

# *THE VOSS EDGE*

## WELLNESS COACH AGREEMENT

This Wellness Coach Agreement, (hereinafter, the Agreement) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Forrest W. Voss, owner of *THE VOSS EDGE* (hereinafter, the Coach), and \_\_\_\_\_ (hereinafter, the Client). The Coach and the Client are sometimes collectively referred to in this Agreement as the Parties.

The Parties hereby agree to the following terms and conditions:

### 1. GENERAL TERMS

The Client acknowledges that he/she agrees to the services of a Wellness Coach provided by Forrest W. Voss.

The Coach has designed a program to maximize the Client's potential for health and wellness with no guarantees of actual results. Results vary from client to client based on several factors outside the Coach's control. A different Coach may be assigned to the Client at any time upon the sole discretion of Forrest W. Voss.

The training program is six (6) days long starting at 8:00 AM Sunday morning and ending at approximately 6:00 PM Friday evening. The Client is responsible for making his/her own transportation and hotel arrangements to/at/from the venue specified for the event.

### 2. ATTACHMENT

The Client has read and executed the **Full Disclosure of Physical Conditions/Informed Consent, Assumption of Risk, and Release of Liability** form which is attached hereto and incorporated into this agreement as if fully set forth herein.

### 3. COACHING PACKAGE AND PAYMENT

The program consists of thirty (30) uniquely combined Brain-Body-Balancing modalities sessions given at two (2) hour intervals five (5) times a day for six (6) days, twelve (12) Spinal Block Exercises sessions at two (2) per day for six (6) days, twelve (12) Rebounder sessions at two (2) per day for six (days), a complement of nutritional supplements, and discussions around psychological aspects of the mindset necessary to be healthy and well.

In consideration for services and products mentioned above rendered, the Client agrees to pay the Coach \$2,500.00 prior to the start of the program in cash (FRNs, USD). No other bank notes (checks, cashier's checks, money orders, etc.) will be accepted.

The Coach can only serve ten (10) clients at a time for the six (6) day course, so early application is encouraged.

### 4. DATES FOR 2024 (choose one)

July 7 – 12

September 8 – 13

November 3 – 8

July 21 – 26

September 22 – 27

November 17 – 22

August 11 – 16

October 6 – 11

December 8 – 13

August 25 – 30

October 20 – 25

**5. WAIVER AND INDEMNITY**

The Client agrees to indemnify the Coach for any injuries, illnesses, or expenses from the Client’s participation, especially if the Client has neglected to disclose a known medical condition or similar information that might affect the Client's ability to participate in the Program.

**6. TERMINATION OF AGREEMENT**

The Parties shall have the right to terminate this Agreement upon seven (7) days advance written notice of termination to the other party.

**7. EFFECT OF TERMINATION**

In the event the Client terminates this Agreement, the Coach shall retain the deposit and all payments made for all unused Sessions. In the event the Coach terminates this Agreement, the Coach shall refund to the Client all payments made for unused portions of the Sessions.

**8. ENTIRE AGREEMENT**

This Agreement (including the Full Disclosure of Physical Conditions/Informed Consent, Assumption of Risk, and Release of Liability) constitutes the entire agreement of the Parties, and supersedes any and all previous understanding, agreements, arrangements, or discussions, written or oral, between the Parties relating hereto. There are no collateral agreements, representations, or guarantees, oral or otherwise unless attached hereto and signed by both Parties.

**9. WARRANTIES**

There are no warranties either expressed or implied in this Agreement that are not expressly contained in this Agreement.

**10. APPLICABLE LAW**

This Agreement shall be governed by the laws of the State of Texas.

**11. SIGNATORIES**

This Agreement shall be signed by Forrest W. Voss and by the Client, \_\_\_\_\_.  
This Agreement is effective as of the date of the signatures below. (Full Name)

Any Client under the age of eighteen (18) must have a parent or legal guardian sign this Agreement.

COACH: For *THE VOSS EDGE*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Forrest W. Voss

CLIENT:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Client, Parent or Legal Guardian)

\_\_\_\_\_  
Print Name

**FULL DISCLOSURE OF PHYSICAL CONDITIONS/INFORMED CONSENT,  
ASSUMPTION OF RISK, AND RELEASE OF LIABILITY**

This Full Disclosure of Physical Conditions/Informed Consent and Assumption of Risk, and Release of Liability is executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and is a material part of and incorporated by reference into the Wellness Coach Agreement executed by the Client.

1. The Client certifies that he/she is ambulatory and suffering from no condition, impairment, disease, infirmity, or illness not otherwise stated on the Intake Form that would prevent the Client's participation in the Client's activities under this Agreement, except as hereinafter stated.
2. The Client certifies that he/she is now or has been informed of the need for a physician's approval for participation in the activities under this Agreement.
3. The Client certifies that the Coach is now or has recommended that the Client have a yearly or more frequent physical examination and consultation with the Client's physician as to physical activity, exercise and use of exercise and training equipment so that the Client may have knowledge that he/she has either (a) been given permission by the Client's physician to participate, or (b) that the Client has decided to participate in the activities under this Agreement without the approval of his/her physician.
4. The Client expressly assumes all responsibility for the Client's participation in the activities under this Agreement.
5. THE CLIENT CERTIFIES THAT HE/SHE HAS GIVEN FULL AND COMPLETE DISCLOSURE OF ALL PHYSICAL CONDITIONS, IMPAIRMENTS, DISEASES, INFIRMITIES, OR ILLNESSES THAT MIGHT AFFECT OR PREVENT THE CLIENT'S PARTICIPATION IN THE ACTIVITIES UNDER THIS AGREEMENT. THE CLIENT REPRESENTS THAT HE/SHE HAS NO CONGENITAL, PHYSICAL, OR MENTAL HEALTH PROBLEMS, NO UNDERLYING CARDIOVASCULAR, NEUROLOGICAL, OR ANY ILLNESS, OR CONDITION WHICH MIGHT AFFECT OR PREVENT THE CLIENT'S PARTICIPATION IN THE ACTIVITIES UNDER THIS AGREEMENT NOT OTHERWISE DISCLOSED ON THE INTAKE FORM.

