**Metamorphosis Havening LLC**

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**Client Agreement For Havening Services**

Thank you for your interest in working with me as a Havening client! I am providing you with the following information so you can make an informed decision about whether to engage my services. Please read this information carefully and let me know if there is any part you do not understand.

**Service Offered/Theoretical Approach**

I am a Certified Havening Techniques***®*** Practitioner and offer services using an innovative method identified as the Havening Techniques (“Havening”) developed by Ronald Ruden, MD, PhD. Havening is a psychosensory tool based on current understanding in the fields of neuroscience and neurobiology. It uses sensory input in order to alter thought, mood, and behavior. It is believed that when you perceive an event or experience as traumatic or stressful, it becomes immutably encoded in your brain and the body, often with life-altering consequences. Havening is designed to de-traumatize your nervous system by removing or altering the emotional memory of your traumatic or stressful life event and its negative effects. Therefore, Havening is a modality that is designed to help overcome problems caused by traumatic or stressful encoding and uses touch as a tool. ***Because Havening includes Havening Touch®, if we are meeting in person and if you have any misgivings, doubts, or any negative reactions to any physical contact it is very important that you let me know so you can use self-touch during our sessions.***

Although Havening appears to have promising emotional, mental, and physical health benefits, and although Havening was developed by a medical doctor, it is still important to understand that Havening has yet to be fully researched by the Western academic, medical, and psychological communities; therefore, Havening may be considered experimental, and the extent of its effectiveness, as well as its risks, are not fully known**.** Although it is self-regulated, Havening is not licensed in the United States. Rather, it is considered alternative or complementary to modalities that are licensed in the United States. If you have questions or concerns about Havening, please visit [www.havening.org](http://www.havening.org/) or contact Metamorphosis Havening LLC for more information.

**Nature of Our Relationship**

***While Havening can be used as a wellness and stress management tool and also within a psychotherapeutic setting with professional mental health care clinicians, you understand I am offering my services solely as an unlicensed wellness and stress management practitioner and that my services do not create any professional or treatment relationship of any kind. My services are not to be construed as psychotherapy, psychological counseling, or any type of medical, psychological, bodywork or other professional advice, treatment, or therapy of any kind. You also understand it is your responsibility to maintain a relationship for yourself with an appropriate professional health care provider.***

Further, please be advised that my services as a Havening practitioner are not intended to be and are not a substitute for medical or psychological treatment. Havening does not replace the services of licensed health care professionals. You agree to consult with your health care provider for any specific health care problems you may have. In addition, you understand that any information I share with you during our sessions is not to be considered a recommendation that you stop seeing any of your health care professionals or stop using prescribed medication, if any, without consulting with your health care professional, even if it appears that such medication or treatment is unnecessary after a Havening session. Always consult your licensed health care provider regarding your professional care. Never disregard professional medical or psychological advice or delay in seeking it. You are advised to seek professional advice as appropriate before making any health decision.

**Risks and Benefits**

It is important to understand that Havening may not be suitable for certain individuals and may induce
emotional and psychological discomfort or distress in some people. Generally, clients experience positive outcomes in using Havening. We will work together to achieve the best possible results for you. However, it is impossible to guarantee any specific results regarding your goals using Havening; I don’t know how you will personally respond to Havening, even from session to session.

In using Havening -- in our sessions together or on your own between sessions -- it is possible to experience some emotional distress and/or physical discomfort that can be perceived as negative. Unresolved memories may also surface, and emotional material may continue to surface after a Havening session which may be indicative of other issues or incidents that may need to be addressed. You agree to promptly inform me if you experience any emotional distress and/or physical discomfort during our work together, particularly between our sessions. In using Havening, it’s possible that previously vivid or traumatic memories may fade or disappear completely, which is typically a positive outcome. However, such an outcome could adversely impact your ability to provide legal testimony or to describe a traumatic incident with the same emotional impact as you may have been able to prior to using Havening. By participating in a Havening session or doing Self-Havening, you are accepting full responsibility for any emotional, mental, or physical responses you may have. We both have the right to terminate Havening at any time.

