

# **Program Agreement**

	During the coming months, you will learn wa d the following. If anything is unclear, please		ier diet and lifestyle.
	ment is made today between the Coach of t [the Client]. The Client understands the para		at the end of this
•	Two 50-minute appointments each month to and 12 sessions for 6 months. Or the client depending on the frequency the client need	nt can choose to meet every week fo	
•	A variety of handouts, recipes, suggested by appropriate.	pooks, suggested CDs, and other m	aterials when
•	As a client, I understand that I may be coac requested or rejected of my own free choice		These services may be
•	I understand that health coaching is a relat creation/development of personal goals an those goals. Health coaching is an excelle decisions can be made.	d to develop and carry out a strateg	y/plan for achieving
•	I understand that I am fully responsible for choices and decisions.	my well-being while being coached	to include my own
•	I understand the coach is not a counselor of am currently in therapy, I have consulted		
•	I acknowledge that I have either had a phy permission to participate or that I have dec equipment without the approval of my phys injury from such participation and activities	ided to participate in physical activity sician and do hereby assume all resp	y and /or use of exercise
keeping the time. If the otherwise,	ING ach, I understand that my clients have busy em longer than planned. Each session will el Client needs to cancel or reschedule the ap the Client will forfeit that appointment and w ession can be rescheduled.	nd 50 minutes after it was scheduled pointment, the Client must do so <b>24</b>	d to begin. Please be on hours in advance;
Program be	egins	and ends	_ ("End Date")
This progra	ım expires if all sessions have not been com	pleted within two months after the E	End Date specified

above.



## **Program Agreement**

#### PAYMENTS AND REFUNDS

The client agrees to pay the full amount of cost of the program the client chooses. However, options are available that we will go over together at our first meeting.

In the event of the Client's absence or withdrawal, for any reason whatsoever, the Client will remain responsible for the pro rata share of the program that has been delivered, plus a cancelation fee of \$50.00.

The Coach reserves the right to cancel the program if at any point she or he feels it is not advantageous for the coaching program to continue. If this happens, the Client is only responsible for the pro rata share of coaching services received.

### **DISCLAIMERS**

The Client understands that the role of the Health Coach is not to prescribe or assess micro- and macronutrient levels; provide health care, medical or nutrition therapy services; or to diagnose, treat or cure any disease, condition or other physical or mental ailment of the human body. Rather, the Coach is a mentor and guide who has been trained in Integrative health coaching to help clients reach their own health goals by helping clients devise and implement positive, sustainable lifestyle changes. The Client understands that the Coach is not acting in the capacity of a doctor, licensed dietician-nutritionist, psychologist or other licensed or registered professional, and that any advice given by the Coach is not meant to take the place of advice by these professionals. If the Client is under the care of a health care professional or currently uses prescription medications, the Client should discuss any dietary changes or potential dietary supplements use with his or her doctor, and should not discontinue any prescription medications without first consulting his or her doctor.

The Coach is a Wellness Advocate with DoTERRA essential oils. The coach can help client understand uses of essential oils when asked, but by no means does the client have to purchase any oils whatsoever during or after the health coaching.

The Client has chosen to work with the Coach and understands that the information received should not be seen as medical or nursing advice and is not meant to take the place of seeing licensed health professionals.

#### PERSONAL RESPONSIBILITY AND RELEASE OF HEALTH CARE RELATED CLAIMS

- I, the client, acknowledge that the I take full responsibility for my life and well-being, as well as the lives and well-being of the Client's family and children (where applicable), and all decisions made during and after this program. I, the client, am responsible for my own results.
- I understand I can withdraw at any time by notifying my coach via phone or email.
- I am aware that health coaching will take place either over the phone, online or in person at mutually agreed upon dates and times.
- I understand that coaching is its own unique process that draws upon strategies for goal attainment and my health coach will guide me towards reaching my health and wellness goals.
- I am aware that coaching results cannot be guaranteed.
- I agree that it is my responsibility to tell my coach what works and what does not work, and to be honest about how I would like to be coached.

The Client expressly assumes the risks of the Program, including the risks of trying new foods or supplements, and the risks inherent in making lifestyle changes. The Client releases the Coach from any and all liability, damages, causes of action, allegations, suits, sums of money, claims and demands whatsoever, in law or equity, which the Client ever had, now has or will have in the future against the Coach, arising from the Client's past or future participation in, or otherwise with respect to, the Program, unless arising from the gross negligence of the Coach.



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#### CONFIDENTIALITY

The coach agrees to implement and abide by HIPAA confidentiality laws aimed at protecting the client's data. The Coach will keep the Client's information private, and will not share the Client's information to any third party unless compelled to by law or given authorization by client to discuss or share records with their health care provider involved in clients care, or if the coach feels there is serious threat to the clients health or safety or that of others or cause to suspect the potential for harm to children.

## ARBITRATION, CHOICE OF LAW, AND LIMITED REMEDIES

In the event that there ever arises a dispute between Coach and Client with respect to the services provided pursuant to this agreement or otherwise pertaining to the relationship between the parties, the parties agree to submit to binding arbitration before the American Arbitration Association (Commercial Arbitration and Mediation Center for the Americas Mediation and Arbitration Rules). Any judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Such arbitration shall be conducted by a single arbitrator. The sole remedy that can be awarded to the Client in the event that an award is granted in arbitration is refund of the Program Fee. Without limiting the generality of the foregoing, no award of consequential or other damages, unless specifically set forth herein, may be granted to the Client.

This agreement shall be construed according to the laws of the State of Oregon. In the event that any provision of this Agreement is deemed unenforceable, the remaining portions of the Agreement shall be severed and remain in full force.

If the terms of this Agreement are acceptable, please sign the acceptance below. By doing so, the Client acknowledges that: (1) he/she has received a copy of this letter agreement; (2) he/she has had an opportunity to discuss the contents with the Coach and, if desired, to have it reviewed by an attorney; and (3) the client understands, accepts and agrees to abide by the terms hereof.

Client name	Signature	Date	
(print)		_	