

CALM CURRENTS: RESTORING VITALITY & WELLNESS, LLC
CLIENT INFORMED CONSENT, WAIVER, AND RELEASE OF LIABILITY

This Client Informed Consent, Waiver, and Release of Liability (“Agreement”) is entered into between Calm Currents: Restoring Vitality & Wellness, LLC, a New York limited liability company, and its owners, members, managers, employees, contractors, agents, and affiliates (collectively, “Calm Currents”), and the undersigned client (“Client”).

By signing below, Client acknowledges, understands, and agrees as follows:

1. Services and Nature of Practice

Calm Currents provides non-medical wellness services, which may include total body analysis (TBA), wellness assessments, lifestyle and nutritional coaching, education, and the sale or recommendation of nutritional supplements and related products (collectively, the “Services”). Calm Currents does not operate as a licensed medical facility and does not provide services as a physician, nurse, dietitian, pharmacist, or any other licensed medical or mental health professional. The Services are intended to support general wellness and lifestyle goals and are not a substitute for medical examination, diagnosis, treatment, or emergency care.

2. No Medical Diagnosis or Treatment; No Patient–Provider Relationship

Calm Currents does not diagnose, treat, cure, or prevent any disease or medical condition and does not adjust or discontinue any prescription medication. Nothing communicated by Calm Currents, orally or in writing, is or should be construed as medical advice, a medical diagnosis, or a prescription. Client understands that no physician–patient, psychotherapist–patient, or other licensed professional–patient relationship is created by receiving the Services.

3. Client Responsibilities; Consultation with Healthcare Provider

Client is solely responsible for consulting with a licensed physician or other qualified healthcare provider regarding any medical concerns, conditions, symptoms, or treatment, including before starting or stopping any medication, supplement, diet, or exercise program. Client agrees to promptly inform Calm Currents of any known or suspected medical conditions, allergies, medications, or other factors that may affect the safety or appropriateness of the Services or supplements. Client understands that any decisions to use supplements or follow wellness recommendations are voluntary and made at Client’s own discretion and risk.

4. Assumption of Risk

Client understands that there are inherent risks associated with lifestyle changes, nutritional supplementation, and wellness activities, including but not limited to allergic reactions, interactions with medications or other supplements, and unexpected changes in health status. Client knowingly and voluntarily assumes all risks, known and unknown, associated with participation in the Services and use of any supplements or products obtained from or recommended by Calm Currents. Client agrees to immediately discontinue use and seek appropriate medical care if adverse reactions or concerning symptoms occur.

5. Release of Liability and Indemnification

To the fullest extent permitted by New York law, Client hereby releases, waives, and forever discharges Calm Currents and its owners, members, managers, employees, contractors, agents, and affiliates from any and all claims, demands, causes of action, damages, losses, costs, or expenses of any kind, whether known or unknown, arising out of or related to: Client’s participation in the Services; Client’s purchase or use of any supplements or products; or Any actions or omissions of Calm Currents in connection with the Services, except to the extent caused by the gross negligence or willful misconduct of Calm Currents.

Indemnification. To the fullest extent permitted by New York law, Client agrees to defend (with counsel reasonably acceptable to Calm Currents), indemnify, and hold harmless Calm Currents and its owners, members, managers, employees, contractors, agents, affiliates, successors, and assigns (collectively, the “Indemnified Parties”) from and against any and all claims, demands, actions, suits, proceedings, liabilities, losses, damages, judgments, awards, fines, penalties, costs, and expenses (including reasonable attorneys’ fees and costs of investigation and defense) that directly or indirectly arise out of, relate to, or result from: Client’s participation in or use of the Services; Client’s purchase, possession, or use of any supplements or products obtained from or recommended by Calm Currents; Client’s failure to disclose medical conditions, medications, allergies, or other relevant information; Client’s breach of any representation, warranty, or obligation under this Agreement; or Any claim brought by or on behalf of Client or any third party based in whole or in part on Client’s acts or omissions in connection with the Services, except to the extent such claims are finally determined by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of an Indemnified Party. Client’s obligations under this Section 5 shall apply

regardless of whether any claim is asserted in contract, tort, statute, equity, or otherwise, and shall survive the termination or expiration of this Agreement and Client's participation in the Services.

