



## RPM Nutrition

### New Client Nutrition Coaching Agreement

**Nature of the relationship.** Entering into this relationship as a new client, you are aware that the coaching relationship is in no way to be construed as psychological counseling, psychotherapy, or medical intervention. You acknowledge that that Michelle Baumgartner is not a medical doctor or registered dietician. Michelle will not provide medical advice, nor prescribe any form of supplements.

#### LIABILITY WAIVER AND ASSUMPTION OF RISK

In consideration of the services of RPM Nutrition, Alberta Canada, its agents, owners, volunteers, participants, employees, and all other persons or entities acting in any capacity on its behalf (hereinafter collectively referred to as "RPM Nutrition.") I hereby agree to release and discharge RPM Nutrition on behalf of myself, my children, my parents, my heirs, assigns, personal representative, and estate as follows:

1) By accepting these terms, I will not hold RPM Nutrition responsible for any injury, illness, allergic reaction, or lack of results while engaged in a diet or fitness program or at any time in the future. I acknowledge that Michelle Baumgartner is NOT a physician, licensed dietician, I completely acknowledge that I am simply receiving advice and that it is my choice to adhere to the provided advice. My participation in this program is voluntary, and by signing this waiver I accept responsibility for any harm, injury, illness, or death that may result from my participation.

2) I understand that it is my responsibility to consult with my physician before starting a nutrition and fitness program with Michelle Baumgartner. I hereby affirm that I am in good physical condition and do not suffer from any mental or physical disability which would prevent or limit my participation in a program provided by RPM Nutrition.

3) I hereby voluntarily release, forever discharge, and agree to indemnify and hold RPM Nutrition, Michelle Baumgartner from any and all claims, demands, or causes of action, which are in any way connected with my participation in the RPM Nutrition program, including such claims which I, my children, parents, heirs, assigns, personal representative and estate have or may have that allege ordinary negligent acts or omissions of RPM Nutrition.

4) Any advice regarding dietary supplements provided by RPM Nutrition. is strictly done so by opinion only, and these products may not have been approved by the FDA. Any



companies or products mentioned by PRM Nutrition. are not affiliated with RPM Nutrition. and PRM Nutrition is not liable for any negative repercussions.

5) By agreeing to these terms, I am accepting that I will not hold RPM Nutrition accountable for any issues, health related, or non-health related that may result from consuming a product suggested or recommended by RPM Nutrition. I understand that I am responsible for understanding my own body and the health risks involved in consuming a dietary supplement.

6) I agree that the foregoing liability waiver and assumption of risk agreement is intended to be as broad and inclusive as is permitted by the law of the province of Alberta and that if any portion thereof is held invalid, it is agreed that the remaining provisions shall continue in full force and effect. Likewise, I agree that if legal action is brought, it must be brought in Alberta, Canada.

7) I have read this liability waiver and assumption of risk and fully understand its terms. I understand that I am giving up my right to sue. I acknowledge that I am signing the agreement freely and voluntarily and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law in the Province of Alberta.

**Client Name:** \_\_\_\_\_

**Client Signature:** \_\_\_\_\_

**Date (Day/Month/Year):** \_\_\_\_/\_\_\_\_/\_\_\_\_