



New Client Agreement Form: Initial Functional Medicine Consultation

Client Name:

Client Date of Birth:

Name of Health Educator: Andrew Pearlman

Client Mailing Address:

Street Address:

City State / Province:

Region ZIP / Postal Code:

Country:

Phone (easiest to reach during day):

Email (for all program communications):

WELCOME!

It is our great pleasure to welcome you to this customized Functional Medicine Initial Consultation session! Please read and sign the following. If anything is unclear, please don't hesitate to ask. This Agreement is made today between the Health Educator and the Client (both as named above). The Initial Consultation in which you are enrolling will include all of the

following:

- A. Initial Consultation appointment to be conducted In-Person, or via Phone or Skype, which will include discussion of the health history and symptoms questionnaire paperwork, any recent lab work if applicable, and your overall health goals for the coming months and years.
- B. Documented summary of session recommendations sent via email after the initial consultation.
- C. Online access to additional nutritional and wellness educational materials.
- D. Nominal email communication with questions, specifically to address follow-up support regarding topics covered during the initial consultation.

DURATION AND SCHEDULING

My goal is to help you to become self-sufficient in being a healthier, happier and more vibrant person! The Client and Health Educator will meet In-Person, or via Phone or Skype. I understand that my clients have busy schedules, and I take pride in not keeping them waiting. The Initial Consultation will end approximately 60 minutes after it was scheduled to begin.

If the Client needs to cancel or reschedule the appointment, the Client must do so at least 48 weekday business hours in advance; otherwise, the Client will forfeit that session and owe payment for it. The Health Educator will also give the Client at least 48 hours notice of a need to reschedule due to unexpected events.

PAYMENT

The Client understands that the one-time cost of this Initial Consultation is \$199. The Client will pay for this session by bank account withdrawal or by credit card (all conducted on-line via PayPal) prior to this appointment.

DISCLAIMER OF HEALTH CARE RELATED SERVICES

The Health Educator encourages the Client to continue to visit and to be treated by his/her healthcare professionals, including, without limitation, a physician. The Client understands that the Health Educator is not acting in the capacity of a doctor, licensed dietitian-nutritionist, therapist, psychologist or other licensed or registered professional. Accordingly, the client understands that the Health Educator is not providing health care, medical or nutrition therapy services and will not diagnose, treat or cure any disease, condition or other physical or mental ailment of the human body. The Client has chosen to work with the Health Educator and understands that the information received should not be seen as medical or nursing advice and is not meant to take the place of your seeing licensed health professionals.

PERSONAL RESPONSIBILITY AND RELEASE OF HEALTH CARE RELATED CLAIMS

The Client acknowledges that the Client takes full responsibility for the Client's life and wellbeing, as well as the lives and wellbeing of the Client's family and children (where applicable), and all decisions made during and after this Initial Consultation. The Client expressly assumes the risks of the Initial Consultation, whether or not such risks were created or exacerbated by the Health Educator. The Client releases the Health Educator, his/her heirs, executors, administrators and assigns, its officers, directors, shareholders, employees, teachers, lecturers, agents, health counselors and staff (collectively, the Releasees) from any and all liability, damages, causes of action, allegations, suits, sums of money, claims and demands whatsoever, in law, admiralty or equity, which against the Releasees, the Client ever had, now has or will have in the future against the Releasees, arising from the Client's past or future participation in, or otherwise with respect to, the Program.

CHOICE OF LAW, ARBITRATION AND LIMITED REMEDIES

This agreement shall be construed according to the laws of the State of Massachusetts. In the event that any provision of this Agreement is deemed unenforceable, the remaining portions of the Agreement shall be severed and remain in full force. In the event a dispute arises between the parties, either

arising from this Agreement or otherwise pertaining to the relationship between the parties, the parties will submit to binding arbitration before the American Arbitration Association (Commercial Arbitration and Mediation Center for the Americas Mediation and Arbitration Rules). Any judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Such arbitration shall be conducted by a single arbitrator. The sole remedy that can be awarded to the Client in the event that an award is granted in arbitration is refund of the entire Initial Consultation fee. Without limiting the generality of the foregoing, no award of consequential or other damages, unless specifically set forth herein, may be granted to the Client.

Have you had a fever in the last 24 hours of 100°F or above?

Do you now, or have you recently had, any respiratory or flu symptoms, sore throat, or shortness of breath?

Have you been in contact with anyone in the last 14 days who has been diagnosed with COVID-19 or has coronavirus-type symptoms?

I further acknowledge that I am voluntarily participating in the above referenced activities with the full knowledge and understanding that said activities are taking place during the COVID-19 pandemic. I understand that while Synergy Wellness Center LLC and its employees and contractors will abide by all local, state, and federal government laws and guidelines, as well as CDC guidelines, in an attempt to keep employees and patients safe, that I assume ALL risks associated with participation in said activities during said pandemic, including but not limited to: any illness and any adverse physical and/or psychological effects from the same and/or loss of any income or other monetary loss incurred as a result of the effects of said illness and/or costs incurred in the treatment of the same. I accept full and total responsibility for my own health and agree to release, hold harmless, and indemnify, to the extent permitted by the law, Synergy Wellness Center LLC, its employees and contractors from any liability for any illness, injury, loss or damages I may incur as a result of contracting COVID-19 as a result of engaging in said above referenced activities.

I have read, understand, and agree to the content of this Agreement and voluntarily agree to the terms and conditions stated above.

If the terms of this Agreement are acceptable, please sign the acceptance below. By doing so, the Client acknowledges that he/she understands, accepts and agrees to abide by the terms hereof.

Client Signature: _____ **Date:** _____

(must be over age 18)