



# Assumption of Risk and Release of Liability R2

*Please carefully review the following prior to engaging the services of Crescent Clearing, LLC (DBA Crescent Holistic Health). [Updated 11/19/2024]*

I hereby acknowledge and agree:

1. The purpose of holistic health coaching is to improve the overall health, vitality and well-being of the body, mind and soul through nutritional education, the use of natural foods and non-medicinal nutritional supplements, and the rebalancing of energy via various non-intrusive modalities. The **Holistic Health Practitioner, Cynthia Fluck**, does not diagnose diseases, disorders or conditions.
2. The **Holistic Health Practitioner, Cynthia Fluck**, is not a licensed Dietitian, Naturopathic Doctor or Medical Physician.
3. As part of the Holistic Coaching Services, I may be asked to provide information concerning my physical habits, medical history, moods, energy levels, likes and dislikes, lifestyle and diet. This information is collected to enable the **Holistic Health Practitioner** to: (i) assess my knowledge of nutrition, (ii) educate me about the benefits of sound lifestyle practices and (iii) recommend lifestyle changes to improve my general health, vitality and overall well-being. The **Holistic Health Practitioner, Cynthia Fluck** will hold this information in confidence and will not release or disclose this information to any other person, without my prior consent, except as required by applicable law.
4. If the **Holistic Health Practitioner, Cynthia Fluck**, suspects the existence of disease, disorder or condition, I will be informed of this suspicion. However, I acknowledge this is not a diagnosis or conclusion about the state of my health and that I am directed to promptly consult a licensed Physician or Naturopath about any suspected problems.
5. Should I request the **Holistic Health Practitioner, Cynthia Fluck**, to recommend dietary changes and/or nutritional supplements to enhance my body's natural ability to resist and/or overcome a known disease, disorder or condition, it is my responsibility to disclose the nature of the disease, disorder or condition and all other relevant details to the **Holistic Health Practitioner, Cynthia Fluck**. If I have not previously consulted a licensed Physician or Naturopath about this disease, disorder or condition, I acknowledge that I am directed to promptly do so. I am not to alter or discontinue treatments prescribed by a licensed Naturopath, Physician or other licensed health professional without consulting the individual who prescribed the treatment.
6. In providing Holistic Coaching Services to me, the **Holistic Health Practitioner, Cynthia Fluck**, is relying upon the truth, accuracy and completeness of all information I have provided to her. Any

recommendations I follow for changes in diet, including the use of nutritional supplements, are entirely my responsibility.

7. In consideration of my participation in the **Holistic Coaching Services**, I hereby accept all risk to my health, including injury or death that may result from such participation and I hereby release the **Holistic Health Practitioner, Cynthia Fluck**, on my behalf and on behalf of my personal representatives, estate, heirs, next of kin, and assigns from any and all costs, claims, causes of action and damages arising from any and all illness or injury to my person, including my death, that may result from or occur as a result of my participation in the **Functional Coaching Services**, whether caused by negligence or otherwise.

8. **Prepayment of services is required** to hold my appointment slots. Any scheduled appointments that have not been paid in full or in accordance with the mutually agreed payment schedule are subject to cancellation to liberate openings for other clients. Any appointment not paid within 2 days prior will be automatically cancelled.

9. Any **unpaid or overdue installment payments**, where applicable, will pause all services on my account until resolved. Payments more than 4 weeks overdue will result in cancellation of all further services related to my account and any unused credits will be voided without refund.

