

Welcome. During the coming six months, you will learn ways to help yourself achieve a healthier diet and lifestyle. Please read the following. If anything is unclear, please ask.

This Agreement is made today between the Coach of the Program and the person named at the end of this document, [the Client]. The Program in which you are about to enroll will include all of the following:

- A. Two 50-minute group coaching appointments each month for six months, which will include group discussions on nutrition, lifestyle, and wellness topics, recommendations, and a full set of notes.
- B. Monthly special events like teleclasses, group seminars and/or workshops related to health and wellness.
- C. A variety of handouts, recipes, books, CDs, food samples and other materials.
- D. An invitation for guests to attend special events.

SCHEDULING

I understand that my clients have busy schedules and I take pride in not keeping them waiting or keeping them longer than planned. Each session will end 50 minutes after it was scheduled to begin. Please be on time. If the Client needs to cancel attendance for a session, the Client will not be reimbursed for the missed session nor can the Client make up a group session. The Client is able to schedule a one-on-one session with the Coach at an extra cost to make-up for missed group sessions, if the Client chooses.

Program begins _____ and ends _____ (“End Date”)

This program expires when all 12 sessions have been completed within the specified time frame above.

PAYMENTS AND REFUNDS

The Client understands that the regular cost of the Program is \$--- per month for six months. Upon commencement of the Program, the full amount of \$--- is due and must be paid in full. However, in order to help the Client afford this Program, the Client may pay the Program Fee in monthly installments by credit card or a series of post-dated checks. If the Client selects to pay in full, then the cost shall be reduced by another \$--- (for a total cost of \$---).

In the event of the Client's absence or withdrawal, for any reason whatsoever, the Client will remain fully responsible for the unpaid balance of the Program. Under no circumstance will the Coach refund any payments made by the Client. [Or insert your refund policy or program guarantee here] By signing this Agreement, the Client agrees to be legally obligated to pay the full amount of this Program.

DISCLAIMER OF HEALTH CARE RELATED SERVICES

The Coach encourages the Client to continue to visit and to be treated by his/her healthcare professionals, including, without limitation, a physician. 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. Accordingly, the client understands that the Coach is not providing health care, medical or nutrition therapy services and will not diagnose, treat or cure in any manner whatsoever any disease, condition or other physical or mental ailment of the human body.

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 certainly not meant to take the place of your seeing licensed health professionals.

PERSONAL RESPONSIBILITY AND RELEASE OF HEALTH CARE RELATED CLAIMS

The Client acknowledges that the Client takes full responsibility for the Client's 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.

The Client expressly assumes the risks of the Program, whether or not such risks were created or exacerbated by the Coach. The Client releases the Coach, his/her heirs, executors, administrators and assigns, its officers, directors, shareholders, employees, teachers, lecturers, agents, health coaches and staff (collectively, the Releasees) from any and all liability, damages, causes of action, allegations, suits, sums of money, claims and demands whatsoever, in law, admiralty or equity, which against the Releasees, the Client ever had, now has or will have in the future against the Releasees, 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 Releasees.

CONFIDENTIALITY

The Client acknowledges the Coach will keep all information exchanged during the program sessions in strict confidentiality. Additionally, the Client is aware that the Coach is prohibited from disclosing protected healthcare information, except upon written authorization by the Client. The Client further agrees to maintain strict confidentiality of other group members.

CHOICE OF LAW, ARBITRATION AND LIMITED REMEDIES

This agreement shall be construed according to the laws of the State of [your state]. 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. In the event a dispute arises between the parties, either arising from this Agreement or otherwise pertaining to the relationship between the parties, the parties will 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.

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.

Coach name _____ Signature _____ Date _____

Client name _____ Signature _____ Date _____