

Lifestyle Med Revolution Medical Liability Waiver and Assumption of Risk and Release of Liability

While David Bowman, M.D. is a physician, I understand that he is not my primary care provider or specialist nor is he directly involved with my medical care. The purposes of seeking health education from him via Lifestyle Med Revolution are to learn and apply lifestyle medicine principles that are designed to improve my health. Any changes to medications will be done by my primary care provider or specialist. I understand that the goal of lifestyle changes will be, in some cases, to lower my blood pressure or blood sugar if I'm hypertensive or diabetic. However, medications I may be taking may also improve those conditions. If, in the process of applying lifestyle changes, especially (but not solely) while taking medications, certain conditions arise, including but not limited to low blood pressure (as evidenced by symptoms including but not limited to lightheadedness, dizziness upon standing, feelings like fainting or actual fainting) or low blood sugar (as evidenced by symptoms including but not limited to lightheadedness, feeling like fainting or actual fainting, jitteriness or unclear thinking) occur, I understand that I need to call my own health care provider(s) and/or seek emergency care. It is recommended to regularly check your blood pressure and blood sugar while making lifestyle changes. Other unforeseen medical issues may arise – including but not limited to injuries or sudden and severe health problems including but not limited to paralysis, heart attack, stroke or death. I am voluntarily coming to Dr. Bowman for health education and can withdraw at any time. It is recommended that I seek the advice of my own health care provider before undergoing any major lifestyle changes. If there are any questions I have, I do have the opportunity to ask them.

I, the undersigned, understand and acknowledge that lifestyle changes, especially nutritional and physical activity changes, have inherent risks and dangers, both foreseen and unforeseen, that may result in injury or illness.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH TRAVELING TO AND FROM AS WELL AS PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL, OR THE CONDITION OF THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN OR UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY, INCLUDING TRAVEL TO, FROM AND DURING THIS ACTIVITY.

I agree to indemnify and hold harmless David Bowman, M.D. and Lifestyle Med Revolution against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If David Bowman, M.D. and/or Lifestyle Med Revolution incur(s) any of these types of expenses, I agree to reimburse David Bowman, M.D. and/or Lifestyle Med Revolution.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE DAVID BOWMAN, M.D. AND LIFESTYLE MED REVOLUTION AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST DAVID BOWMAN, M.D. AND LIFESTYLE MED REVOLUTION _ FOR PERSONAL INJURY OR PROPERTY DAMAGE.

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

I also hereby acknowledge and agree:

1. The purpose of nutritional counselling is to improve the overall health, vitality and well-being of the body through nutritional education and the use of natural foods and non-medicinal nutritional supplements. The **PN Certified Master Health Coach, Keisha Sumner**, does not diagnose diseases, disorders or conditions.
2. The **PN Certified Master Health Coach, Keisha Sumner**, is not a licensed Dietitian, Naturopathic Doctor or Medical Physician.
3. As part of the Nutritional Counselling Services, I may be asked to provide information concerning my physical habits, medical history, moods, energy levels, likes and dislikes, lifestyle and diet. This information is collected to enable the **PN Certified Master Health Coach** to: (i) assess my knowledge of nutrition, (ii) education me about the benefits of sound nutritional practices and (iii) recommend dietary changes to improve my general health, vitality and overall well-being. The **PN Certified Master Health Coach, Keisha Sumner** will hold this information in confidence and will not release or disclose this information to any other person, without my prior consent, except as required by applicable law.
4. If the **PN Certified Master Health Coach, Keisha Sumner**, suspects the existence of disease, disorder or condition, I will be informed of this suspicion. However, I acknowledge this is not a diagnosis or conclusion about the state of my health and that I am directed to promptly consult a licensed Physician or Naturopath about any suspected problems.
5. Should I request the **PN Certified Master Health Coach, Keisha Sumner**, to recommend dietary changes and/or nutritional supplements to enhance my body's natural ability to resist and/or overcome a known disease, disorder or condition, it is my responsibility to disclose the nature of the disease, disorder or condition and all other relevant details to the **PN Certified Master Health Coach, Keisha Sumner**. If I have not previously consulted a licensed Physician or Naturopath about this disease, disorder or condition, I acknowledge that I am directed to promptly do so. I am not to alter or

discontinue treatments prescribed by a licensed Naturopath, Physician or other licensed health professional without consulting the individual who prescribed the treatment.