**Confidentiality**

As a Certified Havening Techniques Practitioner, our relationship is confidential. I cannot and will not tell anyone else what you have confided in me, or even that you are using my services, without your prior permission, except as provided by law and/or to discuss your wellbeing with my colleagues to enhance the Havening process. You may direct me to share information with whomever you choose, and you can change your mind and revoke that permission in writing at any time. However, please be advised that if any communications regarding our work together are conducted via technology -- e.g., over the phone (voice & texting), through videoconference (e.g. Zoom, FaceTime, Google Hangouts), and/or through email) -- it is not possible to guarantee the confidentiality of the information contained in those telephonic and/or electronic communications.

**Fees and Payment / Cancellations**

Payment in full is expected at or before each session. Payment may be made in cash; by check made out to Metamorphosis Havening LLC, or by Venmo to @Elena-Kindler. I do not accept any insurance at this time; to my knowledge, no health insurance plan currently covers or reimburses for Havening sessions.

Scheduling of appointments involves the reservation of time specifically for you. *Therefore, a minimum of 48-hour advance notice is required for rescheduling or canceling an appointment. The full fee may be charged for missed appointments or appointments cancelled less than 48 hours in advance.*

**Miscellaneous/Legal**

Any and all matters in dispute between the parties to this Agreement, whether arising from or relating to the Agreement itself, or arising from alleged extra-contractual facts prior to, during, or subsequent to the Agreement, including, without limitation, fraud, misrepresentation, negligence or any other alleged tort or violation of the contract, shall be governed by, construed, and enforced in accordance with the laws of State of New Jersey, without regard to conflicts of law doctrines and regardless of the legal theory upon which such matter is asserted. If any portion of this Agreement is held to be invalid, it is agreed that the balance of the Agreement shall continue in full force and effect. This Agreement may not be amended except in writing signed by both parties. No waiver by any party of any rights under this Agreement will be construed as a waiver of any other rights. If a court finds any provision of this Agreement is invalid or unenforceable as applied to any circumstance, then the remainder of this Agreement will be interpreted to best carry out the intent of the parties.

**Acknowledgment and Consent to Receive Services**

By signing this Agreement, you agree that I have disclosed to you sufficient information to enable you to decide to undergo or forgo the Havening services I offer. You have considered all of the above information and have obtained whatever information or professional advice you deem necessary to make an informed decision. You understand that your consent to our Havening sessions is given voluntarily, without coercion, and may be withdrawn in writing at any time in the future. You represent that you are competent and able to understand the nature and consequences of the proposed Havening sessions and agree to be personally responsible for the fees related thereto. Since Havening is a relatively new approach and the extent of its effectiveness, as well as its risks and benefits, are not fully known, you agree to assume and accept full responsibility for any and all risks associated with Havening. Further, you agree and understand that this Agreement is intended to be a complete and unconditional release of liability and assumption of risk to the greatest extent permitted by law.

By signing in the space provided below, you acknowledge that you have read and understood the foregoing and that you knowingly, voluntarily, and intelligently assume these risks and agree to fully release, indemnify, hold harmless and defend Metamorphosis Havening LLC, Elena Kindler, and its/herprincipals, associates, employees, agents, representatives, consultants, and volunteers from and against any and all claims of whatsoever kind or nature, which you, your family, or your representatives may have for any loss, damage, or injury arising out of or in connection with your Havening session(s) or Self-Havening.

Please sign a copy of this Client Agreement for Havening Services to acknowledge that you have read, understand, and agree to the terms of this document in its entirety and return it to me either by electronic mail or in person. Please retain a copy for your records. I will retain a copy for my confidential records.

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Client Name (Print)

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Client Signature Date Elena Kindler Date

 Certified Havening Techniques Practitioner