

## TRANSFORMATIONAL COACHING AGREEMENT

**Agreement between:** Elizabeth Lykins, PA-C, MPAS, Founder of A Simple Low Carb Life and A Magnificent Metamorphosis (hereafter referred to as the Coach) and \_\_\_\_\_ (client name, referred to hereafter as the Client). The Coach agrees to provide Coaching Services for the Client with a particular focus on discovering the innate guidance system with individualized goal setting and planning.

**Description:** Coaching is a partnership (defined as an alliance, not a legal business partnership) between the Coach and the Client in a thought-provoking and creative process that inspires the client to maximize his/her personal and professional potential.

### **Responsibilities:**

1. The Coach agrees to maintain the upmost professional ethics and standards of behavior including strict confidentiality. Transformational coaching involves emotional vulnerability for the Client. This vulnerability will be treated with respect and professionalism within an environment of safety for the Client. The Goal of Transformational Coaching is to help the Client to identify and achieve his/her desires through the discovery of innate wisdom, personal goal-setting and self-improvement.

2. The Client is responsible for creating and implementing his/her own physical, mental and emotional well-being, decisions, choices, actions and results. As such, the Client agrees that the Coach is not and will not be liable 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. No provider/patient relationship exists. Although the Coach may be a licensed medical professional, the Coach will be acting in the capacity of a Coach without any establishment of a medical relationship with the Client. The Client agrees to seek any needed medical care from a medical provider of his/her choosing, who can interview and examine the Client.

3. The Client understands that coaching is not to be used as a substitute for professional advice by legal, mental, medical or other qualified professionals and will seek independent professional guidance for any such matters. If the Client is currently under the care of a mental health professional or a primary care provider, the Coach recommends that the Client inform the mental health care provider or primary care provider of this coaching relationship.

4. The Client agrees to communicate honestly, be open to feedback and assistance, agrees to create the time, commitment, and energy to participate fully in the program, and be available for each scheduled session on time.

**Services:** The Coach and Client agree to engage in a \_\_\_\_\_ month Coaching Program through telephone, Skype, or Facetime communications. In-person coaching sessions will be considered by the Coach on an individualized basis. Any travel costs the Coach incurs in order to attend any such in-person sessions, will be paid in advance by the Client. The Client will primarily be responsible for traveling to the Coach's location for any agreed upon in-person coaching sessions. The Coach will be available to the Client by e-mail and voicemail between scheduled sessions as defined by the Coach.

**Exclusion Criteria and Permission:** If the Client is under the care of a physician/healthcare provider for any medical condition or taking prescription drugs for any condition and wanting to receive weight management coaching, the Client may only receive weight management coaching services from the Coach with permission from his/her physician or healthcare provider. The Client hereby acknowledges that this permission is his/her sole responsibility to obtain and further acknowledges that by beginning Coaching Services with Elizabeth Lykins, PA-C, A Magnificent Metamorphosis, or A Simple Low Carb Life, the Client has already received such permission.

If the Client that is desiring weight management coaching has a personal medical history of diabetes, high blood pressure, kidney disease, heart disease, or thyroid disease and is taking medication for any of these illnesses, the Client hereby acknowledges that it is his/her sole responsibility to contact his/her physician or healthcare provider for adjustments to his/her medications as the Client begins and/or continues

to lose weight. The Client acknowledges that loss of weight can and does affect the dosages needed of most medications and that serious health complications can occur if the medications are not adjusted properly. The Coach may offer general guidelines and suggestions for adjusting medications based upon a ketogenic dietary intake (of 30 grams of net carbs or less per day), that the Client can provide to his/her own physician or healthcare provider, but the Client understands that the Coach cannot give specific medical advice on medication dosing or usage. This is the sole responsibility of the Client to obtain from his/her own personal physician or healthcare provider, who has already established a medical relationship with the Client and examined him/her.

