

## **Salutation Fitness Wellness Health Coaching & Consults Terms and Conditions**

This agreement between health coach (herein named as COACH) and client (CLIENT), will be effective for 6 (SIX) months after coaching is initiated via payment.

### **Description:**

Coaching is a partnership (defined as an alliance, not a legal business partnership) between the COACH and the Client which involves a thought-provoking and creative process to inspire the CLIENT to maximize their personal potential. Throughout our coaching relationship, the COACH will engage in direct and personal conversations with the CLIENT. The purpose of these interactions is for the COACH to evaluate thoughts/behaviors/intentions and support the CLIENT with change to realize their fullest health potential.

Coaching may address overall goals, specific personal, health or professional issues, or general conditions in the CLIENT's personal or professional life. Coaching services may include setting priorities, establishing goals, identifying resources, brainstorming, creating action plans, and asking clarifying or probing questions. Coaching is not directive advice, counseling, or therapy.

The COACH does not work in the capacity of a nutritionist, doctor, or therapist, and they do not diagnose conditions, prescribe treatments, or provide psychological therapeutic interventions.

As partners and facilitators, health and wellness coaches support clients in achieving health goals and behavioral change based on their clients' own goals and consistent with treatment plans as prescribed by individual clients' professional health care providers. Coaches assist clients to use their insight, personal strengths and resources, goal setting, action steps, and accountability toward healthy lifestyle change.

### **Liability Release**

You, the client, understand that it is your responsibility to discuss health and wellness information with your primary care provider and other providers as necessary. You understand that it is your responsibility to consult or not consult with your providers prior to participating. You understand that coaching is not a health care service and is not a substitute for any medical or mental health service and/or advice.

You recognize that coaching requires emotional, physical, and mental efforts, exertion, and behavioral experimentation, on your part, which may cause physical, mental or emotional injury. You also understand that you use coaching services at your own risk and that the services are delivered "as is" without any warranty of any kind. This service is voluntary. Any action or advice taken, or not taken, during the course of coaching is solely by your choice and is your ultimate responsibility. You accept full responsibility for

any outcome, waiving all rights to liability or any claims against Salutation Fitness Wellness LLC, any of its agents, administrators, or employees.

Responsibilities:

1. COACH agrees to maintain professional ethics and standards as set forth by the Coaching Profession. Both COACH and CLIENT agree to value and be respectful of each other's time and the nature of the relationship.
2. CLIENT agrees to communicate honestly, be open to feedback and assistance. CLIENT agrees to create the time and energy to participate fully in the sessions. CLIENT makes a commitment to work to complete action plans created.
3. CLIENT is responsible for creating and implementing his/her own physical, mental and emotional well-being, decisions, choices, actions or results. As such, the Client agrees that the COACH is not and will not be liable for any actions or inactions, or for any direct or indirect result of any services provided by the COACH.
4. CLIENT understands that coaching is NOT to be used as a substitute for professional advice by legal, mental, medical or other qualified and licensed professionals and will seek independent professional guidance for such matters.
5. As provided services do not replace psychotherapy or mental health services and if CLIENT is currently under the care of a mental health professional, the COACH will recommend that the CLIENT inform the mental health care provider about the coaching relationship. Salutation Fitness Wellness and its coaches are not required to provide communication, progress updates or action plans to mental health providers, as this is the responsibility of the CLIENT.
6. Any communication about health is not a diagnosis or recommendation for medical treatment and does not constitute medical advice. The services do not replace or supersede applicable health or medical services such as encounters or follow-up with a medical doctor/professional.

Confidentiality:

The coach agrees that information provided by the CLIENT will be kept strictly confidential, as permissible by law. The COACH will not disclose the CLIENT's name as a reference or testimonial or disclose any personal information to a third party without permission. According to the ethics of the coaching profession, topics or general situations may be anonymously and hypothetically shared with other coaching professionals for training, supervision, mentoring, evaluation and professional development and/or consultation purposes. Coaching session summaries may be occasionally accessed by other Salutation Fitness Wellness Coaching staff strictly for quality assurance and training purposes.

