

**DSWD OPINION NO. 17 S. 2024**DRN: LS-L-LO-23-09-52060-C**MEMORANDUM**

**FOR : DIRECTOR MIRAMEL G. LAXA**  
Program Management Bureau

**FROM : THE ASSISTANT SECRETARY FOR GASSG AND**  
**CONCURRENT OFFICER-IN-CHARGE, LEGAL SERVICE**

**SUBJECT : THE USE OF WAIVER FORM FOR CLIENTS WHO REQUEST**  
**VOLUNTARY DISCHARGE FROM HAVEN FOR WOMEN**

**DATE : 14 FEBRUARY 2024**

This pertains to your MEMORANDUM,<sup>1</sup> requesting for a legal opinion on the use of waiver forms by victim-survivors who request to be voluntarily discharged from Haven for Women. Specifically, you inquired *“if it is legal to use such form with a woman survivor who is already 18 years old and above, and if such form is significant and/or will have an implication on the manner of discharge of the client”*.

These waiver forms indicate the victim-survivor’s intention to discontinue availing the programs and services offered by the Haven for Women. Upon request, your focal person forwarded a copy of the **WAIVER FORM**<sup>2</sup> on 12 October 2023.

Kindly see our comments and observations on the legal issues raised by your office:

**1. LEGALITY OF THE USE OF A WAIVER FORM SIGNED BY AN 18 YEAR-OLD VICTIM-SURVIVOR IN FAVOR OF THE HAVEN FOR WOMEN.**

Under **Article 6 of the New Civil Code of the Philippines**<sup>3</sup>, as a general rule, rights may be waived, thus:

*“Article 6. Rights may be waived, unless the waiver is contrary to law, public order, public policy, morals, or good customs, or prejudicial to a third person with a right recognized by law.” (Emphasis Supplied)*

In relation to the programs and services provided to a victim-survivor, including residence at the Haven for Women, Item VIII, Phase 5 of DSWD Administrative Order No. 14, Series of 2012<sup>4</sup> (**“GRCM Guidelines”**) likewise permits the use of a waiver duly signed by the victim-survivor to close and terminate the “healing relationship” even before attaining the placement objectives, *thus*:

**VIII. The GRCM Approach**

**X X X**

<sup>1</sup> The Memorandum was officially received by the Legal Service on 05 September 2023 and hereto attached as ANNEX “A”.

<sup>2</sup> ANNEX “B”.

<sup>3</sup> Rep. Act No. 386.

<sup>4</sup> *Guidelines on the Institutionalization of Gender Responsive Case Management (GRCM) as a Practice Model in Handling Violence Against Women (VAW) Cases*

**Phase 5. Closure/Termination and Follow-Up**

**Conditions for Closure/Termination**

X X X

**4. The survivor decides to end the relationship even before reaching the objectives.**

**How to conduct closure and follow-ups:**

X X X

**3. When an *adult* survivor wants to terminate the helping relationship even with unmet objectives, the social worker should explain the possible consequences of such a decision. Should the worker and survivor agree, they may put the agreement into writing e.g. waiver terminating the helping relationship to legitimize her decision. (Emphasis Supplied)**

Thus, the above-mentioned law and the DSWD GRCM Guidelines acknowledge the legality of the use of a waiver by a victim-survivor who no longer wish to avail of the services of the Haven for Women. In connection with this, the Social Worker should have explained the possible consequences of terminating or ending the healing relationship in a language known and understood by the victim-survivor. In this manner, the burden of proving the validity of the waiver of rights is satisfied.

In the recent case of *Valderama v. Macalde*<sup>5</sup>, the Supreme Court cited the three (3) essential elements of a valid waiver, to wit: "(a) existence of a right; (b) the knowledge of the existence thereof; and, (c) an intention to relinquish such right."

Hence, the waiver should be couched or drafted in simple language and terms, and its contents are explained to the victim-survivor who decides to sever the relationship after explaining the consequences.

**2. IMPLICATION OF THE USE OF A WAIVER FORM IN THE DISCHARGE OF VICTIM-SURVIVORS.**

Under the above-cited GRCM Guidelines, the victim-survivor's execution of a valid waiver and the Haven for Women's acceptance thereof will result in the **termination of the "healing relationship"**. Such instrument shall serve as a **documentary evidence** that the victim-survivor has **voluntarily, knowingly and intelligently relinquished her rights** to receive help under the pertinent programs of the Haven for Women, including her placement in a residential facility, and that she is sufficiently aware of the possible consequences of such voluntary discharge.

We highly recommend for the Haven for Women to ensure the **full documentation** of the closure process via voluntary discharge, and to continue the practice of having the victim-survivor sign a waiver or any relevant instrument in case of voluntary discharge, in accordance with the GRCM Guidelines.

In relation to this, we would like to reiterate that the ***use of waiver form is valid provided that it is not contrary to law, public order, public policy, morals, or good customs,***

<sup>5</sup> G.R. No. 165005, September 16, 2005, 470 SCRA 168

**or prejudicial to a third person with a right recognized by law<sup>6</sup>.** Provided also, that all essential requisites of a valid waiver are present<sup>7</sup>.

We have reviewed the furnished **WAIVER FORM** and suggested further enhancements to ensure full release from liability in favor of the Haven for Women. For this purpose, please see the attached Sample **WAIVER<sup>8</sup>** that the Haven for Women may use or improve on, in cases of voluntary discharge by the victim-survivor. Please be informed that the Sample Waiver should not be limited to the language used in the draft and that the Haven for Women is given the discretion to use Tagalog or other dialect that the victim-survivor is familiar with and extensively understands. Further, please be informed that there will be possible costs on the execution of the waiver, in the event that the victim-survivor decides to terminate the helping relationship such as, the costs of the notarization of the waiver form which shall be at the expense of the affiant.

In view of the foregoing, we respectfully submit to the sound discretion of your office in guiding the residential facilities under your supervision relative to the above comments and observations, as applicable.

Please note that the above legal guidance is based only on the information and documents submitted. A different or elaborated set of facts may result in a different legal opinion.

Kindly fill out the attached Customer Feedback Form and return it to the Legal Service.

For your information and guidance.

Thank you.

  
**ATTY. GINA V. WENCESLAO**

MCMUG/ESQUE/10065  


Approved by:

  
**ATTY. EDWARD JUSTINE R. ORDEN**  
Undersecretary for GAS&G

<sup>6</sup> Article 6 of the New Civil Code of the Philippines

<sup>7</sup> Ibid.

<sup>8</sup> ANNEX "C".