TERMS AND CONDITIONS OF USE
OF COPYRIGHT PROTECTED CONTENT

TO PROCEED AND USE THE CONTENT IN THE LIBRARY

YOU MUST AGREE TO THE TERMS AND CONDITIONS

This waiver will cover the necessary legal and ethical grounds. It's crucial to ensure that I am safeguarded against any liabilities while also being clear and transparent with my clients. Being explicit about the limitations of the shared content is especially important so that you will have appropriate expectations and make informed decisions about your mental health.

As a mental health professional, I understand the profound impact that psychological well-being has on overall health. Creating a safe environment for exploration and learning is an essential aspect of any psychoeducational offering. By setting clear boundaries and expectations through documents like this waiver, I am contributing to the creation of such a safe space.

Material and Content Organization

I have organized the content in a way to present the material and content separately, in order of topics. In this way, you have the chance to learn about each topic, each model, each theory, each idea, and each creator or author. It is my hope that one or more of the different perspectives will resonate with you.

It is well known that people learn better and retain knowledge when several methods are utilized. You are more likely to commit that event or experience to your memory.

1. **Emotional influence**: When something you are learning elicits an emotional response, that emotion can be fear, anxiety, sadness, joy, disgust, or anger.
2. **Interesting topics:** When something is presented in novel ways, engaging enough without being over-stimulating, and you are genuinely interested in knowing more about it.
3. **Redundancy:** When you are presented with the information several times, and from different perspectives
4. **Simplicity:** When information is presented in a way that is easy to comprehend, easy to learn, and not difficult to follow the flow of the presentation.
5. **Engagement:** When you are asked to reflect and write responses after each lesson, or if you are learning by doing, "hands-on" learning.
6. **Low Anxiety:** When there are no tests or quizzes, only active discussion or reflection to measure learning objectives.

7. **Practice:** When you put that education into practical application as soon after you learn it as possible, and keep practicing, making it a daily habit.

Although it is outside the scope of my professional practice and realm of knowledge, there are other factors that influence how well you retain, remember, and recall information, including the following: hygiene, organization, sleep, nutrients, digestive system health, water, daylight, and exercise.

Psychoeducational Materials:

Some of the material in the client account portal, including the handouts, worksheets, chapters, lessons, exercises, activities, and courses are adapted from copyright protected material and only for educational use by clients of James Fitzgerald, LCMHC and the Health & Wellness plan guide Strengthening Your Conscious Self.

The information presented in the psychoeducational materials is intended for educational and informational purposes only. It should not be construed as a substitute for professional medical advice, diagnosis, or treatment. The opinions, perspectives, and recommendations offered within the materials reflect current understandings and best practices in the field of mental health and psychology, but they do not replace the specialized expertise and judgment of healthcare professionals involved in the care of individual patients. Please use the materials while under the care of a competent practitioner who is familiar with the integrated models. and theories

Limits of Liability

The facilitators, authors, and producers of the content in this portal make no warranties, either express or implied, regarding the efficacy or appropriateness of the methods, strategies, or interventions discussed in the content shared for any individual or group. By using the content and materials, you acknowledge that the facilitators, authors, and producers are not liable for any injuries, losses, or damages, that may result from the application of the advice or strategies presented herein.

Waiver of Liability

Neither the facilitators, authors, producers, nor any affiliated entities shall be held liable for any direct, indirect, incidental, consequential, or exemplary damages resulting from the use of or reliance upon the information contained in this portal. This includes but is not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses (even if the parties have been advised of the possibility of such damages). By choosing to participate in and engage with the psychoeducational materials, you expressly waive any claims against the facilitators, authors, producers, and any affiliated entities for any liability arising out of the use or misuse of the information presented in this portal. You also acknowledge that you are participating in lessons and activities voluntarily and that you assume any and all risks associated with such participation.

Mental Health and Emotional Safety

You are solely responsible for your actions and interpretations arising out of the information presented in the material shared on this portal, and you should always exercise sound judgment and consult with qualified healthcare providers for diagnosis and treatment when appropriate. The authors and content creators - including the administrator of this portal - discuss matters and behaviors that may activate parts of your subconscious and could possibly trigger any number of sympathetic nervous system responses.

The authors and content creators discuss self-harming actions, eating disorders, abuse, and intimate partner conflicts in order to provide context and examples. Inevitably, you might feel triggered by the materials or content, either through memories of trauma, and/or by the spiritual nature of some of the approaches. If you experience any overwhelming distress or the material does not resonate with you, please stop until we have had a chance to process these reactions and your concerns.

Governing Law and Jurisdiction

Any claim relating to the course materials shall be governed by the laws of the State in which the course is being offered, without regard to its conflict-of-law principles. The attendees agree to submit to the personal jurisdiction of said courts for any related disputes.

Permissions:

The copyright protected books, chapters, lessons, materials, and content are used with permission of the authors and publishers, and in addition to using the materials with therapy clients, they are also a part of the health and wellness program "Strengthening Your Conscious Self." I am only allowed to share the material with my clients privately and confidentiality.

Personal Use:

The materials stored in your client account portal are for your confidential personal use only. This agreement applies to many of the documents, forms, lessons, photos, handouts, worksheets, and exercises, as well as some of the modules and courses.

Workbook exercises and Worksheets are labeled as [Worksheet]. Handouts, Articles, Book Chapters, Photos, and Documents may be labeled as [Handout]. Lessons adapted from handouts are labeled as [Lesson] and exercises adapted from workbooks or worksheets are labeled as [Activity]. Courses and Masterclasses are described in this portal as such.

Agreement to the Terms:

In agreeing to these terms and conditions of use, you attest that you will not distribute, or electronically share the content from this portal. You agree that if you print the documents and activities, it will be solely for your personal use.

The material is generously provided to you by James Fitzgerald, MS, NCC, LCMHC, the portal's administrator. The only exception to the copyright rules are your personal thoughts written in reflections and the lesson exercises you complete. You may of course, download or print the completed exercises and journal entries if you choose.

I agree and attest:

- ✓ I understand that this form protects and releases my therapist from copyright infringement liability.
- ✓ I will work with a trained therapist familiar with the approaches outlined in the portal documents and forms.
- ✓ I am using the information provided by the clinician for my own personal use as an adjunct to therapy sessions.
- ✓ I agree that I will not copy, distribute, share, or sell the electronic copyright-protected materials (of the respective authors)
- ✓ I agree that I will not copy, distribute, share, or sell the printed copyright-protected materials (of the respective authors)
- ✓ I agree to stop any activity if I become concerned about my emotional, physical, and/or mental safety.
- ✓ I understand the materials and content do not qualify as professional advice, treatment, or care and are for educational purposes only.
- ✓ I understand that documents and forms I complete through the portal become part of my clinical treatment care and medical records.
- ✓ I have read, understood, and agree to the items contained in this document, and agree to sign electronically.