

Waiver of Liability and Hold Harmless Agreement for Coaching with Savor Life Wellness & Coach Kendra through the Trim Healthy Mama Coaching Program

Client Name: _____

I expect and intend to participate in the Trim Healthy Mama Coaching Program, hereinafter referred to as the program, following the execution of this agreement. Upon signing and submitting this form, I acknowledge that my participation in the program is completely voluntary. I further agree and understand that during the program I specifically agree to comply with all reasonable directions and instructions by my Trim Healthy Mama Coach for the duration of the program. I also certify that I am in adequate physical condition to participate in this program and that I have no known physical conditions which could be worsened or aggravated by my participation.

Due to the nature of this program, I acknowledge that my participation could involve risk of bodily injury, illness, death, property damage, or other risks associated with this program, and I assume full responsibility for such, including, those arising from travel to and from any associated program events. This waiver contemplates a wide range of risks including but not limited to those relating to travel, terrain, weather, eating and sleeping arrangements, and any and all other circumstances relating to the program.

Furthermore, in consideration of the opportunity to participate in the above referred program, with full knowledge and appreciation of the risks involved, and full understanding of the above issues/conditions. I hereby covenant to release, indemnify, and hold harmless Trim Healthy Mama LLC, its owners, officers, employees, coaches, representatives, volunteers, and agents ("Releasees") from all manner of action and actions, cause and causes of action, suits, claims, or demands of any nature, including personal injuries, death, damages or property loss resulting from said participation. I specifically intend this waiver to preclude liability caused by the negligence of the Releasees.

I intend this agreement to bind my spouse, family heirs, assigns, and personal representative, and it shall be deemed as a perpetual release, waiver, discharge and covenant not to sue the Releasees.

In signing this agreement, I agree that I have read this Waiver of Liability and Hold Harmless Agreement, understand it, sign it voluntarily, have had the opportunity to have it reviewed by my legal counsel if desired, and hereby agree to be bound by the same. I further attest that I am at least eighteen years old and fully competent; that no oral

statements apart from this agreement have been made; and I expressly agree that this release is intended to be as broad and inclusive as permitted by the laws of the State of Michigan, is entered in the State of Michigan, and shall be governed by Michigan law. Any dispute arising from this agreement shall be brought in a court of competent jurisdiction located and sitting in Ingham County, Michigan, and the parties expressly waive the right to trial by jury. The prevailing party to any dispute may recover from the other all expenses incurred, including reasonable attorney's fees.

Also in consideration of the risk of injury while participating in coaching with Kendra Everett of Savor Life Wellness as consideration for the right to participate in the activity. I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the activity, and do hereby release and forever discharge Kendra Everett of Savor Life Wellness located in Mason, Michigan, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical and/or psychological injury, including but not limited to, illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned activity, including traveling to and from an event or appointment related to this activity.

I am voluntarily participating in the aforementioned activity and I am participating in the activity entirely at my own risk. I am aware of the risks associated with traveling to and from as well as participating online and over the phone and in all other forms of this activity, which may include, but are not limited to, physical or psychological injury, pain, suffering, illness, disfigurement, temporarily or permanent disability (including paralysis), economic or emotional loss, and death. I understand that these injuries or outcomes may arise from my own or others' negligence, conditions related to travel, or the conditions of the activity locations. Nonetheless, I assume all related risks, both known or unknown to me, of my participation in this activity, including travel to, from and during this activity.

I agree to indemnify and hold harmless Kendra Everett of Savor Life Wellness against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If Kendra Everett of Savor Life Wellness incurs any of these types of expenses, I agree to reimburse Kendra Everett of Savor Life Wellness.

I acknowledge that Kendra Everett of Savor Life Wellness and their directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Kendra Everett of Savor Life Wellness.

I acknowledge that this activity may involve a test of a person's physical and/or mental limits and may carry with it the potential for death, serious injury, and property loss. I acknowledge that this activity is not an alternative to medical treatment and/or psychiatric care. I acknowledge that I have been informed that Kendra Everett is not a medical professional, licensed or qualified to make medical diagnosis and/or changes to my treatment plan for any health conditions I may be receiving services for. The materials, information, and guidance offered by Kendra Everett of Savor Life Wellness are for informational purposes only and is not intended as a substitute for the advice and/or care of your physician(s) and other care team members. As with all new diets and fitness regimens, the coaching, nutrition, fitness program offered by Kendra Everett of Savor Life Wellness should be followed only after first consulting with your physician to make sure it is appropriate for your individual circumstances. Kendra Everett of Savor Life Wellness expressly disclaim responsibility for any adverse effects that may result from the use of services offered by Kendra Everett of Savor Life Wellness.

I acknowledge that I have carefully read this waiver and release and fully understand that it is a release of liability. I expressly agree to release and discharge Kendra Everett of Savor Life Wellness and all of its affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, from any and all claims or causes of action, and I agree to voluntarily give up or waive any rights that I otherwise have to bring legal action against Kendra Everett of Savor Life Wellness for personal injury or property damage.

To the extent that statute or case law does not prohibit release for negligence, this release is also for negligence on the part of Kendra Everett of Savor Life Wellness, its agents and employees.

In the event that I should require medical or psychiatric care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

This agreement was entered into at arm's length, without duress or coercion, and it is to be interpreted as an agreement between myself and Kendra Everett of Savor Life

Wellness of equal bearing strength. Both myself and Kendra Everett of Savor Life Wellness agree that this agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this "Release of Liability" shall be deemed to be severable or invalid, or of any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause served does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision. It would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

Signatures

I have carefully read and check-marked each item with which I agree to adhere to:

- ☐ The THM Guarantee (THM Plan Book page XV): "We guarantee zero pounds lost in the first month." THM is a marathon (slow & steady), not a sprint!
- ☐ Coach Kendra is not a counselor, but she will encourage me.
- ☐ I will watch the teaching videos, this will enhance my THM education.
- ☐ I understand that Coach Kendra will respond efficiently to my questions and inquires (ideally within 24 hours but perhaps not on the weekend and in cases of pressing family issues)
- ☐ While Coach Kendra does her best to give tips to help you guide your family to be on plan, if you chose to encourage that, her coaching is aimed specifically to you, the client, and the success of your journey.
- ☐ ****VERY IMPORTANT**** I understand that my participation (active or passive) is vital to my satisfaction with coaching.

All content shared during coaching is created by Kendra Everett and is her proprietary information. This content is for your personal use only and is not to be shared, modified or duplicated in any way. Do you agree? Please indicate _____

I understand that ALL SALES ARE FINAL. Savor Life Wellness does not issue refunds. Do you agree? Please indicate _____

By signing below, you signify that you agree in full with the information laid out in this document.

Name of Participant

Signature of Participant

Date

Address

Signature of Parent/Guardian if Participant is under 18

Date

Emergency Contact Name

Phone Number

Disclaimer: "Kendra Everett is a Certified Trim Healthy Mama Lifestyle Coach, independently offering services based on the THM plan. This coach is not an employee or agent of Trim Healthy Mama, LLC. Coaching services are independently managed, and THM is not responsible for results, business practices, or claims made by this coach.