

Waiver and Release of Liability

Congratulations! You are taking a great step towards better health & wellness!

Before participating in our wellness services, it is common practice for Health Coaches, Breathwork Facilitators, and other non-licensed practitioners to collect your signature on a Waiver and Release of Liability (the "Waiver") form such as this. If you have any questions at all, please contact us before signing this to be sure we are on the same page.

The purpose of this Waiver is to help protect both parties. For your benefit, we want to make you aware that health and wellness services come with risks so that you can take proper precautions and make a more informed decision about whether our services are right for you.

Parties. ALM Wellco, LLC is based in the State of Massachusetts. In this Waiver, ALM Wellco, LLC, a Limited Liability Company will be referred to as "**ALM Wellco**," "**us**," "**we**," and "**our**." You, the undersigned, or the person who has clicked "I Agree" (or something similar) to this Waiver will be referred to as "**you**" or "**your**."

The Services. While working with ALM Wellco, you may receive the following services and more (the "**Services**");

- Health Coaching
- Breathwork Facilitation
- The Services include those for online viewing and participation, all pre-recorded audio or visual material, and services
- The Services also include our recommendation or sale of products or third-party services. We may receive affiliate commissions from any such sales. If you have any questions about this, please consult our Agreement or ask us directly.
- Please note that this list may not be comprehensive. Health and wellness coaching is an evolving field in which practitioners continually learn new modalities. Therefore, this Waiver will apply fully even if you receive a Service not explicitly listed here.

Qualifications. We hold the following professional certifications: Certified Health Coach, Certified Breathwork Facilitator.

Scope of Practice. The Services performed by ALM Wellco are restricted to consultation, breathwork facilitation, and coaching on the subject of holistic health intended for the maintenance of the best possible state of overall health and wellness.

Inherent Risks. You understand that receiving the Services may pose inherent risks. These risks can result in serious harm and injuries that could change your quality of life, your ability to earn an income and, in very rare and extreme circumstances, could even result in death. You understand that you are advised to first consult with your healthcare provider(s) before beginning any new health regimen including but not limited to supplementation, diet, exercise, detox, breathwork and other lifestyle changes.

Inherent Risks for Health Coaching: You understand that if you are taking any medications, have any medical conditions, and/or are pregnant or post-natal that you are advised to first consult with your healthcare provider(s) before engaging in the Services to discuss and evaluate any risks.

Inherent Risks for Breathwork: You understand that there are some contra-indications for breathwork and you are advised to first consult with your healthcare provider(s) before participating in any form of breathwork if you have any concerns.

The most common contraindications to breathwork include: Anyone on heavy medication, severe psychiatric symptoms, particularly psychosis or paranoia, schizophrenia, bi-polar depression, any person with mental illness who is not in treatment or lacks adequate support, epilepsy/seizures, heart conditions, aneurysms, osteoporosis, detached retina or glaucoma, high or abnormal blood pressure, uncontrolled diabetes, uncontrolled thyroid conditions, an active addiction, recent surgery or pregnancy.

Breathwork can result in intense physical and emotional release. Therefore, it is not advised for person's with a history of cardiovascular disease, including angina or heart attack, high blood pressure, glaucoma, retinal detachment, osteoporosis, any specific recent physical injuries or surgeries. Breathwork is not advised for persons with severe mental illness or seizure disorders or for person's using major medications. It is also unsuitable for anyone with a personal or family history of aneurysms. Pregnant women are advised against practicing breathwork without first consulting and getting approval from their primary care physician.

Affirmation of Health. By agreeing to receive the Services, you agree that you are healthy enough to receive them. You affirm that you have sought medical advice and consulted with your healthcare provider(s) to determine that these are the right Services for you and do not pose a risk to your health.