Calls are intended to be private between coach and CLIENT. For full disclosure and prior to starting any video or audio session, both coach and CLIENT agree to disclose if any other parties are present during the session for any reason (e.g. – other Salutation Fitness Wellness staff, CLIENT's family, friends, or support persons). For the purposes of training, supervision or mentoring of coaches, on occasion, the COACH or Salutation Fitness Wellness staff may request permission of CLIENT for designated staffers to be present during a call/video session. A staffer/professional/coach may be allowed to observe for these purposes only if permission is granted by the CLIENT.

#### Session Notes & Confidentiality:

The coach does provide a brief session note at the end of the session for CLIENT's file. Session notes have first initial and last name without other identifying information to maintain confidentiality and protection of personal information. The note designates action steps, main issues addressed for the coach's future reference; specific and details on sensitive information is omitted.

Note: If rates change before this agreement has been signed and dated, the prevailing rates will apply.

#### Cancellation Policy for Subscription Plan:

For our paid members, you authorize us to charge you the weekly/monthly plan Fee to your chosen payment method for six monthly plans at the time of the initial payment and each week/month thereafter until you cancel or it expires. You must cancel your subscription plan before it renews to avoid being charged the weekly/monthly subscription fee for the next month. You can cancel your subscription with 30 days' notice. If you cancel your subscription and your subscription term has not expired, you may continue to use the services until the end of your then-current subscription period, and your subscription will not be renewed after your then-current subscription period expires. You are not eligible for a prorated refund of any portion of the weekly/monthly subscription fee when you cancel unless you give 30 calendar days' notice.

#### How to Cancel Your Account

Six monthly subscription can be cancelled with 30 calendar days' notice. If you need to cancel you can message via email at [salutationfitnesswellness@gmail.com](mailto:salutationfitnesswellness@gmail.com) to process this request. You can read more about our [Terms of Use](#) here.

#### Cancellation Policy for Sessions:

Cancellations must be made via email/call within 48 hours in advance for a planned session to be rescheduled without a fee. Cancellations made with less than 48 hours advance notice will be charged a late cancellation/no show fee of 100% of the session

fee. If urgent or extenuating circumstances occur, your coach or a Salutation Fitness Wellness staff member will attempt to reschedule missed or rescheduled meetings in good faith.

#### Late/Missed Session Policy:

If CLIENT is not available at the phone number or meeting link provided or in the video call room within 15 minutes of the designated start time then the appointment will be canceled as there is not enough time to complete a full coaching session and the CLIENT will be charged a no-show fee of 100% of the session fee.

If urgent or extenuating circumstances occur, your coach or a Salutation Fitness Wellness staff member will attempt to reschedule missed or rescheduled meetings in good faith.

The CLIENT should always contact their coach and if there is a problem, delay or cancellation after the call's start time. COACH will contact the CLIENT by email as a courtesy reminder of missed session and information to reschedule if applicable.

#### Termination:

Either the CLIENT or the COACH may terminate this agreement with written notice. Coaching fees are refundable according to the Cancellation Policy outlined above. If extenuating circumstances occur, then partial refunds may be made at the discretion of the Salutation Fitness Wellness staff. Pre-paid plans are only refundable on a prorated basis in the event of urgent or emergent circumstances, and the CLIENT is unable to continue with coaching.

Except as expressly provided in this agreement, the COACH makes no guarantees or warranties, express or implied. In no event will the COACH be liable to the CLIENT for consequential or special damages. This is the entire agreement of the parties and reflects a complete understanding of the parties with respect to the subject matter.

Indication of Agreement to these Terms & Conditions when scheduling appointments indicates that you, the CLIENT have read, understand and agree to all statements and the agreement in full.

Last updated: September 1<sup>st</sup>, 2026