

## DISCLAIMER / LIABILITY FORM – THE GIFT, LLC

### **Disclaimer:**

The Gift CCC program is *not* a replacement for professional mental health counseling, psychiatric treatment, medical treatment, or ANY type of professional help. This program is for everyday people with everyday problems who just need a little guidance to reach their full potential.

As a client, it is important to understand the difference between life coaching and professional help. While there are some overlaps between life coaching and professional counseling, the major differences are in the goals, focus and level of professional responsibility. Clinical psychotherapy, counseling or medical treatment is usually reimbursable through health insurance policies. Life coaching is not a health care or medical service. Therefore, coaching services are not reimbursable through health insurance policies. There are no refunds for services provided.

### **Release of Liability:**

The client or his or her parent/guardian agrees that using any of these coaching services are entirely at his or her own risk. This service is requested at the client's or his or her parent's/guardian's own choice. Any action or lack of action taken by the client is done solely by choice and responsibility of the client and is neither the responsibility nor liability of the Gift CCC, LLC or Tracy Holwagner. The client or his or her parent/guardian understands that life coaching is not a substitute for psychiatric treatment, psychotherapy, psychoanalysis, mental health care, mental disorders or substance abuse treatment, and the client will not use it in place of any form of therapy or treatment.

The client or parent/guardian recognizes that coaching requires emotional, physical, and mental efforts, behavioral change and implementation on the client's part to fully gain the benefit of coaching and to get desirable results. The client or parent/guardian fully acknowledges and takes full responsibility for all the risks involved. If the client or parent/guardian chooses not to consult with his or her health care provider, the client or parent/guardian accepts full responsibility waiving all rights to liability or any claims against The Gift CCC, LLC and Tracy Holwagner and any of its agents, administrators, or employees.

The client or parent/guardian attests to the fact that the client or parent/guardian is not using The Gift as a replacement for professional help and agrees not to sue The Gift CCC, LLC or Tracy Holwagner for any reason related to this program.

**Confidentiality:**

The client understands that information will be held as confidential unless the client states otherwise in writing. If the client reports child or elder abuse or neglect or threaten to harm oneself or someone else, the client understands necessary actions will be taken and my confidentiality agreement is limited in this capacity. Furthermore, if Tracy Holwagner is ordered by a court to provide information or to testify, she will do so to the extent the law requires. Additionally, the client understands that the use of technology is not always secure and accepts the risks of confidentiality in the use of email, text, phone, Skype and other technology.

Tracy Holwagner shall not be responsible in any manner for any liability that may arise directly or indirectly from the use of the information provided including content, errors, studies, remarks, quotes, facts or any misinformation included in this program.

She is not responsible to any unwanted emotions or behaviors that this program may trigger. By signing this release, you take full responsibility for the outcome you experience.

Tracy created this program in good will with the full intent of helping you and not hurting you in anyway, therefore, she is released from all liability.

By providing your initials (e-signature) you agree to the above statements, take full responsibility for your experiences and outcomes and release Tracy Holwagner and The Gift CCC, LLC of all liability.

Signature \_\_\_\_\_ Date \_\_\_\_\_