PARENT/GUARDIAN SIGNING FOR THEM.

THE ORIGINAL COPY OF THIS DOCUMENT WILL REMAIN IN MY FILE AND I WILL GIVE YOU A COPY FOR YOUR PERSONAL FILES IF NEEDED.

Signature and printed name of client(s):

Date: _____

Signature and printed name of parent/legal guardian(s) (if necessary):

Signature of Therapist: _____

Initial Here: _____