



NUTRITION COACHING AGREEMENT

Please download pdf, sign where indicated, screenshot and send to Berryswole@gmail.com

Between Andrew Berry and Client: _____

The details of your customized coaching plan are made a part of this Agreement. In consideration of our preliminary communications and your receipt of a coaching services, you agree to the following:

COACHING

Welcome to online coaching. It is my hope that we can help you reach your goals and improve your health. With any of the work we do, I want to be clear that I am not prescribing any medications, trying to treat or cure any illnesses. Only a medical physician can do this. All advice from Andrew Berry is given as if he was saying what he would do in your particular situation for himself.

FEES AND PAYMENT

You agree to the designated fees at the time of purchase with a minimum (3) month commitment for online coaching. We need this as a minimum to make progress. Payment is made through signing up for recurring payments through Pay Pal on buttons indicated on *Online Coaching* page and must be made in advance of services.

PRIVACY

Client information and records are confidential unless I receive your advance permission to disclose or except as required by law. All of our conversations and information exchanged is confidential. If I would like to post a picture of you to my social media, I will get permission from you first.

COACH RESPONSIBILITIES

Coach Andrew Berry will do everything in his power to return emails within 24 hours of receipt. There are times when this is delayed due to travel where it will be indicated in an auto-reply email. Typically, emails are answered in the order they come in, though, clients that are 5 weeks out or less from a competition or an event might get priority. In the event that a quick response is needed please put URGENT in the Subject line. Please do your best to adhere to

your check in times. If you need to change your day, please let me know. I also make myself available to emails from clients for questions about their programs at any time and again will do my best to get back to you within the day.

CLIENT RESPONSIBILITIES

You agree to cooperate in completing the initial questionnaires/food logs/other assessment material I need from you in a timely manner so productive coaching can occur. You will check in at the appropriate agreed upon time (usually every week). You also agree to a minimum of three months of online coaching once signed up. You have the sole responsibility to contact your physician for approval for participation in coaching if coaching is for health reasons. You recognize that any activity in which problems/life situations are discussed bears some risk, which you the Client agree to accept in its entirety. You agree to hold harmless and indemnify Andrew Berry and representatives from any liability whatsoever resulting from your participation in coaching activities, including but not limited to medical expenses. You accept the risk of any decision, action or outcome based on the coaching relationship. You acknowledge that expectations and results or participation in coaching activities vary among individuals and that each individual may not receive the same benefit. You agree that Coach may discontinue services to you upon notification to you in writing for any reason, including the following: your failure to cooperate to the best of your ability in the activities and schedules planned; non-payment of fees within 5 days of the due date. Client shall provide at least a two (2) week notice to Coach if client wishes to discontinue coaching services after the minimum (3) month coaching period.

COACH

Andrew Berry

CLIENT x _____

DATE: _____

DISCLAIMER: Andrew Berry is not a doctor or registered dietitian, but he does have a couple of degrees in the field and lots of experience with working with people on improving their body composition and overall health through the use of nutrition. The contents of this document should not be taken as medical advice. It is not intended to diagnose, treat, cure, or prevent any health problem - nor is it intended to replace the advice of a physician. Always consult your physician or qualified health professional on any matters regarding your health. All documents included or exchanged between Andrew

Berry and the Client are not be copied, sold or redistributed without consent of Andrew Berry.

WAIVER AND RELEASE OF LIABILITY

In consideration of the risk of injury while participating in Online Coaching with Andrew Berry and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge Andrew Berry, located at 299 Locust Hill Rd, Shelburne, Vermont 05482, and affiliates, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from an event related to this Activity.

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 Andrew Berry 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 Andrew Berry incurs any of these types of expenses, I agree to reimburse Andrew Berry.

I acknowledge that Andrew Berry and their directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Andrew Berry.

I ACKNOWLEDGE THAT THIS ACTIVITY MAY INVOLVE A TEST OF A PERSON'S PHYSICAL AND MENTAL LIMITS AND MAY CARRY WITH IT THE POTENTIAL FOR DEATH, SERIOUS INJURY, AND PROPERTY LOSS. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to, participants, volunteers, spectators, coaches, event officials and event monitors, and/or producers of the event.

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 Andrew Berry 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 Andrew Berry FOR PERSONAL INJURY OR PROPERTY DAMAGE.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of Andrew Berry, its agents, and employees.

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.

This Agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the Participant, _____, and Andrew Berry agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing this agreement. I certify that I have read this agreement, that I fully understand its content and that this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing it of my own free will.

Participant's Name:

Participant's Address:

Signature:

Date:

PARENT / GUARDIAN WAIVER FOR MINORS

In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian, as follows:

I hereby certify that I am the parent or guardian of _____, named above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

Parent / Guardian Name:

Relationship to Minor:

Signature:

Date: