

Cynthia Horacek, M.S. , B.C.E.T.S.
Marriage and Family Therapy License #MFC 35890
Board Certified Expert in Traumatic Stress
Diplomat, American Academy of Experts in Traumatic Stress

30423 Canwood St. Suite 129
Agoura Hills, California 91301
(818) 706-1055

INFORMED CONSENT FOR MEMORY WORK

The nature of memory: Memory is imperfect, whether or not hypnosis is used. Memory is not like a tape recorder, and rarely will all the details of any recollection be fully accurate. People have been shown to be capable of filling in gaps in memory, of distorting information, and of being influenced in what is “remembered” by leading questions or suggestions. Our memories may sometimes be influenced through reading, movies, TV or conversations. Thus, research has shown that there is no guarantee that information remembered through hypnosis (or through ordinary recall) is factually accurate. On the other hand, information that is remembered through hypnosis may in fact be accurate, but the only way to know with certainty whether something recalled under hypnosis is accurate is to obtain independent corroboration. Thus, if you should remember something under hypnosis, regard this information as simply one more source of data awareness. Such further data would simply be information to be weighed and evaluated in therapy along with what you already consciously know. Memory and hypnosis researchers agree generally that it is inappropriate to confront someone in or out of court based solely on information retrieved under hypnosis.

Potential legal issue: In many jurisdictions, courts have held that a person who has been hypnotized cannot testify in court about anything remembered during or after hypnosis. Consequently, if you consent to hypnosis, there is a possibility that anything you remember, once the hypnosis begins, will not be admissible in a court of law. The only way to fully protect your potential right to testify is to forego the use of hypnosis. If you believe that there is some reason to anticipate that memories retrieved by hypnosis might have legal consequences, please inform me immediately.

Statement of choices: The reasons for the use of hypnosis in my therapy have been explained to me. I have also been given an explanation of the options available to me should I decline to give my informed consent. I have been provided with an explanation of the nature of hypnosis, the myths about it, the fact that sometimes exploratory hypnotic procedures may create emotional distress and my questions have been answered.

Release from liability: The potential legal problem has been explained to me, and I understand that, because of the rulings of some legal authorities, there may be limitations placed on my ability to rely on my recollections after hypnosis for purposes of litigation. For example, there is a possibility that anything I remember, once the hypnosis begins, may not be admissible in a court of law. I acknowledge that I have been advised that if I have any concerns about the legal consequences of hypnosis, that I should consult with my own attorney prior to the use of hypnosis. I hereby agree, freely and voluntarily, to undergo hypnosis. I further agree to release and hold harmless Cynthia Horacek, M.F.T. from any claims or liabilities arising from the use of or inability to use my recollections, Cynthia Horacek’s notes about my therapy sessions, or any other limitations on testimony by myself or Cynthia Horacek. In consenting to hypnosis, I hereby agree that I do not have a cause of action against Cynthia Horacek based on her professional and competent use of hypnosis with me.

Signed: _____

Date: _____