

# FishHawk Fellowship Church

## Financial Coaching Disclaimer and Waiver

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

1. Participant(s) has requested FishHawk Fellowship Church (referred herein as the “Church”) to provide financial coaching 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. Participant(s) is utilizing any or every part of the Services entirely at Participant(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 Participant(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. Participant(s)’ use of the Services indicates Participant(s)’ understanding that Participant(s) 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 Participant(s), or which Participant(s) fails to make.
3. The Church’s Services are being provided free of charge.
4. In general, all communications between Participant(s) and Coach are confidential. No information about Participant(s) will be released outside the Church without Participant(s)’ permission. The EXCEPTIONS to confidentiality include, but are not limited to the following: (1) the Coach determines Participant(s) 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) Participant(s) is threatening to commit a crime; (4) there is a medical emergency; or (5) through a court order to disclose Participant(s)’ records. In the event of such a situation, Coach will make reasonable efforts to discuss it with Participant(s) before taking any action.
5. Participant(s) hereby waives any and all claims against the Church, its pastoral staff, directors, officers, employees, volunteers, agents, and other members that relate to financial coaching services or the consequences that may occur as a result of following the advice given. Any disputes that may arise between Participant(s) 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 Coaching Disclaimer and Waiver, arbitration shall be conducted according to the rules of the American Arbitration Association.

Participant(s): \_\_\_\_\_  
Date: \_\_\_\_\_

Coach: \_\_\_\_\_  
Date: \_\_\_\_\_

Participant(s): \_\_\_\_\_  
Date: \_\_\_\_\_