

Please note: Paying for services indicates agreement to the following.



COACHING AGREEMENT

About: Coaching is partnership defined as an alliance, not a legal business partnership, between the Coach and the Client. It is a thought-provoking and creative process that inspires the client to maximize their personal and professional potential. It is designed to facilitate the creation and development of personal, professional, business goals, and/or to develop and carry out a strategy/plan for achieving those goals.

1) Coach-Client Relationship:

A. Kathryn Whittier (Founder, Karapace Consulting) is not a licensed Medical Doctor nor a therapist. Karapace Consulting does not deal with prescriptions, supplements, diagnoses or cures. Coaching services are designed to provide a safe space to experience personal transformation through mindset coaching and simple somatic exercises that enhance mind-body awareness.

B. Client is solely responsible for creating and implementing their own physical, mental and emotional well-being, decisions, choices, actions and results arising out of or resulting from the coaching relationship and their coaching calls and interactions with the Coach. As such, the Client agrees that the Coach is not and will not be liable or responsible for any actions or inaction, or for any direct or indirect result of any services provided by the Coach. Client understands coaching is not therapy and does not substitute for therapy if needed, and does not prevent, cure, or treat any mental disorder or medical disease. Coaching is also not advising, consulting, counseling, mentoring or therapy.

C. Client acknowledges that coaching does not involve the diagnosis or treatment of mental disorders as defined by the American Psychiatric Association and that coaching is not to be used as a substitute for counseling, psychotherapy, psychoanalysis, mental health care, substance abuse treatment, or other professional advice by legal, medical or other qualified professionals. It is the Client's exclusive responsibility to seek such independent professional guidance as needed. If Client is currently under the care of a mental health professional, it is recommended that the Client inform the mental health care provider of the nature and extent of the coaching relationship.

D. Client acknowledges that coaching is a comprehensive process that may involve different areas of their life (i.e., work, finances, health, relationships, education, recreation). It is the Client's responsibility to decide how to handle their different areas of life and to incorporate coaching principles.

E. The Client understands that to enhance the coaching relationship, the Client agrees to communicate, be open to feedback/assistance, and to create the time and energy to participate fully. Throughout the partnership, the Coach will engage in direct communication. The client can count on the Coach to be straightforward in their communication. The client understands that the power of the coaching relationship can be granted only by the Client, and the Client

agrees to have the coaching relationship be powerful. If the Client believes the coaching is not working as desired, the Client will communicate that belief and take action to return the power to the coaching relationship.

2) Confidentiality and Ownership: This coaching relationship, as well as all information (documented or verbal) that the Client shares with the Coach as part of this relationship, is kept confidential. However, the Coach-Client relationship is not considered a legally confidential relationship (like the medical and legal professions) and thus communications are not subject to the protection of any legally recognized privilege. The Coach agrees not to disclose information pertaining to the Client without the Client's consent.

If Client records their sessions, they consent that all recorded media, files, and otherwise, shall be utilized for their personal use only. Client understands they have no rights to make any commercial or non-personal use of film or audio/video footage, nor can they sell, transfer or give the footage or completed film or video to any other party.

3) Privacy/Data Protection: The Coach and Client will comply as appropriate with applicable privacy/data protection legislation, binding court order, judgment or decree, guidance, codes, policy or standards.

4) Limited Liability: Except as expressly provided in this Agreement, the Coach makes no guarantees, representations or warranties of any kind or nature, express or implied with respect to the coaching services negotiated, agreed upon and rendered. In no event shall the Coach be liable to the Client for any indirect, consequential or special damages. Notwithstanding any damages that the Client may incur, the Coach's entire liability under this Agreement, and the Client's exclusive remedy, shall be limited to the amount actually paid by the Client to the Coach under this Agreement for all coaching services rendered through and including the termination date.

5) Entire Agreement: This document reflects the entire agreement between the Coach and the Client, and reflects a complete understanding of the parties with respect to the subject matter. This Agreement supersedes all prior written and oral representations. The Agreement may not be amended, altered or supplemented except in writing signed by both the Coach and the Client.

I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND IT. I UNDERSTAND THAT BY PAYING FOR SERVICES I HAVE GIVEN UP SUBSTANTIAL RIGHTS. I SIGN THIS AGREEMENT FREELY AND VOLUNTARILY, WITHOUT ANY INDUCEMENT, DURESS OR COERCION. THIS RELEASE SHALL BE IN FULL FORCE AND EFFECT FOR ALL TIMES I RECEIVE SERVICES FROM KARAPACE CONSULTING, LLC.