

IN PERSON WELLNESS COACHING AGREEMENT

This Coaching Agreement (“Agreement”) is entered into as of [DAY] day of [MONTH], [YEAR] and between [CLIENT NAME] (“Client”) and [BUSINESS/COACH NAME] with its principal place of business at [BUSINESS ADDRESS] (“Company” or “Coach”). The Coach and the Client are individually known as the “Party” and may collectively be referred to as “Parties.”

WHEREAS, Coach represents, warrants, and covenants to Client that Coach performs services using required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this agreement;

WHEREAS, the Client desires to obtain the benefit of the services of the Coach, and the Client desires to render such services on the terms and conditions set forth;

IN CONSIDERATION of the promises and other good and valuable consideration (the sufficiency and receipt of which are hereby acknowledged) the parties agree as follows:

1. SERVICES

Each training session is individually designed and will last a maximum of [##] minutes of in person training. Health and Wellness Coaching is a method of guiding others to address their health and make behavior changes to improve health through the use of goal setting, identification of obstacles, and use of personal support systems.

[THIS CAN BE MODIFIED BY DESCRIBING COACH’S SERVICES IF DIFFERENT]

2. NO MEDICAL CARE

Client understands that the program is voluntary and that the Coach will develop and guide the Client through the Client’s wellness program(s). The Client understands that the training plans are designed for those individuals who do not have certain medical limitations. If applicable, the Client will accurately and completely disclose the Coach of any prescribed medications being taken and any exercise or diet limitations that the Client is aware of or have been informed of by Client’s doctor, so that the Coach can develop a modified plan for the Client’s personal medical considerations.

During the program if the Client’s medications, condition, or medical limitations should change, it is the Client’s obligation to notify the Coach in writing. The Client also understands that it is recommended that the Client has a yearly physical or more frequent physical examination and consultation with the Client’s physician as to physical activity and diet, so the Client is aware of their personal health and needs. The Client acknowledges that they have either had a physical exam and have been given their physician’s permission to participate or they have decided to participate without approval of their physician.

The Client understands that while the Coach will review any disclosed medical limitations, the Coach is not a physician, registered dietician, or a psychologist and cannot replace the advice and expertise of these professionals.

The Client understands that the Client has the complete right to end a session, and that it is the Client's obligation to notify their physician or seek medical attention immediately if the Client develops any symptoms such as fatigue, shortness of breath or chest discomfort.

3. NUTRITION GUIDANCE

The Client understands that although the Coach may include recommended caloric ranges, macronutrient distribution, and suggested foods to ingest (or, in some cases, avoid) to better meet the Client's fitness goals, the Coach is not a nutritionist or registered dietician (RD), and he/she is legally not allowed to prescribe a specific meal plan for the Client. But the Client understands that any specific diet limitations need to be discussed with a physician, nutritionist, or RD to ensure proper monitoring. [MODIFY IF COACH IS CERTIFIED TO DO THIS]

4. PAYMENT/FEEES

This Agreement is valid as of [DATE]. The coaching fee is \$[COACHING FEE], and/or \$[COACHING FEE PER MONTH] per month based on [DETAILS LIKE NUMBER OF COACHING SESSIONS]. The coaching fee must be paid in full prior to the first coaching session. Monthly payments are due on the first of every month. Any late payments will have a [##, PERCENT LATE FEE] percent late fee in addition to the amount due.

5. RELEASE OF INFORMATION

Client understands and acknowledges that [COACH] may, at its sole discretion, release de-identified health information. Client also agrees to release image and likeness for limited business purposes of marketing and promotion for Coach. The Client agrees that they are signing a release to allow the use of these photographs for the Coach's business purpose.

6. NO GUARANTEE OF RESULTS

This Agreement is absolutely not a guarantee of any results due to their subjective nature. The Coach does warrant that coaching recommendations are scientifically-based.

