

DR. GAIL KALIN

HYPNOSIS: LEGAL CONSEQUENCES

INFORMED CONSENT

The Nature of Hypnosis. 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. For example, 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 so remembered through hypnosis may in fact be accurate. But, the only way one may know definitively 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 that cannot be relied on as more accurate or necessarily superior to material already in conscious awareness. Such further data would simply be information to be weighed and evaluated in therapy along with what you already consciously know.

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 the hypnosis. Consequently, if I consent to hypnosis, there is a possibility that anything I remember once the hypnosis begins will not be admissible in a court of law. The only way to fully protect my potential right to testify is to forego the use of hypnosis.

Release from Liability. 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 hypnosis begins, may not be admissible in a court of law. I acknowledge that Dr Gail Kalin has advised me 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 Dr Gail Kalin from any claims or liabilities arising from the use of or inability to use my recollections, the therapist’s notes, audiotapes, or videotapes of therapy sessions, or any other limitations on my or the therapist’s testimony in a courtroom or forensic setting. In consenting to hypnosis, I hereby agree that I do not have a cause of action against Dr Gail Kalin based on her/his professional and competent use of hypnosis with me.

(Patient’s Signature)

(Date)