



## WAIVER AND RELEASE OF LIABILITY

Welcome to Achieve The Lifestyle! Before participating in our health and wellness Services, please take the time to thoroughly read, understand, and agree to this Waiver and Release of Liability (the “**Waiver**”). If you have any questions at all, please contact us before signing this so we can be sure to be on the same page.

The purpose of this Waiver is to help protect both you and us. For your benefit, we want to be crystal clear that health and wellness coaching comes with risks. Although these risks cannot always be predicted, we want to make you aware of some of the most common and most dangerous ones so that you can take proper precautions and make a more informed decision about whether our Services are right for you.

This Waiver also protects us from lawsuits because we cannot operate and help our clients if we have to fear being sued, whether the claims are real, perceived, or frivolous. We do our best to provide the best information possible, but ultimately, your health choices are yours alone. For this reason, by signing or otherwise agreeing to this Waiver, you will be agreeing not to sue us for any reason, regardless of fault. You will also be bound to all other terms of the Waiver.

If you are a minor in the State of Florida or your place of residence, your legal guardian must also read and sign this Waiver on your behalf.

1. **Parties.** We are Daniel A Brown, a Limited Liability Company based in the State of Florida. In this Waiver, we will refer to ourselves as “**Achieve The Lifestyle**,” “**us**,” “**we**,” and “**our**.” We’ll refer to you, the undersigned (electronically or by hand), or the person who has clicked “I Agree” (or something similar) to this Waiver as “**you**” or “**your**.”
2. **The Services.** While with us at Achieve The Lifestyle, you may receive the following Transformative and Trustworthy services and more (the “**Services**”):
  - 2.1. Health, Lifestyle, Fitness and Nutrition Coaching.
  - 2.2. The Services include all services we make available for online streaming and participation and all of our pre-recorded audio or visual material.
  - 2.3. 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 Privacy Policy or ask us directly.
  - 2.4. Please note that this list may not be comprehensive. Health and wellness coaching is an evolving field in which practitioners continually learn new and improved techniques and modalities. Therefore, this Waiver will apply fully even if you receive a Service not explicitly listed here.
3. **Qualifications.** We hold the following professional qualifications and certifications: Physician Assistant, Certified Strength Coach, Nutrition certification and Special Population Specialist (Certification pending Dec 2024).
4. **Scope of Practice.** The scope of our practice is as follows:
  - 4.1. Here is what we will be doing together: We will work with you to optimize your health through lifestyle by focussing on sleep/recovery, nutrition, exercise, stress management, and supplement guidance.
  - 4.2. Here is what we will not be doing together: We do not diagnose or heal diseases, deal with behavioral health or prescribe or manage medications.
5. **Inherent Risks.** You understand that receiving the services may pose inherent risks, some more serious than others. 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.
  - 5.1. **Risks from diet change, supplements, and detoxes.** Whenever you put something new into your body, there is a risk. Here, we list some relatively common and some uncommon but very serious inherent risks.

