



NUTRITION & WELLNESS COACHING CONSENT FORM:

1. Disclaimers

- 1.1 I understand that Beth Danowsky RD CLC is a Registered Dietitian/Nutritionist and Certified Lactation Counselor and does not dispense medical advice nor prescribe treatment. Rather, she provides education to enhance my knowledge of health as it relates to foods, dietary supplements, and behaviors associated with eating. While nutritional and botanical support can be an important compliment to my medical care, I understand nutrition counseling is not a substitute for the diagnosis, treatment, or care of disease by a medical provider.
- 1.2 If the Client is under the care of a health care professional or currently uses prescription medications, the Client should discuss any dietary changes or potential dietary supplements use with his or her doctor, and should not discontinue any prescription medications without first consulting his or her doctor.
- 1.3 The Client acknowledges that the care that they receive during their health coaching sessions is separate from the care that they receive from any medical facility in that the nutrition coaching sessions are in no way intended to be construed as medical advice or care. The Client should continue regular medical supervision and care by their primary care physician.

2. Personal Responsibility and Release of Health Care Related Claims:

- 2.1 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 the duration of the client's wellness sessions.
- 2.2 The Client expressly assumes the risks of nutrition coaching sessions, including the risks of trying new foods, and the risks inherent in making lifestyle changes.

2.3 The Client releases the Dietitian/Nutritionist and Healthy By Design, LLC from any and all liability, damages, causes of action, allegations, suits, sums of money, claims and demands whatsoever, in law or equity, which the Client ever had, now has or will have in the future against the Coach, arising from the Client's past or future participation in, or otherwise with respect to, the nutrition sessions, unless arising from the gross negligence of the Dietitian/Nutritionist.

3. Confidentiality

3.1 The Dietitian/Nutritionist will keep the Client's information private, and will not share the Client's information to any third party unless compelled to by law or with the consent of the Client.

4. Payments and Refunds

4.1 Payments are due at the time of service and there are no refunds for payments made to Healthy By Design LLC.

5. No-Show/Cancelation Policy

5.1 In the event that the client does not show up to an appointment or cancels within 24 hours of a scheduled appointment the Dietitian/Nutritionist and/or Healthy By Design LLC, reserves the right to charge the client 50% of the session payment fee.

5.2 The above clause may be disregarded in the event of an emergency.

6. Arbitration, Choice of Law and Limited Remedies

6.1 In the event that there ever arises a dispute between Dietitian/Nutritionist or Healthy By Design and the Client with respect to the services provided pursuant to this agreement or otherwise pertaining to the relationship between the parties, the parties agree to submit to binding arbitration before the American Arbitration Association (Commercial Arbitration and Mediation Center for the Americas Mediation and Arbitration Rules).

6.2 Any judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Such arbitration shall be conducted by

a single arbitrator. The sole remedy that can be awarded to the Client in the event that an award is granted in arbitration is refund of the Session Fee.

6.3 Without limiting the generality of the foregoing, no award of consequential or other damages, unless specifically set forth herein, may be granted to the Client.

6.4 This agreement shall be construed according to the laws of the State of Hawaii. In the event that any provision of this Agreement is deemed unenforceable, the remaining portions of the Agreement shall be severed and remain in full force.

Client name: _____ Client Signature: _____

Date: _____