7. TERMINATION [THIS CAN BE CHANGED IF YOU HAVE A DIFFERENT TERMINATION POLICY.]

The Client has the ability to stop the program at any time with [NUMBER OF DAYS TO GIVE NOTICE, EXAMPLE: THIRTY (30)] days written notice to Coach.

8. ASSUMPTION OF THE RISK

The Client understands that portions of the program, such as exercise, involves certain risks, including but not limited to, serious neck and spinal injuries resulting in complete or partial paralysis, heart attack, stroke or even death. Also, injuries could occur to bones, joints or muscles. Slips, falls, and unintended loss of balance could result in muscular, neurological, orthopedic or other bodily injury. The Client understands that part of the risk involved in undertaking any activity or program is relative to their own state of fitness or health (physical, mental, or emotional) and to the awareness, care and skill which Client conducts themselves in that activity or program.

Knowing the material risks and appreciating, knowing and reasonably anticipating that other injuries are a possibility, the Client hereby expressly assume all of the delineated risks of injury, all other possible risk of injury, and even risk of possible death, which could occur by reason of the Client's participation

The Client hereby waives, releases and forever discharges to [COACH NAME] from any and all responsibilities or liability for any present and future injuries or damages resulting or arising from my participation in any activities including but not limited to use of the nutrition guide, exercise, personal training or use of the equipment including any injuries and damages caused by the negligent act or omission of any of those persons or entities mentioned above.

9. COOPERATION/NO SHOWS

If a session is cancelled for any reason, a [TIME PERIOD FOR CANCELLATION NOTICE, EXAMPLE: TWENTY-FOUR (24) HOURS] notice must be given by calling the Coach at [COACH PHONE NUMBER], or the session will be forfeited.

The expiration policy requires completion of all personal training sessions within [##] days from the date of the contract. All coaching sessions are void after this time period. [CAN BE REMOVED IF NOT A POLICY FOR YOUR BUSINESS]

10. COPYRIGHT [THIS CAN BE REMOVED IF THE SERVICES ARE ONLY IN-PERSON AND THERE ARE NO ONLINE MATERIALS.]

All content provided by the Coach to Client (collectively, "Content"), including but not limited to, graphics, logos, icons, images, audio and video clips, digital downloads, data compilations, and software, is Coach's property or the property of our licensors or licensees, and the compilation of the Content is our exclusive property, protected by United States and international copyright laws, treaties and conventions.

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11. CLIENT’S USAGE/SOCIAL MEDIA

Client may be granted access to Facebook or other social media groups for additional education and materials. The intent of such groups is to facilitate the training process and relationship between members, improve accountability, encourage members, celebrate achievements, create a community for clients, and facilitate training opportunities. If Coach deems Client’s behavior or content inappropriate, harmful, or offensive in any way, Client or the content may be removed from the group without any notice.

12. RESOLVING DISPUTES

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in [COACH COUNTY AND STATE]. Any costs and fees other than attorney fees associated with the mediation will be shared equally by the parties. If it proves impossible to arrive at a mutually

satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed-upon arbitrator in [COACH COUNTY AND STATE]. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrator.

13. FORCE MAJEURE

In the event either party is unable to perform its obligations under the terms of this Contract because of acts of God, strikes, equipment or transmission failure or damage reasonably beyond its control, or other causes reasonably beyond its control, such party will not be liable for damages to the other party for any damages resulting from such failure to perform or otherwise from such causes.

14. APPLICABLE LAW

This Agreement will be governed by [COACH STATE] law, without giving effect to conflict of laws principles.

15. ENTIRE AGREEMENT

This agreement contains the entire understanding between Coach and Client. It supersedes all prior agreements between the parties. The only way to add or change this agreement is to do so in writing, signed by all the parties. If the parties want to waive one provision of this agreement, it does not mean that any other provision is also waived.

THE UNDERSIGNED HAVE READ AND UNDERSTAND THE ABOVE CONTRACT AND AGREE TO THE TERMS AND CONDITIONS IN THEIR ENTIRETY.

COMPANY:

Date

Printed Name: _____

Title: _____

CLIENT:

Date

Printed Name: _____