

Consultation Agreement

It is a pleasure to welcome you as a Cultivating Health Client. You will learn ways to help yourself achieve a healthier lifestyle. Please read the following. If anything is unclear, please ask.

This Agreement is made today between Cultivating Health [the Coach], and the person named at the end of this document, [the Client]. Your services will include the following:

- One hour and a half Consultation, which will include an evaluation of your health and a holistic health plan that includes recommendations and a full set of notes
 - Mutually agreed upon one hour follow-up Consultation(s) to be determined by the Coach and the Client
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SCHEDULING

The Coach understands that the Client may have a busy schedule and takes pride in not keeping them waiting or keeping them longer than planned. Each session will end an hour after it was scheduled to begin except for the initial one and a half hour evaluation. 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. The Coach is happy to reschedule the appointment for an additional session fee.

PAYMENTS & REFUNDS

The Client understands that the cost of the initial one and a half hour evaluation is \$150. Payment is due at the time of the appointment. Each one hour follow-up appointment is \$100. The Client may elect to pay with cash, a check or a major credit card through Cultivating Health's Paypal or Google Checkout services; however, the Client will be assessed any credit card related transaction fees.

Under no circumstance will the Coach refund any payments made by the Client. By signing this Agreement, the Client agrees to be legally obligated to pay the full amount of each Consultation.

The Client may elect to enroll in a Personalized Health Coaching Program after the initial evaluation and will sign a new Agreement and be responsible for the difference based on the Program selected.

CONFIDENTIALITY STATEMENT

Your privacy is important. All information provided and interactions between the Coach and the Client will be kept strictly confidential unless required by law (Emergency Commitment, Child Protective Services, Adult Protective Services, Duty to Warn Laws, etc.).

DISCLAIMER OF HEALTH CARE RELATED SERVICES

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.

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, massage therapist, 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.

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 the initial and follow-up Consultations.

The Client expressly assumes the risks of the Consultation(s), whether or not such risks were created or exacerbated by the Coach. These risks may include, but are not limited to: a healing crisis, allergic reactions, indigestion, fatigue, headaches, migraines, sinus problems, bowel irregularities, stomach cramps, rashes, joint pain and excess mucus production. The Client releases the Coach, his/her heirs, executors, administrators and assigns, its employees, advisors, teachers, partners, health coaches, nutritional consultants, food educators 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 Consultation(s), unless arising from the gross negligence of the Releasees.

CHOICE OF LAW, ARBITRATION AND LIMITED REMEDIES

This Agreement shall be construed according to the laws of the State of Maryland. 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 Consultation(s) 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. This Agreement expresses the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements, commitments and understandings.

Kim Rush Lynch

Coach Name

Coach Signature

Date

Client Name

Client Signature

Date