

## **PROGRAM AGREEMENT/WAIVER**

### **PAYMENTS AND REFUNDS**

The Client understands that the fees associated with your wellness program are: \$150 for the Initial 90-minute Consultation, \$135/1 hr. session, \$75 for 1/2 hr. session and \$75/each Zone adjustment. Zone sessions must be in-office. Nutrition sessions can be in-office, phone or Zoom. In-home visits may be scheduled and a trip fee applied for travel beyond a 10-mile radius of San Antonio proper. Payments may be made by check, CC (MC, Amex, Visa, Disc), HSA cards or Zelle. **A \$20 cancellation fee will be charged for same day cancellations.**

The client understands that the journey toward optimal health is a process that takes time, hard work and commitment. Your healing journey is unique to you and your body will do what it needs to do to heal. Committing to this process/journey, will give you the best chance of success. Thank you for allowing me to partner with you on your path to a healthier happier you!

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 (**if paid in advance**). Alive Health reserves the right to cancel the program if it is not advantageous for the coaching program to continue. **No refunds will be issued.**

### **DISCLAIMERS**

The Client understands that the role of the Zone Practitioner/Health Coach is not 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 The Zone Technique, holistic health care and Integrative Nutrition to help clients reach their own health goals by helping clients devise and implement positive, sustainable lifestyle changes. The Client understands that the Zone Practitioner/Coach is not acting in the capacity of a doctor, 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 Zone Practitioner/Coach and understands that the information received should not be seen as medical or advice and is not meant to take the place of seeing a Physician.

### **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 Zone Practitioner/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 Zone Practitioner/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. 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 Texas.

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 Zone Practitioner/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 \_\_\_\_\_

Practitioner name \_\_\_\_\_ Signature \_\_\_\_\_  
Date \_\_\_\_\_

*Emails and text messages will be returned as soon as possible between the hours of 9AM – 6PM Monday – Thursday, and 9AM – 4PM on Fridays.*

**If at any time you experience any serious health issues or symptoms, call 911 or go to the nearest emergency room.**

\_\_\_\_\_  
Printed Name Signature Date