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Breland
COUNSELLING & CONSULTING
Saskatoon

Child & Youth Counselling Consent Form (Ages 5–17)

Breland Counselling & Consulting Ltd.

This form explains how counselling works for children and youth, who can give consent, confidentiality, and its limits, and what to expect.

Summary

Who can consent:	All applicable Legal Custodians must sign, unless the Youth is a Mature Minor who can consent independently. Consent can be withdrawn at any time.
Youth voice:	We ask the Youth to provide Assent whenever possible.
Limits of service:	We provide therapeutic counselling only; we do not provide forensic or court-related opinions, reports, or testimony.
Confidentiality:	Private, with exceptions for safety, legal reporting, and court orders.
Documentation:	Please provide any court orders or written custody/guardianship agreements.
Withdrawing consent:	You may withdraw consent prospectively at any time; it does not apply retroactively to services already provided.

Please read the full form before signing.

1. Definitions and Terminology

1.1 **"Child"** or **"Youth"** means the client aged 5–17 receiving counselling. In Saskatchewan, the age of majority is 18 .

1.2 **"Caregiver"** means any adult involved in the Child/Youth's care, which may include a parent, guardian, foster parent, or other support person participating in sessions as appropriate.

1.3 **"Legal Custodian"** means a parent, adoptive parent, guardian, or other person or authority legally appointed to make decisions for the Child/Youth (for example, by court order or statute). For clients under 18, consent for counselling is usually provided by a legal custodian.

1.4 **"Assent"** means the Child/Youth's developmentally appropriate agreement to participate in counselling, even where a Legal Custodian's consent is also required.

1.5 **"Mature Minor"** means a Youth who, following assessment by the Counsellor, has the capacity to understand the nature, purpose, reasonably foreseeable benefits/risks, and potential consequences of counselling, and who may provide independent consent.

1.6 **"Counsellor"** means the Breland Counselling & Consulting professional providing services.

2. Purpose and Voluntariness of Counselling

2.1 This form outlines how services are provided, how consent and confidentiality work, and the roles of Legal Custodians, Caregivers, Youth, and Counsellors. Counselling is a voluntary process.

2.2 You may withdraw consent at any time by written notice to the Practice; withdrawal operates prospectively only and does not affect services already provided or information already disclosed in accordance with this form and applicable law.

3. Legal Authority to Consent

3.1 General rule: All applicable Legal Custodians must provide written consent before counselling begins where there is joint or shared decision-making authority.
3.2 Documentation required:

(a) Joint/shared custody: Provide written documentation of custody arrangements (for example, court order or written agreement).

(b) Sole custody/decision-making: Provide documentation confirming sole legal decision-making authority.

(c) Any restrictions: Provide any orders or agreements limiting access to information or decision-making.

3.3 Disagreements: If joint Legal Custodians do not agree, counselling will not proceed unless both consent or a court order grants decision-making authority to one custodian.

3.4 If only one Legal Custodian can be reached: The Practice will make reasonable efforts to contact all applicable Legal Custodians using the contact information provided. If after reasonable documented efforts only one can be reached and there is evidence of sole

decision-making authority, services may proceed. If authority appears joint/shared, services will be paused until applicable consent or a court order is provided.

4. Youth Assent and Capacity (Mature Minor)

4.1 Youth participation: The Counsellor seeks the Child/Youth's Assent in a developmentally appropriate manner.

4.2 Capacity assessment: The Counsellor assesses a Youth's capacity to consent independently based on the Youth's understanding of the nature, purpose, and possible impacts of counselling. The assessment may consider factors including the Youth's ability to appreciate benefits/risks, alternatives, potential consequences of sharing or withholding information, and the stability/consistency of their decision-making.

4.3 Independent consent: Where a Youth is assessed as capable (a Mature Minor), the Youth may consent independently to counselling. The Counsellor will document the capacity assessment and the basis for the conclusion.

4.4 Confidentiality with Mature Minors: Confidentiality practices will be discussed clearly with the Youth and, where appropriate, with Caregivers.

5. Nature and Scope of Counselling

5.1 Therapeutic services: Counselling may include conversation, play-based approaches, creative activities, and other supportive methods suitable to the Child/Youth's needs and age

5.2 Benefits and discomforts: Counselling can support emotional regulation, problem-solving/coping, relationships, and self-understanding/confidence. Exploring difficult experiences may feel uncomfortable; there are no guarantees of outcomes.

5.3 Caregiver involvement: Caregivers may be invited to participate in some sessions or consultations, and a caregiver-only intake is required before counselling begins unless otherwise agreed.