- 5.1.1. Relatively Common Risks.** While many people experience no side effects when changing their diet, taking new supplements, or detoxing, others do. Some relatively common risks and side effects include headaches, diarrhea, loose stool, stomach/gut pain or inflammation, vomiting, exhaustion, sleep issues, and over-supplementation or improper supplementation of nutrients.
- 5.1.2. Allergies.** You may have a previously unknown allergy to a new food or supplement. Specific symptoms and side effects of allergic reactions can be unpredictable and can range from mild discomfort and nausea, to fever and rash, to hospitalization and death. It is simply impossible to list every risk of an allergic reaction. Therefore, if you have strong allergic reactions, please be aware of the ingredients of anything we recommend and consult your doctor or other medical professional as necessary.
- 5.1.3. Pre-existing Medical Conditions.** As with allergies, we cannot list every possible medical condition and the associated risks. However, if you have any liver or kidney conditions or diseases, type 1 diabetes, or if you are pregnant or breastfeeding, we do not recommend detoxing and suggest you be very careful about diet changes or starting new supplements. Additionally, if you have had a stroke, heart or circulation issues, gallbladder problems (or removal), blood clots, or have had your stomach stapled, you should be extra cautious and consider talking to your doctor before commencing any change in your diet, supplements, or detoxing.
- 5.1.4. Interaction with Pharmaceuticals.** If you are taking pharmaceuticals, you should be aware that they can be counteracted, enhanced, or otherwise affected by the food and supplements you take. Some particular pharmaceuticals of concern include blood thinners, blood pressure medication, and heart medications, but there are many more. If you are uncertain about how any food or supplement will interact with a pharmaceutical you are taking, we suggest that you discuss this with your pharmacist or doctor beforehand.
- 5.2. Risks from Physical Exercise.** While physical exercise is an important part of your overall health, it is important to know your own body and not push yourself too far, too fast. Some common risks associated with physical exercise may include soreness, muscle tears and strains, sprained ligaments, bruises and broken bones (from falling), dizziness and fainting, and nerve injury. While very uncommon, it is possible for someone pushing themselves too far to have a heart attack or other serious ailment. Please be careful and listen to your body.
- 5.3. Life Coaching.** Life coaching can touch many areas of your life, including mental health, career, family, friendships, and more. In the course of receiving life coaching services, you may begin changing your life in many ways. For example, you may confront difficult issues and realize suppressed thoughts or feelings. There is a risk this could lead to distress, depression, anxiety, and other mental health concerns as you work on yourself. You may also experience changes to your relationships, both positive and negative, as you reevaluate your personal interactions. Additionally, you may make changes associated with your career, which could lead to a loss in income. Although we provide you with the best information and support we can, there is a risk that your changes will result in short- or long-term negative effects.
- 5.4. Business Coaching.** We do our best to give you the best business coaching possible so you can reach the next level of success. That said, every decision comes with risk, and sometimes things do not work out as planned. Ultimately, your business decisions are solely your responsibility. By signing this Waiver, you accept responsibility for any outcomes, and you agree that Achieve The Lifestyle is not responsible for any loss of income to your business or any other negative consequences that may result from any changes to your business that you choose to implement during or after receiving the Services.
- 5.5. Group Coaching.** The risks we discuss above may be enhanced when receiving coaching in a group setting. Every body, mind and soul is different. Solutions that benefit most people may have the opposite effect for you.
- 6. Affirmation of Health.** By agreeing to receive the Services, you agree that you are healthy enough to receive them. If you are unsure, you affirm that you have sought medical advice and consulted with your primary care physician to determine that these are the right treatments for you and do not pose a significantly increased risk to your health. **If you have any pre-existing medical conditions, physical injuries, or weakness or are pregnant or post-natal, you should consult with your doctor first before engaging with the Services.**
- 7. Alcohol and Prohibited Substances.** You are strictly forbidden from participating in the Activities while under the influence of alcohol or any other substances that may alter your perception or ability to be present, focused and aware of your body's pain threshold.
- 8. Medical Disclaimer.** You fully understand that Achieve The Lifestyle is not a medical professional and that the Services and any information, consultation and facilitation provided by Achieve The Lifestyle do not constitute medical treatment or advice. You acknowledge and agree that using any dietary, lifestyle or wellness recommendations or information is completely voluntary, and you are solely responsible for freely implementing them. Regarding any physical or mental health problems, ailments, conditions, eating disorders, or other diseases, you are now being advised that it is your responsibility to obtain competent medical advice from a licensed medical or mental health professional. You understand and agree that any service rendered by Achieve The Lifestyle is not designed to diagnose, cure or prevent any disease, pain, deformity, injury, or mental or physical condition of any kind. You hereby agree to this waiver and release us freely and voluntarily. You affirm you have

had the opportunity to discuss this Agreement with your own independent legal counsel prior to agreeing to it. You acknowledge that Achieve The Lifestyle would not otherwise offer the Services if not for this waiver and release agreement.

9. **Voluntary Assumption of Risk.** You have read this Waiver and understand the risks of receiving the Services provided by Achieve The Lifestyle. By signing, electronic signing, or clicking "I Agree" (or something similar), you are confirming your voluntary engagement and assumption of the risks of the Services.
10. **Release, Waiver and Indemnity.** You hereby release, hold harmless, indemnify and waive any claims against Daniel A Brown 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 Achieve The Lifestyle, however caused, including as a result of the Released Parties' negligence, including but not limited to damage to or loss of personal property, personal injuries, death, illness, or any cause of action related to premises liability. You are releasing the Released Parties at your own risk, and you agree to forfeit any and all forms of legal recourse that may be available to you, including but not limited to any form of damages, as a result of your participation in the Services. 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.
11. **Continued Agreement.** Your agreement to this Waiver will act as your continued agreement to all ensuing treatments, workshops, and Services, whether in person (inside or outside), online, or via videoconferencing tool.
12. **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 Florida or such other arbitrator mutually agreed upon by the parties. The arbitrator's decision shall be final and binding on both parties and enforceable in any court of competent jurisdiction. The costs of the arbitration shall be borne by the losing party. The arbitration award shall be final and binding upon the parties, and the parties hereby waive any rights to appeal or challenge the award to the extent permitted by applicable law. This arbitration clause shall survive the termination or expiration of this contract.
13. **General Legal Provisions. Choice of Laws and Venue.** This Waiver will be governed exclusively by the laws of the State of Florida. The parties agree to irrevocably submit all claims to the exclusive jurisdiction of the courts of the State of Florida. **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. **Entire Agreement.** This Waiver constitutes the entire agreement between the parties and replaces any prior agreements. **Online Agreement.** The parties agree that this Waiver may be signed electronically or agreed to by having you click "I Agree" (or something similar), the effect of which will be the same as signing by hand.

You agree that you have read this Waiver, fully understand its contents, and voluntarily agree to be bound to all its terms.

Printed name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature of parent or guardian if the participant is a minor \_\_\_\_\_