6. No Guarantees

Client understands and agrees that Calm Currents has made no guarantees, warranties, or representations, express or implied, regarding any outcome or result from the Services or supplements, including any improvement in health, symptoms, or condition. Any testimonials or statements from other clients reflect their personal experiences only and do not constitute a guarantee of similar results.

7. Confidentiality and Records

Calm Currents will make reasonable efforts to maintain the confidentiality of Client information in accordance with its policies; however, the Services are not medical treatment and Calm Currents is generally not subject to HIPAA or other medical privacy laws. Client authorizes Calm Currents to maintain records of Services rendered and consents to Calm Currents communicating with Client by mail, email, text, or phone using the contact information provided by Client.

8. Acknowledgments and Client Representations

By signing below, Client represents and confirms that: Client is at least 18 years of age and has the legal capacity to enter into this Agreement, or is the parent/legal guardian signing on behalf of a minor. Client has carefully read this Agreement in full, understands its contents, has had the opportunity to ask questions and to consult with an attorney if desired, and is signing it voluntarily and without coercion. Client is not attending any session or receiving Services as an agent or representative of any federal, state, or local government or regulatory agency for the purpose of investigation or enforcement.

9. Governing Law; Dispute Resolution; Severability

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict-of-law rules. Any claim or dispute arising out of or relating to this Agreement or the Services shall be brought exclusively in the state or federal courts located in the State of New York, and Client consents to the personal jurisdiction of such courts. If any provision of this Agreement is held invalid or unenforceable, that provision shall be modified only to the extent necessary to make it enforceable, and the remaining provisions shall continue in full force and effect.

10. Entire Agreement

This Agreement constitutes the entire understanding between Client and Calm Currents regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral agreements regarding the same subject. No modification of this Agreement shall be valid unless in writing and signed by Calm Currents and Client.

11. Billing, Payment, and Missed Appointments

Fees and Payment Authorization. Client agrees to pay all published or quoted fees for Services, supplements, and products at the time of scheduling or service, as applicable, and authorizes Calm Currents to charge the payment method provided by Client for all such amounts.

Payment Methods; Failed or Declined Payments. Client authorizes Calm Currents to process charges using any payment information Client provides (including credit/debit cards and electronic payment platforms) and agrees to provide current, valid payment information at all times. If any payment is declined, returned, or otherwise fails to process, Client remains fully responsible for the underlying amount and agrees to promptly provide an alternative payment method and pay any reasonable bank, processing, or chargeback fees incurred by Calm Currents as a result of the failed payment.

No Insurance Billing. Client understands that Calm Currents does not bill insurance and makes no representation that any portion of the fees will be reimbursed by insurance; any submission to insurance is solely Client's responsibility.

Appointment Scheduling and Cancellation. Client understands that appointment times are reserved specifically for Client. Calm Currents may require a valid payment method be placed on file to reserve appointments. Client agrees to provide at least twenty-four (24) hours' notice to cancel or reschedule an appointment.

Late Cancellation and Missed Appointment Fees. If Client cancels or reschedules an appointment with less than the required notice, or fails to appear for a scheduled appointment (a "No-Show"), Calm Currents may, in its sole discretion, charge Client a late cancellation or

missed appointment fee up to the full amount of the scheduled session fee. Client authorizes Calm Currents to charge such fees to any payment method on file. These fees are intended to compensate for reserved time and are not a penalty.

Refunds. Unless otherwise required by applicable law or set forth in a written policy of Calm Currents, all fees paid for Services, including missed appointment fees, are non-refundable. Any decision by Calm Currents to provide a refund or credit, in whole or in part, shall be in its sole discretion and shall not create any obligation to do so in the future.

Collection Costs. If Client's account becomes delinquent and is referred to an attorney or collection agency, Client agrees to be responsible for all reasonable costs of collection, including reasonable attorneys' fees and court costs, to the extent permitted by New York law.

CLIENT INFORMATION

Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Email: _____

If signing for a minor, minor's name: _____

Relationship to minor: _____

ACKNOWLEDGMENT AND SIGNATURE

By signing below, Client acknowledges that Client has read, understands, and voluntarily agrees to all terms of this Client Informed Consent, Waiver, and Release of Liability.

Client Signature: _____ Date: _____

Print Name: _____

Parent/Guardian Signature (if applicable): _____ Date: _____

Print Name: _____

Authorized Representative of Calm Currents: _____ Date: _____

Print Name and Title: _____