10. **Cancellations, Rescheduling and Missed Appointments:**

- There is a 15-minute grace period from the scheduled appointment time before I will be considered a "no-show." If I am running late due to unforeseen circumstances, I should contact **Crescent Clearing, LLC (DBA Crescent Holistic Health)** to avoid appointment cancellation with applicable forfeiture.
- **Energy, Holistic, Maintenance, or Discovery Sessions:** If I reschedule within 12 business hours of my appointment time, I will incur a fee equal to 50% of the a-la-carte price for that session. Missed appointments, or those cancelled within 12 hours of my appointment time, are subject to a 100% forfeiture of appointment fee. If I cancel prior to the 12-hour window, I am eligible to receive a full refund less a 10% service fee.
- **Holistic Intake or Lab Analysis Sessions:** I understand that the submission of requested labs and intake forms is required at least 72 working hours (Monday through Friday excluding holidays) prior to scheduled appointment to avoid automatic rescheduling. If I reschedule within 12 hours of my appointment time, I will incur an additional fee equal to 20% of the a-la-carte session price. If I cancel within within 72 working hours (Monday through Friday excluding holidays) of my scheduled appointment time, I will be subject to 100% forfeiture of my appointment fee. If I cancel prior to the 72-hour window, I will receive a full refund less a 10% service fee.
- **Introductory Holistic ("Jump Start") Packages:** If I cancel remaining sessions on my purchased package, I will owe 50% of the remaining session fees, calculated from the a-la-carte rate. If no sessions have been used and I am not within 72 business hours of my scheduled intake

appointment, I will receive a full refund less a 10% service fee.

- **General Packages (other than introductory):** I may cancel remaining sessions on my non-introductory packages and receive a pro-rated refund, minus a 10% service fee. If I cancel within 12 business hours of an appointment, applicable fees for that appointment will apply.
- **Subscriptions:** I may cancel my paid subscription at any time after the first 3 months (2 months for family level subscriptions) without penalty. Cancellation prior to 3 months (2 months for family level subscriptions) will incur the full, a-la-carte session cost for any used session credits. I will receive a pro-rated refund for any paid and unused credits, minus a 10% service fee.

11. **Credit Expiration:** I understand that purchased credits expire as follows:

- Introductory (Intake) Holistic packages are valid for 6 months (180 days) from purchase.
- Individually purchased sessions and non-introductory packages are valid for 1 year (365 days) from purchase
- Subscription credits are valid for 6 months (180 days) from the date of last payment.
- Any unused sessions that reach expiration will become void without refund.

12. **Inactive clients** who have not participated in a session for **more than 6 months** must schedule a complimentary consultation prior to resuming Holistic Health or Energy sessions. **More than a year** without a session requires a new Discovery Session prior to resuming sessions.

13. **Credit Transfers:** Regular session credits may be transferred by written request without penalty. The recipient of the credits is required to complete a Discovery Session prior to any regular coaching or energy sessions. Introductory Holistic Health package credits are non-transferrable.

14. **Prices and availability** may change at any time without notice. All purchases made prior to price increases will be honored at their original price through their expiration.

15. **Crescent Clearing, LLC (DBA Crescent Holistic Health)** reserves the right to refuse service to any client for any reason. Inappropriate advances, language or threats are cause for immediate relationship termination without refund.

16. I understand that any therapies I undertake at **Crescent Clearing, LLC (DBA Crescent Holistic Health)** are undertaken of my own free will. I accept that the ultimate responsibility for my health care is my own and that **Crescent Clearing, LLC (DBA Crescent Holistic Health)** is here to support me in this. I understand that my practitioner reserves the right to determine which cases fall outside their scope of practice, in which event an appropriate referral will be recommended. I hereby agree to assume full responsibility for any manner of loss, injury, claim or damage whatsoever, known or unknown, incurred as a result of same and I, my heirs, executors, administrators or assigns for any loss, injury, claim or damage sustained as a result of my attendance and/or participation. I have read the above release and waiver of liability, and fully understand its contents and voluntarily agree to the terms and conditions stated.

**Client Signature**

I HAVE CAREFULLY READ THIS AGREEMENT AND AGREE TO THE TERMS OUTLINED ABOVE. I UNDERSTAND THIS AGREEMENT TO BE A FULL AND FINAL RELEASE OF ALL COSTS, CLAIMS, CAUSES OF ACTION AND DAMAGES OF ANY KIND ARISING FROM OR IN CONNECTION WITH THE **HOLISTIC COUNSELLING SERVICES OF CRESCENT CLEARING, LLC (DBA CRESCENT HOLISTIC HEALTH).**

X

**Print name:**

**Date:**