**Schedule & Fees:** This coaching agreement is valid as of \_\_\_\_\_ (date). The fee for coaching services, **payable in advance and non-refundable**, is \$\_\_\_\_\_ for a period of \_\_\_\_\_ **Months** and includes: (a) coaching sessions approximately every 2 weeks that are on average 45-90 minutes in length, (b) Brief emails or text messages between scheduled coaching sessions (c) the *Dirty Little Secrets to A Simple Low Carb Life* Guidebook for dietary reference if the client desires weight management coaching.

**Procedure:** The date and time of the coaching sessions and/or location (if applicable) will be determined by Coach and Client based on a mutually agreed upon time and date. *The Client will initiate all scheduled calls and will call the Coach at the following number for all scheduled meetings: 206-303-8294.* If the Coach will be at any other number for a scheduled call, the Client will be notified prior to the scheduled appointment time. The Client and Coach may also elect to use Skype, Google Hangout, or Facetime for coaching sessions, for more cost effective sessions and to have access to video conferencing. Prior to initiating the session, either party may text that they are ready for the “call” by using the text feature of their respective cell phones.

**Confidentiality:** This coaching relationship, as well as all information (documented or verbal) that the Client shares with the Coach as part of this relationship, is considered to be confidential. The Coach agrees not to disclose any information pertaining to the Client without the Client’s written consent. The Coach will not disclose the Client’s name as a reference without the Client’s consent. Confidential information does not include information that: (a) was in the Coach’s possession prior to its

being furnished by the Client; (b) is generally known to the public or in the Client's industry; (c) is obtained by the Coach from a third party, without breach of any obligation to the Client; (d) is independently developed by the Coach without use of or reference to the Client's confidential information; or (e) that the Coach is required by law to disclose such as statements implying harm to self or others by the Client or other legal requirements based upon the professional laws of the State of California.

**Cancellation and Scheduled Session Policy:** Client agrees that it is the Client's responsibility to notify the Coach 24 hours in advance of the scheduled sessions, if unable to keep the appointment. Coaching requires time and commitment of both the Coach and Client. If a coaching session must be re-scheduled by either party, 24 hour advance notice is expected. If the Client does not provide 24 hour notice and misses the scheduled session, that Coaching session will be considered to be completed.

**Termination:** Either the Client or the Coach may terminate this agreement at any time with *2 weeks written notice*. Coaching services are pre-purchased, paid in advance, and are non-refundable once sessions have begun. However, the Coach does offer a conditional guarantee to provide ongoing coaching services for 12 months from the date of purchase. How this guarantee works is as follows: *On a case-by-case basis depending on the Client's circumstances, unused coaching services may be pro-rated and credited to the Client's account for future use up to the date of expiration (12 months from the date of purchase), at the sole discretion of the Coach.*

**Waiver and Release of Liability:** For and in consideration of the opportunity to receive coaching services from the Coach and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, for and on behalf of myself (the Client) and my (the Client) personal representatives, family, heirs, successors, assigns and next of kin, I (the Client) do hereby fully and forever waive, release, discharge and covenant not to sue Elizabeth Lykins, A Simple Low Carb Life, A Magnificent Metamorphosis, 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 (the Client) 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 (the Client) agree that if, despite this Waiver and Release of Liability, I (the Client) or anyone on my behalf including, but not limited to, my (the Client) personal representatives, family, heirs, successors, assigns and/or next of kin, makes a claim or claims against any or all of the Releasees, I (the Client) 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 (the Client) have read and voluntarily sign this Waiver and Release of Liability Agreement.

This is the entire agreement of the parties, and reflects a complete understanding of the parties with respect to the subject matter. This agreement supersedes all prior written and oral representations.

Our signatures on this agreement indicate full understanding of and agreement with the information outlined above.

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client Name

\_\_\_\_\_  
Elizabeth Lykins, PA-C, MPAS

\_\_\_\_\_  
Date

A Simple Low Carb Life  
A Magnificent Metamorphosis