

## **ILSA KAYE COACHING CONTRACT AND WAIVER OF LIABILITY**

Contract between: Ilsa Kaye (Coach) and \_\_\_\_\_ (client) whereby Coach agrees to provide Coaching Services for client in a thought provoking manner, that inspires the client to maximized their true personal and professional potential.

### **Responsibilities:**

- 1) Coach agrees to maintain the ethics and Standards of behavior set by the International Coach Federation {ICF}
- 2) Client is responsible for creating and implementing his/her own standards of well-being, which includes, mental, emotional, physical and financial decisions, choices and 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. The client understands coaching is not therapy and does not substitute for therapy. Coaching does not treat any mental disorder or disease.
- 3) The client understands that coaching is not meant as a substitution for therapy or medical advice of any kind. Coaching is not a substitute for any professional advice, legal, medical, therapeutic or financial. You should always seek professional qualified advice from people in those fields.
- 4) Client agrees to communicate honestly and be open to feedback.

**Services:** The parties agree to engage in a live 30 or 60-minute coaching period, via phone or Skype. The coach can also be available to the client by email or phone in between sessions free of charge.

**Schedules and Fees:** The coaching session will be determined, by client and coach in 1, 2, 3 month periods for either a 30/or 60 minute session and paid in advance by pay pal. \* See below

**Confidentiality:** The coaching relationship and all information shared and exchanged is bound by confidentiality, by the ICF code of ethics. The coach agrees not to disclose any information pertaining to the client without the clients written consent. The coach will not disclose the clients name as a reference at any time, and not without consent of client.

**Limited Liability:** Except where expressly provided in this agreement, the coach makes no guaranteis or warranties express or implied. In no event will the coach be liable to the client for 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 will be limited to the amount paid by the Client to the coach, under this agreement for all services rendered up until the termination date of your specific coaching schedule.

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 and written and oral representations.

If a dispute arises out of this agreement that cannot be resolved by mutual consent, the client and coach agree to attempt to mediate in good faith for up to (a certain amount of times such as 30 days) after notice given. If the dispute is not resolved, and in the event of legal action. The prevailing party shall be entitled to recover attorneys' fees and court costs from the other party.

Please sign and return one copy to this client contract and waiver of liability prior to the first scheduled coaching session.

**I Have Read and Agree to the Disclaimer Name:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

## **Coaching Disclaimer and Waiver of Liability**

**Before Your Information Can Be Submitted, You Must Read And Acknowledge The Following Disclaimer.**

### **Release of Liability**

Life Coaching is a service that provides personal coaching to specific individuals and/or groups. The client is aware that coaching is in no way to be construed or substituted as psychological counseling or any other type of therapy or medical advice.

I will at all times exercise my best professional efforts, skills and care of ensuring my client is coached to meet their life coaching goals, the client understands and acknowledges the coach will not be liable legally or otherwise, for the actions the client may or may not undertake as a result of the life coaching sessions. No assumption of responsibility is made, or given, and the client requesting such advice agrees not to hold Ilsa Kaye (Provider) or Ilsa Kaye Coaching , responsible or liable in any form or fashion, for such actions taken of their own accord.

The method and process by which this advice and direction are given in no manner whatsoever, written or verbal, constitutes an agreement or liability on the part of the provider and is acknowledged to be different in many ways than clinical and medical counseling.

You (the client) agree that using any of these life coaching services are entirely at your own risk.

Life coaching services are provided "as is", without warranty of any kind, either expressed or implied, including without limitation any warranty for information services, coaching, uninterrupted access, or products and services provided through or in connection with the service.

This service is requested at the client's own choice and with inherent singular responsibility.

Any actions or lack of actions, taken by the client of such advice is done so solely by choice and responsibility of the client and is neither the responsibility nor liability of Ilsa Kaye (Provider) or Ilsa Kaye Coaching. The client takes full responsibility in the decisions they make after being coached as well as the consequences.

The client enters into coaching with full understanding that they are responsible for creating their own results. Periodically I, Ilsa Kaye, may provide links to other web sites or written print material which may be of value, interest and convenience to you. This does not constitute endorsement of material at those sites or any associated organization product of service.

It is the responsibility of the user to make their own informed decision about the accuracy of the information at those sites and print material including their privacy policies. In no event shall Ilsa Kaye (Provider) or Ilsa Kaye Coaching be liable for any incident or consequential damages resulting from use of the material.

**I Have Read and Agree to the Disclaimer Name:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_