

# **HAIRS TO YOUR HEALTH, LLC**

## **Consent, Disclosure and Disclaimer Form**

I request that Hairs to Your Health, LLC, an Illinois Limited Liability Company, review a hair mineral analysis report(s) obtained from Analytical Research Labs, Inc. located in Phoenix, AZ for me and design a nutritional balancing program for me for the purpose of aiding in the re-balancing of the body's minerals, reducing stress and enhancing energy.

I understand that Diane Leto has received her certification in Nutritional Balancing Science from Westbrook University, an accredited school in West Virginia, sponsored by The Center for Development, a non-profit association dedicated to natural health and healing. I understand that Diane Leto is a non-licensed, non-medical health practitioner/consultant. Diane Leto has consulted, studied and worked with Dr. Larry Wilson and his advanced students in the field of Nutritional Balancing since 2013.

I understand that Nutritional Balancing is not intended as diagnosis, prescription, treatment or cure for any disease or health condition, mental or physical, real or imaginary. It is also not intended as a substitute for regular medical care and that I am encouraged to seek a second opinion from a medical care provider and that any nutritional balancing information offered is considered as general information only.

I understand that under no circumstances should any medication be discontinued without first consulting the prescribing medical provider. I will refrain from combining this program with other dietary, nutritional or herbal regimens as it may impair this program's effectiveness. I also confirm by signing this document that I have not been diagnosed with any form of cancer or am in remission from any form of cancer.

I understand that the Nutritional Balancing information offered is also not intended as a substitute for regular medical care and that I am encouraged to see my medical care provider for diagnosis and treatment of any medical concerns I may have, and before implementing any diet, supplement, exercise or other lifestyle change. I also understand that Nutritional Balancing is to be used at my own risk.

I understand that if I enter the Nutritional Balancing Program, that I am strongly encouraged to perform a mineral hair analysis re-test in 3-4 months to determine if the suggested program needs to be modified. Due to the body's continual re-balancing of minerals, it is important to monitor mineral levels on a regular basis and therefore, in order for me to continue to solicit assistance from Hairs to Your Health, LLC, I agree to have a re-test performed within the suggested timeframe but am under no obligation to have the re-test performed if I no longer wish the assistance of Hairs To Your Health, LLC.

### **Nutritional Balancing Services and Fee Schedule**

Initial hair mineral analysis test (including kit) and initial hair mineral analysis interpretation/consultation per person: **\$145.00**

Initial hair mineral analysis test (including kit), initial hair mineral analysis interpretation and an individualized nutritional balancing program recommendation/consultation per person: **\$195.00**

Hair mineral analysis re-test (including kit), hair mineral analysis interpretation and an updated individualized nutritional balancing program recommendation/consultation per person: **\$170.00**

\*\*Add-On individualized nutritional balancing program within 3 months of initial hair test per person is \$50.00.

**ALL FEES ARE DUE AT TIME OF SERVICE REQUEST (BEFORE TEST KIT IS MAILED) AND PAYABLE BY CREDIT CARD OR CHECK, NO EXCEPTIONS. SERVICES ARE NOT INVOICED. INSURANCE IS NOT ACCEPTED AT THIS TIME.** Refunds will be processed only within the first 30 days following purchase; no refunds will be provided after 30 days. Further, a 5% processing fee will be charged for all credit card returns IF you pay by credit card and then opt not to have the service performed within 30 days of payment.

### **Ninth Amendment Declaration**

Article IX, U.S. Constitution

*"The enumeration in the Constitution, of certain rights, shall not be construed to deny or disparage others retained by the People."*

Under the Ninth Amendment of the Constitution of the United States of America, I retain the right to freedom of choice in health care. This includes the right to choose my diet, and to obtain, purchase and use any therapy, regimen, modality remedy or product recommended by the therapist, doctor or any practitioner/counselor/consultant or certified professional of my choice.

The enumeration in this declaration of these rights shall not be construed to deny or disparage other rights retained by me, or my right to amend this declaration at any time.

### **Constructive Notice**

Notice is hereby given to any person who receives a copy of this Declaration and who, acting under the color of law, intentionally interferes with the free exercise of the rights retained by me under the Ninth Amendment, as enumerated in this declaration, that they may be in violation of my civil and constitutional rights, Title 42, U.S.C. 1983 et seq. and Title 18, Section 241.