6. In providing Nutrition Counselling Services to me, the **PN Certified Master Health Coach, Keisha Sumner**, is relying upon the truth, accuracy and completeness of all information I have provided to her. Any recommendations I follow for changes in diet, including the use of nutritional supplements, are entirely my responsibility.

7. **Keisha Sumner** is in no way liable for my health or safety.

8. In consideration of my participation in the **Nutritional Counselling Services**, I hereby accept all risk to my health, including injury or death that may result from such participation and I hereby release the **PN Certified Master Health Coach, Keisha Sumner**, on my behalf and on behalf of my personal representatives, estate, heirs, next of kin, and assigns from any and all costs, claims, causes of action and damages arising from any and all illness or injury to my person, including my death, that may result from or occur as a result of my participation in the **Nutrition Counselling Services**, whether caused by negligence or otherwise.

9. Coach and client expectations.

As your coach, you can expect me to:

- Be a partner in bringing out the best, the deepest, and the truest in you
- Provide safety, encouragement, and support: an environment where you can relax and explore
- Respect the confidentiality of the agreements we make
- Expand your view of what is possible and promote discovery of new insights
- Give you input and straight feedback, and operate as a sounding board
- Listen carefully to what you say and ask questions to increase your awareness
- Be an ongoing resource for you in accomplishing your intentions.

I expect that you, as my client, will:

- Cultivate core honesty with yourself
- Commit yourself to intentions that are truly meaningful and significant to you
- Be open to my feedback, and keep me honestly informed as to what is and is not working for you in our coaching relationship
- Take ownership of your progress and your accomplishments
- Take financial responsibility for your coaching time. If you are unable to give a one day advance notice for a missed appointment, you will forfeit your session.

10. **Program Fees:** Please refer to Fee Structure at <http://www.lifestylemedrevolution.com>.

11. **Cancellations:** 24 hours is required for cancelling 1-on-1 appointments. Appointments not

cancelled within 24 hours of your appointment time, will be billed at 100%.

12. I understand that any therapies I undertake with Keisha Sumner are undertaken of my own free will. I accept that the ultimate responsibility for my health care is my own and that Keisha Sumner is here to support me in this. I understand that my practitioner reserves the right to determine which cases fall outside their scope of practice, in which event an appropriate referral will be recommended. I hereby agree to assume full responsibility for any manner of loss, injury, claim or damage whatsoever, known or unknown, incurred as a result of same and I, my heirs, executors, administrators or assigns for any loss, injury, claim or damage sustained as a result of my attendance and/or participation. I have read the above release and waiver of liability, and fully understand its contents and voluntarily agree to the terms and conditions stated.

13. **No Refunds:** Lifestyle Med Revolution abides by a strict no refund policy. By accepting the terms of this Agreement, you agree and understand that you are foregoing the right to claim any refund of fees paid for access and use of the Program(s) or Services offered by Lifestyle Med Revolution. You further acknowledge that in accepting the terms of this Agreement and affirmatively seeking the benefits of and membership in such Program(s) **you are taking full responsibility for YOUR OWN success.** Thus, you agree that you will not request a refund.

14. **Disclaimer.** Our coaching and counselling services are not in any way to be construed as, or a replacement for, psychotherapy, legal counsel, or medical advice. You are responsible for creating your own decisions and results. You agree not to hold me, or any company I am affiliated with, liable for any outcomes resulting directly or indirectly from the coaching process. Feel free to consult your attorney.

Client Signature

I HAVE CAREFULLY READ THIS AGREEMENT AND AGREE TO THE TERMS OUTLINED ABOVE. I UNDERSTAND THIS AGREEMENT TO BE A FULL AND FINAL RELEASE OF ALL COSTS, CLAIMS, CAUSES OF ACTION AND DAMAGES OF ANY KIND ARISING FROM OR IN CONNECTION WITH LIFESTYLE MED REVOLUTION PROGRAMS AND SERVICES.

X

Print name:

Date: