

P.W.A. HEALTH COACHING SERVICES & MGMT

DISCLAIMER OF HEALTH CARE RELATED SERVICES AND RELEASE OF LIABILITY AGREEMENT

The Counselor (Health coach, yoga instructors, certified personal trainers, certified MBSR (mindfulness-based stress reduction coach, and other participants) 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 Counselor is not acting in the capacity of a doctor, licensed dietician-nutritionist, psychologist or other licensed or registered health care professional. Accordingly, the client understands that the Counselor 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.

The Client has chosen to work with the Counselor 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.

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, whether or not such risks were created or exacerbated by the Counselor. The Client releases the Counselor, his/her heirs, executors, administrators and assigns, its officers, directors, shareholders, employees, teachers, lecturers, agents, health counselors and staff (collectively, "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 Program, unless arising from the gross negligence of the Releasees.

I do hereby further declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation in any of the activities and programs of **P.W.A. Health Coaching Service and Management** or use of equipment or machinery except as hereinafter stated. I do hereby acknowledge that I have been informed of the need for a physician's approval for my participation in an exercise/fitness activity or in the use of exercise equipment and machinery. I also acknowledge that it has been recommended that I have a yearly or more frequent physical examination and consultation with my physician as to physical activity,

exercise, and use of exercise and training equipment so that I might have recommendations concerning these fitness activities and equipment use. I acknowledge that I have either had a physical examination and have been given my physician's permission to participate, or that I have decided to participate in activity and/or use of equipment and machinery without the approval of my physician and hereby assume all responsibility for my participation and activities, and utilization of equipment and machinery in my activities.

I understand that it is my responsibility to: 1) Fully disclose any health issues (including diabetes, heart problems, seizures, and asthma) or medications that are relevant to participation in exercise programs; 2) Inform the trainer, instructor or health coach if there are activities with which I do not feel comfortable 3) Cease exercise and report promptly any unusual feelings (e.g., chest discomfort, nausea, difficulty breathing, apparent injury) during the exercise program; and 4) Clear my participation with my physician.

CONFIDENTIALITY

The client acknowledges the counselor will keep all information exchanged during the program sessions in strict confidentiality. Additionally, the client is aware that the counselor is prohibited from disclosing protected healthcare information, except upon written authorization by the client.

I hereby understand that **P.W.A. Health Coaching Service and Management** from time to time may photograph or film classes or events occurring at its facilities and place such photographs and videos on its Website, Facebook, Twitter, any other online platform or any printed materials. I hereby consent to the use of my image that may appear in any such photography or video.

I have read the terms and conditions and I fully understand its terms. I understand that by accepting its terms and conditions I am giving up substantial rights, including the right to sue. I understand that this terms & condition are incorporated by this reference as a part of my application form for participation in the **P.W.A. Health Coaching** program. I also understand that entering into this agreement is a condition precedent to and is consideration for the privilege of participating in the P.W.A. Health Coaching program.

Signature of Participant

Date

Print Name