## Parties

This Coaching Agreement (hereinafter referred to as the **“Agreement”**) is entered into on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the **“Effective Date”**), by and between ***KEVIN PHILLIPS***, (hereinafter referred to as the **“Coach”**) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the **“Client”**) (collectively referred to as the **“Parties”**).

## Nature of Relationship

The Coach has a background and expertise in health and wellness coaching, goal setting, values clarification, behavior change, and motivation.

The Client has been made aware that The Coaching relationship is in no way to be considered or construed as psychological counseling or any type of therapy.

The Client has also been made aware that coaching results cannot be guaranteed. The Client enters into The Coaching relationship with the understanding that The Client is responsible for their own results.

## Roles and Responsibilities

The Coach is responsible for providing a coaching process and structure in accordance with evidence-based methodologies, practicing according to professional coaching standards and the NBHWC Code of Ethics, and abiding by the confidentiality agreement below. The Coach does not diagnose or prescribe, nor give unsolicited advice.

The Client is responsible for participating honestly and directly within coaching sessions, letting the Coach know if the pace is not right or if the Client is uncomfortable, being accountable for actions and choices. The Client self-determines their vision, goals, and action steps. The Client is actively engaged in trying new behaviors as planned with The Coach.

## Term

## This Agreement shall enter into force on the date of the last signature by the Parties. It shall remain in force for a period of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

## This Agreement may be renewed only by the written consent of the Parties.

## Coaching Program Options and Fees

The coaching program will consist of \_\_\_\_\_\_\_\_\_\_\_Sessions.

The fees for the complete coaching program are $ \_\_\_\_\_\_\_\_\_\_\_\_for a total of \_\_\_\_\_\_\_\_\_\_\_\_ sessions.

## Length of Coaching Agreement

This agreement may be extended on a month-to-month or individual session(s) basis following the initial coaching program with the mutual agreement of both parties.

## Session Day and Time

Day and time of sessions will be agreed upon and scheduled for specific days and times.

## Cancellation Policy

Cancellations must be in writing, delivered by post, text, or email, and received at least 24 hours in advance.

The Coach reserves the right to bill The Client for a missed meeting.

## The Coach will attempt in good faith to reschedule the missed meeting.

## Tele-Coaching Procedure

The Coach will call the Client at the prearranged number on the day and time scheduled. The allotted time will begin when the call is placed. Should the Coach be placed on hold, this time will be counted as part of the allotted time.

The Coach will be responsible for all telephone-related charges.

## Confidentiality

The Coach recognizes that certain information of a confidential manner may be relayed during either regular or extra sessions. The Coach will not, at any time either directly or indirectly, use this information for The Coach’s benefit nor disclose said information to anyone else without specific approval of the person being coached (excludes disclosure of illegal or unethical activities).

The Client acknowledges that The Coach abides by a Code of Ethics that ensures confidentiality of the Client’s participation and of the contents of discussions between the parties. There are three situations, however, where it may be necessary for the Coach to share certain information with others. By initialing, the Client authorizes Coach to share information with others in the following circumstances: When there is a clear indication that someone may be harmed, or if there is a serious threat to my own health or safety or that of others.

## Release of Liability & Waiver

The Client does hereby waive, release, and forever discharge the Coach, and all others from any and all responsibility or liability for injuries or damages resulting from the Client’s participation in any activities under such coaching.

The Client understands that the Coach, is neither a psychological nor medical professional. The goal of coaching is to create a supportive alliance in which the Client can attain their own stated goals.

The Client also agrees to hold the Coach free of all liability and responsibility for any actions or results for adverse situations created as a direct or indirect result of a specific referral or resource provided by the Coach.

The Client agrees that using any or every part of this health and wellness coaching service is entirely at the Client’s own risk.

Health and wellness coaching services are provided “as is,” without warranty of any kind, either express or implied, including without limitation any warranty for information services, uninterrupted access, or products and services provided through the Coaching alliance.

The Client understands that coaching may involve discussions about values, strengths, motivation, fitness, nutrition, weight management, stress management, emotional resilience, life visioning, and overall preventative health and health risk management. These services may be requested or rejected at the Client’s own free choice. The Client may discontinue coaching at any time or restart as desired.

Health and wellness coaching services are not meant to be a substitute for counseling or treatment for mental health conditions.

The Client has read and understood all the above and accept the above agreement of release of liability and the terms of the agreement, release and waiver.

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

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