



## Elements Wellness Coaching Informed Consent and Terms of Agreement

**OVERVIEW:** This is an Agreement between Leah Waldo, (“Coach”) in her capacity as owner of Elements Health & Wellness, LLC (“Company”) and you, the Client, for the services you select (“Services”).

***All sales are final for this service. By clicking “Pay”, “Buy Now,” “Complete Order,” or any other phrase on the purchase button, entering your credit card information, or otherwise rendering payment (either in-full or partial) for the product for which these terms appear (“Product,” “Service,” “Course,” “Package,” and/or “Program”), you (“Client” and/or “Customer”) agree to be provided with products, programs, or services by Leah Waldo (“Owner”) or Elements Health & Wellness, LLC (“Company”), and you are executing a legally binding agreement with the Company, subject to the following terms and conditions:***

**DISCLAIMERS:** The Coach is not a therapist, medical professional, lawyer, accountant, public relations specialist, employee, manager, psychiatrist, psychologist, social media manager, or other agent of Client.

This Program includes **no guarantees** as to Client’s results simply by participating in the Program. Customer acknowledges that, as with any business endeavor and investment, there is an inherent risk associated. Client agrees that Company will not be held liable for any damages of any kind resulting or arising from the use or misuse of the Program. Client agrees to indemnify and hold Company harmless for any claims that may arise related to participation in this Program.

**BENEFITS:** All coaching services are meant to help you identify the areas in your life and mindset that may be keeping you from accessing your full potential and achieving your goals. Benefits can include better health, reduced stress, increased sense of awareness, healthier communication skills, greater confidence, more focus, a deeper connection to self and others, clarity on life goals, and increased sense of wellbeing.

**RISKS:** During the course of coaching, some of your assumptions, perceptions, or behaviors may be challenged, which can cause you to feel very upset, angry, depressed or disappointed. You may experience some unwanted or surprising feelings that arise through coaching. You are encouraged to explore those feelings during session as it is part of the coaching process. If at any point your thoughts, feelings, or behaviors interfere with you achieving your coaching goals you will be referred to a licensed mental health professional.

**ALTERNATIVE TREATMENTS:** There are other options for treatment that you can discuss with your coach as you assess your own personal risk and benefits of coaching. Your coach will recommend medical professionals that align with your coaching goals to help you obtain the most beneficial results.

**MEASUREMENT OF OUTCOMES:** You and your coach will create measurable goals and outcomes for your time together. Your coach will monitor outcomes in session, tracking to ensure the coaching process is beneficial to you and having a positive impact. These assessments may be brief forms that you are asked to complete or may be from a direct conversation with your coach.

1. As a client, I understand and agree that I am fully responsible for my physical, mental and emotional well-being during my coaching calls, including my choices and decisions. I am aware that I can choose to discontinue coaching at any time.

2. I understand that “coaching” is a Professional-Client relationship I have with my coach that is designed to facilitate the creation/development of personal, professional or business goals and to develop and carry out a strategy/plan for achieving those goals.

3. I understand that coaching is a comprehensive process that may involve all areas of my life, including work, finances, health, relationships, education and recreation. I acknowledge that deciding how to handle these issues, incorporate coaching into those areas, and implement my choices is exclusively my responsibility.

4. I understand that coaching does not involve the diagnosis or treatment of mental disorders as defined by the American Psychiatric Association. I understand that coaching is not a substitute for counseling, psychotherapy, psychoanalysis, mental health care or substance abuse treatment and I will not use it in place of any form of diagnosis, treatment or therapy.

5. I promise that if I am currently in therapy or otherwise under the care of a mental health professional, that I have consulted with the mental health care provider regarding the advisability of working with a coach and that this person is aware of my decision to proceed with the coaching relationship.

6. I understand that information will be held as confidential unless I state otherwise, in writing, except as required by law.

7. I understand that certain topics may be anonymously and hypothetically shared with other coaching professionals for training OR consultation purposes.

8. I understand that coaching is not to be used as a substitute for professional advice by legal, medical, financial, business, spiritual or other qualified professionals. I will seek independent professional guidance for legal, medical, financial, business, spiritual or other matters. I understand that all decisions in these areas are exclusively mine and I acknowledge that my decisions and my actions regarding them are my sole responsibility.