Medical Disclaimer: You understand and acknowledge that ALM Wellco is not a medical professional and does not diagnose, treat, cure, recommend or prescribe remedies in relation to any illness or disease nor provide healthcare, medical, or nutritional therapy services. You understand and acknowledge that all Services with ALM Wellco and affiliates

- are not intended to replace any relationship you have with your medical doctor and/or primary health care provider(s);
- are not intended to constitute medical advice or any substitution for medical care;

- are not intended to be relied on for recommendations, in relation to any illness or disease, pain, deformity, injury, or mental or physical condition of any kind

You understand that it is your responsibility to first consult with your healthcare provider(s) before engaging in the Services if you have an existing condition or concern. You understand that it is your responsibility to discuss the information provided during the Services with your healthcare provider(s).

Lab Results Dr. Notification: It is your responsibility to deliver all laboratory test results to your healthcare provider(s) for any medical interpretation or opinion. You understand that you will receive a nutritional interpretation of the test results from ALM Wellco that is to be used exclusively as an educational tool for personal health purposes. However, your personal healthcare provider may use these same laboratory results to diagnose and treat disease. Out of reference laboratory reference range results will be indicated on the official lab result form provided by ALM Wellco from a State Certified Laboratory to the undersigned. This information is not intended to, cannot, and should not be expected to substitute for a personal consultation with your own healthcare provider. Further, by signing this waiver, you release ALM Wellco, lab partners, independent representatives, associates and affiliates from any and all liability for any failure to identify any medical condition or disease. It is understood and agreed that this is not the purpose of the Services. You acknowledge that you are advised not to disregard medical advice or delay seeking one because of information you received from ALM Wellco or affiliates. You have been advised not to start or stop any medications without speaking to your healthcare provider first.

Disclaimer: You understand that the information on ALM Wellco web sites, information packets, social media, and all marketing materials are believed to be extremely accurate, but such accuracy cannot be guaranteed by ALM Wellco, independent representatives, associates and affiliates as we are not the originators of the underlying data used in the interpretation. The information provided by ALM Wellco or affiliates is for informational purposes only and is not intended to substitute professional medical advice, diagnoses, or treatment.

Media Release: You understand that by participating in the Services, you consent to allow ALM Wellco to capture and use your pictures, videos, and/or testimonials for any purpose, including commercial use, in any and all media, now known or hereafter devised. You understand that this content will be public.

Voluntary Assumption of Risk. You acknowledge and agree that the use of any health, wellness and lifestyle regimen, or information is completely voluntary, and even though you have been accepted as a client/participant, you are solely responsible for freely choosing to implement them. By agreeing to this Waiver you are confirming your voluntary engagement and assumption of the risks of the Services.

Release, Waiver and Indemnity. You hereby release, hold harmless, indemnify and waive any claims against ALM Wellco, LLC and its members, owners, directors, officers, contractors, employees, affiliates, volunteers, associates, landlords, agents, executors, administrators, successors, family members and assigns (the **"Released Parties"**) with respect to any and all liability and damages incurred during, or in any way associated with, your participation in the Services with ALM Wellco, however caused. You agree that this provision applies to you, your family, heirs, executors or anyone else who may be able to bring a legal action on your behalf in the future.

Continued Agreement. Your agreement to this Waiver will act as your continued agreement to all ensuing sessions, workshops, and Services, whether in person, online, or via videoconferencing tool.

Arbitration. Any controversy or claim arising out of or relating to this Agreement or the breach of this agreement shall be settled exclusively by arbitration. You also agree that should arbitration take place, it will be exclusive to the courts of the State of Massachusetts or such other arbitrator mutually agreed upon by the parties

General Legal Provisions. Choice of Laws and Venue. This Waiver will be governed exclusively by the laws of the State of Massachusetts. The parties agree to irrevocably submit all claims to the exclusive jurisdiction of the courts of the State of Massachusetts.

Severability. If any terms or provisions of this Waiver are invalid or unenforceable, the other provisions in the Waiver will remain in full force and effect.

Checking the box acknowledges that you have read and understand this Waiver and agree to the terms and conditions stated above.