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

## NUTRITIONAL BALANCING ACADEMY (A Private Membership Group) MEMBERSHIP AGREEMENT

I, \_\_\_\_\_, hereby apply for Membership in the NUTRITIONAL BALANCING ACADEMY, hereinafter referred to as the “Academy” - a private membership group. With the signing of this agreement I accept the offer made to become a member and I express my agreement with the following *Declaration* and *Memorandum Of Understanding*

### DECLARATION

1. This Academy of members hereby declare that our primary purpose is to protect and maintain our right to freedom of choice regarding alternative therapies, alternative modalities of treatment, health care decisions and the health improvement practices that we choose to receive -by asserting our constitutional, contractual, and civil rights.
2. As members, we affirm our belief that the Constitution of the United States guarantees all Americans, particularly members of private Academies, the right of freedom of Association, speech, assembly, belief, and associated activities. These are our inalienable rights.
3. We declare and assert the right to select those who can be expected to give the wisest counsel and advice regarding alternative therapies, alternative modalities of treatment, health care decisions and the health improvement practices and to authorize those members who are most skilled to facilitate the actual performance and delivery of health assistance and improvement methods that they and we deem appropriate. We assert these rights under the Federal and State Constitutions, Federal and State law and the statutes and regulations interpreting them.
4. We claim our freedom to choose and accept for ourselves the types of health care modalities that we think are best for determining the cause and correction of our health challenges. We do this in order that we might achieve optimal health and well-being. We reserve the right to include traditional, non-traditional or even unconventional health care options, plus other healing modalities or techniques used by health care professionals anywhere in the world that our member-facilitators choose to deliver - with our approval.
5. More specifically, our mission is to provide members with the highest quality health care available. Our concern is for the whole person - body, mind, and spirit. We strive to stay on the leading edge of new and better health technologies.
6. This Academy recognizes all persons as members, without respect to race, creed or religion, who are in accordance with our principles and policies. Membership is for the lifetime of this Academy.

### MEMORANDUM OF UNDERSTANDING

I understand that those members of the Academy that provide services or advice do so in the capacity of fellow member-facilitators in a private manner and not in the capacity as public health-care providers. I understand that within the Academy no Public-Doctor-Patient or Public-Therapy-Client relationship exists. Within the Academy, I freely choose to change my legal status from that of a Public Health-Care Recipient, to that of a Private Membership Academy care recipient. I realize that in doing so I relinquish certain Federal and State protections and privileges. I understand that it is my personal responsibility to evaluate the services offered and to educate myself as to efficacy, risks, or desirability. I agree that the actions I take, in this regard, are my own free-will decisions. If I am accepted for membership, I will exercise my rights for my own benefit and agree to hold harmless the Academy and member-facilitators from any unintentional liability that might result from the advice or services I receive, except for the harm that could remotely result from an instance of “a clear and present danger of substantive evil” - as determined by the Academy and as defined by the United States Supreme Court.

I understand and accept that, since the Academy is protected by the First, Ninth and Fourteenth Amendments to the United States Constitution, it is exempt from any action of Federal and State agencies entrusted to “protect the public” – as it relates to any complaints or grievances against the Academy, its physical premises or equipment, its Trustees, member-facilitators or other associated staff or consultants. All complaints or grievances will be settled by non-judicial mediation, within the Academy. Also, those membership and private member records kept by the Academy are strictly protected and can only be released upon written request of the subject member.

I agree that I am joining this Private Membership Academy under the common law. I understand that members seek to help each other achieve and sustain better health. I accept that the facilitators, and other health-care providers, who are fellow members, offer advice, services, and benefits that are not necessarily conventional or traditional.

As a Member, my goal is to accept those health and wellness services that I feel will truly help me. I will choose procedures that I consider proper and have a reasonable chance of making my health and life better. I realize that no health screening, resulting conclusions or health care services are foolproof. For example, if I choose to forego drugs, surgery or treatments that have been recommended by others, in the public sector, I accept that risk. I assert my right of informed consent.

My activities within the Academy are a private matter and I refuse to share them with any Federal or State regulatory enforcement agency, medical board, FDA, Medicare or Medicaid. The health and/ or sickness records that I have shared with other members remain the property of the Academy. I, in becoming a member, agree not to file malpractice, civil or criminal lawsuits against a fellow member, unless that member exposes me to a clear and present danger of substantive evil. I further agree that all Academy members are exempt from the provisions of any state Medical Practices Act, Federal Food Safety Modernization Acts, Codex Alimentarius or any similar federal or state legislation.

I enter into this agreement of my own free will, or on behalf of a designated dependent, without any pressure or promise of benefit. I affirm that I do not represent any state or federal agency whose purpose is to regulate the practice of medicine or any other health care system. I accept that membership does not entitle me to any voting interest in the Academy. I acknowledge I am not liable for any debts, liabilities, suits or judgments against the Academy.

I have read and understand this contract and any questions I had were answered fully to my satisfaction. This document consists of my entire agreement for membership and it supersedes any previous agreement I may have made.

I understand that my membership fee entitles me to receive those benefits declared by a Trustee to be general benefits, free of further charge. I also agree to pay, as levied, for those benefits that I request and receive that are declared to be special assessments, as per a posted fee schedule.