6. Court-Related Boundaries (Limits of Service)

6.1 Non-forensic role: Services are therapeutic, not forensic, evaluative, or investigative.

6.2 No court opinions or testimony: The Practice and its Counsellors do not provide assessments, opinions, letters, reports, affidavits, summaries, or testimony to influence family law, custody, access, or court proceedings.

6.3 No participation in legal disputes: Counsellors will not participate in interviews, consultations, or communications intended to support or oppose a party in a legal dispute involving custody or access.

6.4 Referrals: If court-ordered assessments or parenting evaluations are required, families will be referred to appropriately qualified professionals who provide those services.

7. Confidentiality, Privacy, and Records

7.1 General rule: Counselling is private and confidential.

7.2 Limits of confidentiality: Information may be disclosed without consent when:

(a) There is concern about the Child/Youth's safety or the safety of others.

(b) There is suspected abuse or neglect and reporting is legally required.

(c) Records are required by law or court order.

7.3 Caregiver updates: When appropriate, the Counsellor may share general themes, observations, and recommendations with Caregivers rather than session details. Confidentiality practices will be explained to Caregivers and the Child/Youth at the start of services.

7.4 Records: Counselling records are maintained in accordance with professional standards and applicable law. Records are stored securely for indefinitely. You may request access in writing, subject to limits in law and to protecting third-party confidentiality.

7.5 Electronic communication: Email, texting, video, and other electronic tools carry privacy and security risks (for example, interception, mis-delivery, unauthorized access). By providing electronic contact information, you acknowledge these risks. You may opt out of electronic communication by informing the Practice in writing. The Practice uses reasonable safeguards but cannot guarantee absolute security.

8. Emergencies and After-Hours

Breland Counselling & Consulting is not an emergency service. If you are in crisis, please call 911, visit the nearest hospital emergency department, or contact a crisis line. Saskatchewan Crisis Line: 306-764-1011.

9. Indemnity, Liability, and Disclaimers

9.1 Not medical care: Counselling services are not a substitute for medical care, diagnosis, or psychiatric treatment. You agree to seek appropriate medical attention as needed.

9.2 No guarantees: Outcomes are not guaranteed. There are no guarantees of specific outcomes.

9.3 Indemnity: To the fullest extent permitted by law, the undersigned Legal Custodian(s) agree to indemnify and hold harmless Breland Counselling & Consulting LTD. and its Counsellors from claims, demands, or liabilities arising from (a) inaccurate or incomplete information provided by the undersigned, (b) the undersigned's breach of this form, or (c) use or disclosure of information in accordance with this form and applicable law. This clause does not limit liability that cannot be excluded by law.

9.4 Limitation: To the fullest extent permitted by law, the Practice's liability is limited to the fees paid for the session(s) giving rise to the claim, excluding fraud, wilful misconduct, or liability that cannot be limited by law.

9.5 Withdrawal of consent: Withdrawal is prospective only and does not undo services already provided or disclosures already made in accordance with this form and law.

10. Digital Signatures and Accessibility

10.1 Digital option: This form may be executed using a secure electronic signature platform accepted by the Practice.

10.2 Accessibility: The Practice aims to provide forms in clear language, readable font size and contrast, and alternative formats upon request. Please advise of any accessibility needs.

11. Ending Services

11.1 Counselling may be ended at any time by the Caregiver, Youth, or Counsellor . A closing session is recommended to support transition. When possible, a closing session is recommended to support thoughtful transition and closure .

12. References and Foundations

12.1 This document reflects current Saskatchewan consent principles, ethical standards, and established guidance on counselling with minors and is intended to support clarity, dignity, shared responsibility, and child-centred decision-making .

12.2 This consent form is informed by Saskatchewan legislation, case law, and professional ethical guidance, including the sources listed in the Practice's reference materials .

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Acknowledgement and Agreement

Child / Youth Name: _____

Date of Birth: _____ Age: _____

Counsellor: _____

By signing below, I/we confirm that:

- I/we are the legal custodian(s) authorized to consent to counselling;
- I/we have read and understood this form;
- I/we have had the opportunity to ask questions;
- I/we consent to counselling services for the child or youth named above.

This consent is valid for 12 months from the date of signature unless withdrawn earlier in writing.

Legal Custodian Signatures

Legal Custodian #1 (Print Name): _____

Signature: _____ Date: _____

Legal Custodian #2 (Print Name): _____

Signature: _____ Date: _____

Youth Acknowledgement (When Appropriate)

I understand what counselling is and agree to take part.

Youth Signature: _____ Date: _____