**SCOPE OF SERVICES:** Depending on the services selected by Client, Client will receive:

-12 week program, Balanced Life Design -or- Art of Grieving, includes the following Services:

- Twelve (12) 60-minute 1:1 calls to be held via Zoom (1 call 1x/week)
- Six (6) modules of pre-recorded course material to be drip-released via Google Drive
- Unlimited text and email support Monday through Friday from 9-5p EST

-4 week program, REGULATE, includes the following Services:

- Four (4) 60-minute 1:1 calls to be held via Zoom (1 call 1x/week)
- Three (3) modules of pre-recorded course material to be drip-released via Google Drive
- Unlimited text and email support Monday through Friday from 9-5p EST

-12 session coaching package includes the following Services:

- Twelve (12) 60-minute 1:1 calls to be held via Zoom (1 call 1x/week)
- Unlimited text and email support Monday through Friday from 9-5p EST

-Single coaching session includes the following Services:

- One (1) 60-minute 1:1 call to be held via Zoom

**FEES:** All fees are paid for in full, unless specified by the prior agreement. Fees are discussed and agreed upon during my consultation with my coach. These fees will be paid in advance. Additional appointments can be scheduled as needed depending on my coach's availability.

(a) Upon execution of this Agreement, Client agrees to pay to the Company the full purchase amount for the Product, regardless of what payment option Client selects at checkout.

(b) If Client selects a payment plan option, Client authorizes Company to charge the card or account used at checkout to complete all payments pursuant to the payment plan.

(c) Company reserves the right to collect any and all monies owed by Client to Company for the Program, by any means necessary within the parameters of the law. The Client shall pay for any fees associated with recouping payment, including but not limited to, collections fees and attorneys' fees.

**REFUNDS:** Due to the digital and educational nature of this Program, there are no refunds permitted under any circumstance. Dissatisfaction or disapproval with Coach or Company's methods is not a valid reason for a refund or excuse to make remaining payments due & owed under this Agreement.

**CANCELLATION POLICY:** If you need to reschedule an appointment, please provide at least 48 hours notice. If you do not provide at least 48 hours notice, you will be charged the full price of the coaching session.

No-shows, meaning no communication prior to a missed session, will result in that missed coaching session still being counted/charged.

Three no-shows will result in the client being removed from the coach's schedule and the remaining sessions in their package will be forfeited with no refund possible.

**COACH CANCELLATIONS:** I understand that services can be discontinued at any time at the discretion of my coach with or without notice—including due to illness, emergency, or personal reason, or due to aggressive, intimidating, or otherwise unwanted behavior. In the event of cancellation by coach due to illness, emergency, or personal reason, refund will be strictly limited to any amount already paid by Client for any future sessions not yet begun by coach and will be—at coaches' discretion—in the form of either return of funds to Client's payment method or credit towards future coaching services.. There are no refunds for cancellations by Client or for cancellations by coach due to aggressive, intimidating, or otherwise unwanted behavior.

**SERVICES:** The services to be provided by the coach to the client are by teleconferencing as agreed jointly with the client. Coaching may address specific personal projects, business successes, or general conditions in the client's life or profession. Other coaching services include value clarification, brainstorming, identifying plans of action, examining modes of operating in life, asking clarifying questions, and making empowering requests or suggestions for action. Throughout the working relationship, the coach will engage in direct and personal conversations.

The client understands that successful coaching requires a co-active collaborative approach between client and coach. In the coaching relationship, the coach plays the role of a facilitator of change, but it is the client's responsibility to enact or bring about the change. If the client believes the coaching is not working as desired, the client will communicate and take action to return the power to the coaching relationship.

**PRIOR HISTORY:** The client also agrees to disclose details of the past or present psychological or psychiatric treatment. In entering into the coaching relationship, and signing the agreement, you are agreeing that if any mental health difficulties arise during the course of the coaching relationship, you will notify me immediately so that I can discuss with you appropriate steps and if any additional referrals are needed.

**PRIVACY:** The client can, at any point in the coaching session, declare his/her preference not to discuss a specific issue, by simply stating that they would rather not discuss this issue. The

coach agrees to respect this boundary and will not attempt to forward the conversation further along those lines.