I understand that \$10.00 of my initial consultation fee is for consideration for my membership, but this fee has been waived by the Academy. The term of membership begins with the date of the signing and acceptance of this agreement and continuing until the dissolution of this Academy. By these presents I do certify, attest, and warrant that I have carefully read this application for membership and I fully understand and agree with all of the provisions stated herein.

IN WITNESS WHEREOF I set my hand on this the \_\_\_ day of \_\_\_\_\_, 20\_\_

Print Applicant's Name:

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Applicant's Signature:

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# **HAIRS TO YOUR HEALTH, LLC**

## **General Information/Initial Test Form**

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Age: \_\_\_\_\_ Height: \_\_\_\_\_ Weight: \_\_\_\_\_ Sex: \_\_\_\_\_ Hair Color: \_\_\_\_\_

Occupation: \_\_\_\_\_

How Were You Referred: \_\_\_\_\_

Current Symptoms/Main Health Conditions: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Current Medications/Supplements: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Recent Medical Test Results (Blood/Urine, etc.):-

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Family Medical History (illnesses, heart disease, high blood pressure, cancer, diabetes, etc.): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Diet: Describe examples of typical foods eaten at:

Meal	Food	Beverage
Breakfast		
Mid-Morning Snack		
Lunch		
Mid- Afternoon Snack		
Dinner		
Evening Snack		

Exercise: Type (Aerobic/Jogging, Strength, Yoga, etc.) and Frequency: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

On average, how many hours of sleep per night: \_\_\_\_\_

Please also complete the attached Symptom Sheet as well.

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NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

# HAIRS TO YOUR HEALTH, LLC

## SYMPTOMS SHEET

Name \_\_\_\_\_ Date \_\_\_\_\_

Please **CIRCLE** any conditions or symptoms that you are presently experiencing and place a **STAR** next to those symptoms most important to you.

Joint Pain	Joint Stiffness	Arthritis	Osteoarthritis	Muscle Pain
Rheumatoid Arthritis	Muscle Weakness	Muscle Cramps	Bursitis	Fractures
Osteoporosis	Gout			
Sweet Cravings	Sugar Reactions	Irritable before meals	Can't Skip Meals	
Hypoglycemia	Crave Starches	Fat Cravings	Other Food Cravings	
Food Allergies	Excessive hunger	No hunger	Diabetes	
Low Blood Sugar				
Rapid Heart Rate	Skipped Heart Beats	Heart Palpitations	Heart Attack	
Poor Circulation	Dizziness	Low or High Blood Pressure	Angina	
Arteriosclerosis	High Cholesterol	High Triglycerides		
Cough	Bronchitis	Asthma	Post-nasal Drip	
Sinus Congestion	Allergies	Emphysema		
Acne	Eczema	Fungal Infections/Candida	Psoriasis	
Hives	Hair Loss	Slow Wound Healing	Cataracts	
Nail Issues	Glaucoma	Eye Diseases	Meniere's disease	
Tooth Decay	Gum Disease	Excessive Teeth Plaque	Infections/Viruses	
Tumors/Cancer	Multiple Sclerosis	Parkinson's Disease	Scleroderma	
Anger	Anxiety	Bipolar Disorder	Brain Fog	
Confusion	Depression	Irritability	Mind Races	
Mood Swings	Obsessive/Compulsive	Panic Attacks	Poor Memory	
Schizophrenia	Trouble Sleeping			
Autism	Attention Deficit	Hyperkinesis	Dyslexia	
Seizures	Learning Disability	Mental Retardation	Delayed Development	
Kidney Stones	Water Retention	Sinus Headaches	Tension Headaches	
Migraine Headaches	Neuritis	Constipation	Diarrhea	
Intestinal Gas	Bloating;	Heartburn	Ulcer	
Stomach Pain	Colitis	Gall Stones	Fissures	
Hemorrhoids	Cirrhosis	Diverticulitis	Tend to Gain Weight	
Tend to Lose Weight	Anemia	Easy Bruising		
Drug Addiction	Alcoholism	Smoking	Abuse	



Fatigue  
Hyperthyroidism  
Oily Skin

Hypothyroidism  
Hair thinning

Low Body Temperature  
Hair falling out

Cold in Winter  
Dry Skin

Bladder Infections  
Painful Urination

Kidney Infections  
Kidney Stones

Trouble Urinating  
Water Retention

Frequent Urination

**WOMEN:**

PMS  
Heavy periods  
Ovarian Cysts  
Breast Tumors  
Libido Issues

Water Retention  
Light Periods  
Fibroid Tumors  
Yeast Infections  
Rape

Cramps  
Irregular Periods  
Abnormal Pap Smear  
Hot Flashes  
Pregnancy

No Menstruation  
Menopause  
Fibrocystic Breasts  
Infertility

**MEN:**

Prostate Problems

Impotence

Infertility

**Other Symptoms or Comments You Would Like to Add:**

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