**INFORMED CONSENT AND ASSUMPTION OF RISK**

1. The Client enters into this Agreement with full knowledge of all the risks and benefits associated with the activities under this Agreement. The Client certifies that he/she is of a legal age to enter into this Agreement or represented by parent or legal guardian in order to do so and is not mentally incapacitated. The Client certifies that he/she enters into this Agreement without duress, undue influence, and for valuable consideration.

2. The Client certifies that he/she understands the risks associated with participation in the activities under this Agreement including, but not limited to physical injury resulting from the acts, omissions, and/or negligence of others. The Client certifies that he/she knows and fully understands the importance and relevance of all the risks, and expressly and voluntarily assumes any and all risks associated with the Client's participation in the activities under this Agreement, including but not limited to the activities of training; exercise in any form whatsoever including the use of machinery, training equipment and free weights; stretching; the hands-on methods of unique exercises and brain-body-balancing methods; testing, including but not limited to testing of the cardiovascular system, heart rate, muscle strength, endurance, and flexibility; and any other activities, techniques and/or exercises. Further, the Client expressly and voluntarily assumes any and all risk associated with the Client's participation in the activities under this Agreement, including but not limited to risks of dizziness; strains and/or sprains; fractures of any kind; syncope (fainting); arrhythmia (alteration in heart rhythm); dyspnea (shortness of breath); angina pectoris (chest pain); tachycardia (rapid resting heart rate over 100 beats per minute); myocardial infarction (heart attack); cerebrovascular accident (stroke), dysrhythmia (abnormal rhythm of brain waves or heart rhythm); and/or any other physical injury due to any cause whatsoever.

## **RELEASE OF LIABILITY**

1. The Client certifies that the Client voluntarily agrees to participate in the activities under this Agreement, including but not limited to the activities of training; exercise in any form whatsoever including the use of machinery, training equipment and free weights; stretching; the hands-on methods of unique exercises and brain-body-balancing methods; testing, including but not limited to testing of the cardiovascular system, heart rate, muscle strength, endurance, and flexibility; and any other activities, techniques and/or exercises. The Client further agrees to follow all rules set forth by *THE VOSS EDGE* and its Coaches.
2. In consideration of the privilege of participating in the activities under this Agreement, and the coaching services provided by *THE VOSS EDGE* and its coaches, the Client, for him/her self, his/her heirs, assigns, administrators, executors, and/or all members of his/her family, including minors, waives, releases, holds harmless and forever discharges *THE VOSS EDGE* and its coaches, successors in interest, assigns, servants, agents, employees, independent agreementors, associates, officers, directors, officials and any other participants in the activities under this Agreement, from any and all responsibility, liability, claims and demands of any kind and nature, damages, actions, causes of action of any kind, whether now known or unknown, or which the Client may have now, or which may hereafter accrue to the Client (collectively, the Claims), including but not limited to Claims based upon or related to dizziness; strains and/or sprains; fractures of any kind; syncope (fainting); arrhythmia (alteration in hear rhythm); dyspnea (shortness of breath); angina pectoris (chest pain); tachycardia (rapid resting heart rate over 100 beats per minute); myocardial infarction (heart attack); cerebrovascular accident (stroke), dysrhythmia (abnormal rhythm of brain waves or heart rhythm); and/or any other physical injury due to any cause whatsoever, including the act or omission, negligence or any other fault of *THE VOSS EDGE*, its coaches, Forrest W. Voss, successors in interest, assigns, servants, agents, employees, independent agreementors, associates, officers, directors, officials and any other participants in the activities under this Agreement.

The Client understands that the activities under this Agreement are for increasing health and wellness only, with no guarantees of any improvement or results. Improvements or results vary from client to client based on many factors outside of the Coach's control.

The Client also understands that none of the activities under this Agreement are intended to diagnose, heal, treat or cure any health challenges or conditions the Client might present with at the start of this Program. None of the activities under this Agreement are in any way associated with any medical, chiropractic, allopathic, homeopathic, naturopathic, massage therapy, physical therapy nor any other healing arts or modalities, and if the Client feels the need for or requires such services for any health challenge or condition whatsoever, he/she is encouraged to seek the services and advice from such professionals as his/her challenge or condition requires.

COACH: For *THE VOSS EDGE*

By: \_\_\_\_\_  
Forrest W. Voss, Owner

Date: \_\_\_\_\_

CLIENT:

By: \_\_\_\_\_  
(Client, Parent or Legal Guardian Signature)

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name