

# Active Life Coaching Disclaimer & Waiver



All coaching services and communication email, group call or otherwise, delivered by **Active Life Coaching** as well as information provided on websites of Active Life Coaching, including but not limited to [SHIFTwithDrMoe.com](http://SHIFTwithDrMoe.com) , [AMSLifestyleMedicine.com](http://AMSLifestyleMedicine.com) , [FreedomToSHIFTbook.com](http://FreedomToSHIFTbook.com) [AMSGroupChat.com](http://AMSGroupChat.com) and any affiliated sites are meant to help you identify the areas in your life and in your thinking that may be standing in your way. However, coaching is not professional mental health care or medical care. If you feel psychologically stressed to the point that it is interfering with your ability to function, please have the courage to seek the help you need in the form of a professional counselor or call 911 immediately.

**In that spirit, by purchasing coaching services from your Coach, you confirm that you have read and agreed to each statement and that you wish to proceed:**

- I understand that the group or individual coaching services I will be receiving from my Coach are not offered as a substitute for professional mental health care or medical care and are not intended to diagnose, treat or cure any mental health or medical conditions. I also understand that my Coach is not acting as a mental health counselor or a medical professional.
- I understand that coaching is, at present, an unregulated industry and that my Coach is not licensed by any internationally recognized regulator. I also understand that for all legal purposes, the services provided by my Coach will be considered to be provided from any remote location worldwide.
- I understand and agree that I am fully responsible for my well-being during my coaching sessions, and subsequently, including my choices and decisions.
- I understand that coaching is not a substitute for counseling, psychotherapy, psychoanalysis, mental health care or substance abuse treatment, and I will not use it in place of any form of therapy or medical care.
- I understand that all comments and ideas offered by my Coach are solely for the purpose of aiding me in achieving my defined goals. I have the ability to give my informed consent, and hereby give such consent to my coach to assist me in achieving such goals and aims.
- I understand that to the extent our work together involves career or business, my Coach is not promising outcomes included but not limited to increased clientele, profitability and or business success.
- I understand that my Coach will protect my information as confidential unless I state otherwise in writing. If I report child, elder abuse or neglect or threaten to harm myself or someone else, I understand that necessary actions will be taken and my confidentiality agreement limited in this capacity. Furthermore, if my Coach is ordered by a court to provide information or to testify, they will do so to the extent that the law requires.
- I understand that the use of technology is not always secure and I accept the risks of confidentiality in the use of email, text, phone, Zoom and other technology.
- By purchasing coaching I agree to SMS/Text messaging as it relates to coaching and other services I may be interested in

- I hereby release, waive, acquit and forever discharge my Coach, any agents, successors, assigns, personal representatives, executors, heirs and employees from every claim, suit action, demand or right to compensation for damages I may claim to have or that I may have arising out of acts or omissions by myself or by my Coach as a result of the advice given by my Coach or otherwise resulting from the coaching relationship contemplated by this agreement. I further declare and represent that no promise, inducement or agreement not expressed in this agreement has been made to me to sign this agreement. This agreement shall bind my heirs, executors, personal representatives, successors, assigns, and agents.

### **Active Life Coaching Contract / Agreement**

These fees will be paid at the discretion of the coach, either one-time or a monthly recurring fee. Currently the services are inclusive of regularly scheduled group meetings, educational content and a community forum. These offerings may increase or decrease at any time

### **Services**

The services to be provided by the coach to the client are live group coaching, an educational platform and community forum. Coaching may address specific personal life struggles, business issues, or general conditions in the client's life or profession. Other coaching services include values, thought storming, identifying action plans, examining modes of operation in life, asking clarifying questions, and making empowering requests or suggestions for action. Additionally, the client may be asked to reflect on difficult topics or situations which may result in an expression of emotions.

Throughout the working relationship, the coach will engage in direct and personal conversations. The client understands that successful coaching requires a co-active collaborative approach between client and coach. In the coaching relationship, the coach plays the role of a facilitator of change, but it is the client's responsibility to enact or bring about the change by their own action.

### **Prior History**

The client also agrees to disclose details of the past or present psychological or psychiatric treatment as it relates to progress, however, coaching and counseling are not the same. Likewise, therapy and other modes of professional or medical psychological examination shall not be considered equivalent to coaching.

I am not a registered psychologist or psychiatrist, nor a licensed therapist. I do not engage in therapy with my coaching clients. I am not acting as a medical professional in any capacity with my coaching clients and am contracted by Active Management Solutions, LLC to provide coaching and educational services to AMS Lifestyle Medicine patients. In entering into the coaching relationship, and signing the agreement, you are agreeing that if any mental health or medical issues arise during the course of the coaching relationship, you call 911 emergently or seek immediate medical help.

### **Confidentiality**

All information about the coach/client relationship conveyed privately will remain strictly confidential except in very rare circumstances where decreed by law; i.e. where the court might issue an information request / subpoena for the file or information.

If you wish for me as your coach to speak to someone outside our interactions, you need to give me written permission (original letter, fax or email) to do so. Exceptions to confidentiality of course relate to circumstances such as intent to seriously harm someone, child abuse, thoughts of suicide etc. Otherwise, all remaining information is kept strictly confidential.

It is also important to note that in some situations, it is important to be aware of the use of technology in that for some clients, there is a risk in using certain media such as the internet, mobile phones and cordless phones. None of our interactions are HIPAA compliant and should not be treated as such.

### **Termination**

Payment is expected at the time of service and are nonrefundable. In the event Active Life Coaching offers a guarantee, this will be discussed in separate documentation with the client.

### **Release of Liability**

Life Coaching is a service that provides personal or professional coaching to specific individuals and/or groups. The client is aware that coaching is in no way to be construed or substituted as psychological counseling or any other type of therapy or medical advice. I will at all times exercise my best professional efforts, skills and care of ensuring my client is coached to meet their life coaching aims and goals, the client understands and acknowledges the coach will not be liable legally or otherwise, for the actions the client may or may not undertake as a result of the life coaching sessions. No assumption of responsibility is made, or given, and the client requesting such advice agrees not to hold Dr. Moe, affiliated coaches and **Active Life Coaching** (Coach) responsible or liable in any form or fashion, for such actions taken of their own accord. The method and process by which this advice and direction is given in whatsoever, written or verbal, constitutes an agreement or liability on the part of the Coach and is acknowledged to be different in many ways than clinical counseling or medical care.

You (the client) agree that using any of these life coaching services are entirely at your own risk. Life coaching services are provided "as is", without warranty of any kind, either expressed or implied, including without limitation any warranty for information services, coaching, uninterrupted access, or products and services provided through or in connection with the service. This service is requested at the client's own choice and with inherent singular responsibility. Any actions or lack of actions, taken by the client of such advice is done so solely by choice and responsibility of the client and is neither the responsibility nor liability of **Active Life Coaching**. The client takes full responsibility in the decisions they make after being coached as well as the consequences. The client enters into coaching with full understanding that they are responsible for creating their own results. Periodically, **Active Life Coaching** may provide links to other web sites or written print material which may be of value, interest and convenience to you. This does not constitute endorsement of material at those sites or any associated organization product of service. It is the responsibility of the user to make their own informed decision about the accuracy of the information at those sites and print material including their privacy policies. In no event shall **Active Life Coaching** (Coach) be liable for any incident or consequential damages resulting from use of the material.