**CONFIDENTIALITY:** All information about the coach / client relationship will remain strictly confidential except in very rare circumstances where decreed by law. I fully release my coach to disclose otherwise confidential information of any kind in case of any of the following: (1) if information indicates that a person intends to harm any individual, including the person's own self, (2) coach suspects a vulnerable adult or child is being abused or neglected. My coach does not provide documentation and does not release information for disability or legal disputes. If you wish for me as your coach to speak to someone outside our interactions, then you need to give me written permission (original letter or email) to do so. Exceptions to confidentiality of course relate to circumstances such as intent to seriously harm someone, child abuse etc. Otherwise, all your information is confidential.

It is also important to note that in some situations, it is important to be aware of the use of technology in that for some clients, there is a risk in using certain media such as the internet, email, and mobile phones. If you use these to communicate with me, then I will assume that it is appropriate to continue to do so in my interactions with you.

Client agrees to keep Company's proprietary information confidential. "Confidential Information" includes, but is not limited to:

- Any systems, sequences, processes or steps shared with Client;
- Any information disclosed in association with this Agreement;
- Any trade secrets in connection with the Program or Company's business practices.

Company promises to value your personal and business information and keep such information confidential. However, **by purchasing the Program, Client hereby agrees to Company sharing Client's general wins as a testimonial on Company's website, social media accounts, and other marketing platforms.**

**INTELLECTUAL PROPERTY:** This Product contains information that is the intellectual property belonging to Company and to third-parties that license some intellectual property to Company. Company provides Client with a non-exclusive, non-transferrable single-user license authorizing Client to use the materials for their individual purposes only. Client may not share, sell, re-use, reproduce, repurpose or otherwise distribute Company's intellectual property without prior written consent from Company.

**DISABILITY PAPERWORK:** Our office does not provide documentation for disability claims. If you are seeking disability documentation, please contact your primary care physician for a referral to a provider who specializes in disability documentation.

**IN-SESSION POLICY:** Please refrain from using cell phones during your session time. Please put your cell phone on silent. If you have concerns about this policy please discuss with your coach in session. Please refrain from the use of drugs or alcohol prior to any session. If you would like to have a family member or other person join your session, please discuss with your coach to make arrangements.

**TELEPHONE ACCESSIBILITY:** Communication via text between weekly sessions is welcome. However, your coach will attempt to keep those contacts brief due to our belief that important issues are better addressed within regularly scheduled sessions. You may leave a message for your coach at any time on their voicemail. If you wish your coach to return your call, please be sure to leave your name and phone number(s), along with a brief message concerning the nature of your call. Your coach will give you a call back within normal business hours Monday through Friday.

In the event of a medical emergency or an emergency involving a threat to your safety or the safety of others, please call 911 to request emergency assistance. You should also be aware of the following resources that are available to assist individuals who are in crisis: National

Association for Mental Illness (800-950-6264)

**SOCIAL MEDIA COMMUNICATION:** Due to the importance of your confidentiality and the importance of minimizing dual relationships, our coaches do not accept friend or contact requests from current or former clients on any social networking site for personal accounts (Facebook, LinkedIn, etc). We believe that adding clients as friends or contacts on these sites can compromise your confidentiality and our respective privacy. It may also blur the boundaries of our coaching relationship. If you have questions about this, please bring them up when we meet and we can talk more about it.

**COACH'S TIME OFF:** Your coach may take vacation and time off. You will be given advance notice of any time your coach will be out of the office, if possible. A plan will be put in place prior to these times away.

**TERMINATION:** Coaching under the terms and aforementioned agreements will continue for the duration of the contracted period. Only under extenuating circumstances can our coaching agreement be postponed up to 6 months of the said agreement.

**MISCELLANEOUS:**

- (a) Entire Agreement - This Agreement reflects the entire agreement between the Client and Company related to the Program and Services discussed herein.
- (b) Choice of law - The governing law for this Agreement is the State of Michigan, United States.
- (c) Arbitration - Any disputes arising under this Agreement shall first be resolved through a binding arbitration.
- (d) All Rights Reserved - All rights not expressly granted in this Agreement are reserved by us.
- (e) Term - The Term of this Agreement shall be effective from the date of execution until 12 weeks have passed from date of execution.
- (f) Termination - Client dissatisfaction with Company and/or Coach's subjective teaching style, independent judgment, methods, or other techniques are not valid reasons for termination of this Agreement or request of any monies returned to Client. Even if Client does not complete all portions of the Program, Client is nevertheless responsible for all payments due and owed under this Agreement by making the first payment of the Program at checkout and executing this Agreement.