



WAIVER AND RELEASE OF LIABILITY FORM

The purpose of the NutriMedical Wellness and Weight Loss Institute is to provide a lifestyle intervention of low-glycemic-index eating, exercise, nutritional supplementation, health coaching, menu planning, and daily nutritional journaling to empower participants to achieve their weight-loss goals. This program, its representatives, “nutritional consultants”, or “health coaches”, though supervised by a licensed physician, do/does not intend to give medical advice pertaining to health conditions related to or due to obesity. Only a licensed physician may convey medical advice. On occasion, a graduate of medical school, holding a doctoral degree in medicine (MD) may be involved in client care. These individuals are working solely as “nutritional consultants” or “health coaches” and are not representing themselves to be practicing medicine by giving advice related to weight loss. All medical questions should be directed to your own physician or to Wayne Hey, DO, the medical director and supervisor of NutriMedical Wellness and Weight Loss Institute.

EXCLUSION CRITERIA AND PERMISSION

If you are under the care of a physician for a medical condition or taking prescription drugs you may participate only with permission from your physician. You hereby acknowledge that this permission is your sole responsibility to obtain and further acknowledge that by starting any program with NutriMedical Wellness and Weight Loss Institute, you have already received such permission.

CONFIDENTIALITY

The information gained from this program may be presented at scientific conferences or published in medical journals. Your name and likeness will not be used unless you authorize NutriMedical Wellness and Weight Loss Institute to be allowed to use your information and you sign a release form.

WAIVER AND RELEASE OF LIABILITY

For and in consideration of the opportunity to participate in the NutriMedical Wellness and Weight Loss Institute weight loss program and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, for and on behalf of myself and my personal representatives, family, heirs, successors, assigns and next of kin, I do hereby fully and forever waive, release, discharge and covenant not to sue NutriMedical Wellness and Weight Loss Institute, its successors, assigns, parents, subsidiaries, affiliates, owners, employees, representatives, officers, agents, contractors and directors (each considered one of the “Releasees” hereunder) from any and all liability, actions, causes of action, suits, proceedings, controversies, damages, judgments, executions, claims and demands whatsoever, in law, equity or otherwise, that may arise and that may be caused or alleged to be caused, in whole or in part, by the negligence or intentional conduct of one or more of the Releasees or otherwise, including, but not limited to, any claim of personal injury, medical complications, allergic reactions, death, property damage or failure to achieve my desired health benefits. I intend this Waiver and Release of Liability to be effective whether or not any accident, loss, damage, injury or death results from the negligence or intentional misconduct of one or more of the Releasees.

I agree that if, despite this Waiver and Release of Liability, I, or anyone on my behalf including, but not limited to, my personal representatives, family, heirs, successors, assigns and/or next of kin, makes a claim or claims against any or all of the Releasees, I will indemnify and hold the Releasees (or any one of them) harmless from any and all litigation expenses, attorney fees, claims, judgments, losses, liabilities, damages or costs which may be incurred by the Releasees (or any one of them) as a result of and/or in association with such claim or claims.

I have read and I voluntarily sign this Waiver and Release of Liability Agreement. I fully understand its terms, I understand that I have given up substantial rights by signing it and I have signed it freely and without any inducement or assurance of any nature and I intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law. I agree that if any portion of this agreement is held to be invalid or unenforceable, the remainder shall continue in full force and effect to the maximum extent allowable by law. This Waiver and Release of Liability has no expiration date.

I hereby state that I have carefully read the above statement and agree with its contents.

Client Signature: _____

Print Name: _____

Date: _____