

# PROGRAM AGREEMENT

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.

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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 in will include all of the following:

- A. Two 50-minute appointments each month for six months, which will include a discussion of your progress, 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.
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## **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 50 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.

Program begins \_\_\_\_\_ and ends \_\_\_\_\_ (“End Date”)

This program expires if all 12 sessions have not been completed within two months after the End Date specified above.

## **PAYMENTS AND REFUNDS**

The Client understands that the regular cost of the Program is \$195 per month for six months. However, registration today reduces that cost to \$150 per month. Payments of \$150 are due on the first meeting of each month, and may be made by credit card or check. If the Client selects to pay the full cost of the program today, the cost shall be reduced by another \$100 (for a total cost of \$800).

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 cancellation fee of \$50.

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 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**

All disputes arising out of or in connection with the present Program Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

Client name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Coach name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_