



## Program Agreement ~ Kiersten Spain Wellness

### SCHEDULING

As your Coach, 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 60 minutes after it was scheduled to begin. Please be on time. If the Client needs to cancel or reschedule the appointment, the Client must do so 24 hours in advance; otherwise, the Client will forfeit that appointment and will not have an opportunity to reschedule it.

### 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 holistic 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 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

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, 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.

### CONFIDENTIALITY

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.

### 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. A single arbitrator shall conduct such arbitration. 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 New York. 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.

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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 \_\_\_\_\_