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## NUTRITION AND FITNESS COACHING CONSENT & NONDISCLOSURE AGREEMENT

### 1. Disclaimers

I understand that Rosa Petritz is a Ketogenic Living Certified Coach and does not dispense medical advice nor prescribe treatment. Rather, she provides education to enhance my knowledge of health as it relates to foods, behaviors associated with eating, and exercise. While nutritional support can be an important complement to my medical care, I understand ketogenic nutrition counseling is not a substitute for the diagnosis, treatment, or care of disease by a medical provider.

If I, the CLIENT ("CLIENT" shall be defined as the person who has signed this Nutrition and Fitness Coaching Consent & Disclosure Agreement hereinafter), is under the care of a healthcare professional and/or am currently using prescription medications, I should discuss any dietary changes or potential dietary supplement use with my doctor, and I should not discontinue any prescription medications without first consulting my doctor.

I acknowledge that the advice I receive during my ketogenic nutrition coaching sessions is separate from the care that I receive from any medical facility, and that this coaching is in no way intended to be construed as medical advice or care. I should continue regular medical supervision and care by my primary care physician.

### 2. Personal Responsibility and Release of Health Care Related Items.

I acknowledge that I take full responsibility for my life and well-being, as well as the lives and well-being of my family and children (where applicable), and all decisions made during and after the duration of my participation in ketogenic coaching.

a. I expressly assume the risks of ketogenic nutrition coaching, including the risks of trying new foods, and the risks inherent in making lifestyle changes.

b. I release Rosa Petritz and Garden of Wholeness, LLC. from any and all liability, damages, causes of action, allegations, suits, sums of money, claims and demands whatsoever, in law or equity, which I ever had, now have, or will have in the future against Rosa Petritz, and Garden of Wholeness, LLC. arising

from my past or future participation in, or otherwise with respect to, the nutrition sessions, unless arising from the gross negligence of Rosa Petritz.

### 3. Confidentiality of Client Information

Rosa Petritz and Garden of Wholeness, LLC and will keep my information private, and will not share my information to any third party unless compelled to by law or with my consent.

### 4. Payments and Refunds

Payments are due at the time of service and there are no refunds for payments made to Garden of Wholeness, LLC, unless an issue of gross negligence of Rosa Petritz and Garden of Wholeness, LLC. arises.

### 5. Confidential Information

For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Rosa Petritz, and any and all person(s) employed by Garden of Wholeness, LLC. hereinafter referred to as "Disclosing Party" is engaged. If Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information is transmitted orally, the Disclosing Party shall promptly provide a writing indicating that such oral communication constituted Confidential Information.

### 6. Exclusions from Confidential Information.

CLIENT's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the CLIENT; (b) discovered or created by the CLIENT before disclosure by Disclosing Party; (c) learned by the CLIENT through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by CLIENT with Disclosing Party's prior written approval.

### 7. Obligations of CLIENT.

CLIENT shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. CLIENT shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. CLIENT shall not, without prior written approval of Disclosing Party, use for CLIENT's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. CLIENT shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.

8. Time Periods.

The non-disclosure provisions of this Agreement shall survive the termination of this Agreement and CLIENT's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends CLIENT written notice releasing CLIENT from this Agreement, whichever occurs first.

9. Integration.

This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both parties.

10. Waiver.

The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

11. Defamation of Character & Slander.

All parties to this Agreement agree not to attack/criticize either party, including Garden of Wellness, LLC's clients, executives, employees, prospective customers, associates, vendors, 3rd parties, or anything publicly (on public forums, blogs, social networks, etc.) at any time. Violation of this agreement will result in a penalty and reversal of any refund. Similarly, CLIENT agrees not to seek for SEO advice on SEO forums, blogs, community groups or any social media in a way which brings a bad name to the company or any of its employee, associates or partners. In case of breach of this clause, CLIENT agrees to pay US \$2000.00 to Garden of Wellness, LLC. as damages. Defamation is a false and unprivileged statement of fact that is harmful to someone's reputation, and published "with fault," meaning as a result of negligence or malice. State laws often define defamation in specific ways. Libel is a written defamation; slander is a spoken defamation.

12. Relationships.

Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture or employee of the other party for any purpose.

13. Arbitration, Choice of Law and Limited Remedies

In the event that there ever arises a dispute between Rosa Petritz and/or Garden of Wholeness, LLC. and myself with respect to the services provided pursuant to this agreement or otherwise pertaining to the relationship between the parties, the parties agree to submit to binding arbitration before the American Arbitration Association (Commercial Arbitration and Mediation Center for the Americas Mediation and Arbitration Rules).

a. Any judgement on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Such arbitration shall be conducted by a single arbitrator. The sole remedy that can be rewarded to me, the "CLIENT", in the event that an award is granted in arbitration, is a refund of the PROGRAM COST that I paid.

b. Without limiting the generality of the foregoing, no award of consequential or other damages, unless specifically set forth herein, may be granted to me, the "CLIENT".

c. This Agreement shall be construed according to the laws of the State of Texas. In the event that, any provisions of this Agreement are deemed unenforceable, the remaining portions of the Agreement shall remain in full force.

\_\_\_\_\_  
Print CLIENT Name

\_\_\_\_\_  
CLIENT Signature

Date \_\_\_\_\_

\_\_\_\_\_  
Signature Disclosing Party

Rosa Petritz, Partner  
Printed Name

Date \_\_\_\_\_