

THE WHOLESOME PATH, LLC

**Nutritional Counseling Consent Agreement**

This document explains the scope of services and risks you are assuming by starting a nutritional counseling program. Please read and understand it completely.

This is an agreement between \_\_\_\_\_ (You, I, The Client) and Ellen Levine, MS, RDN (Registered Dietitian Nutritionist).

The Client has learned about the RDN through referral, online, through class/lecture attended, etc. and wishes to obtain nutritional and lifestyle counseling.

**1. Mutual Understanding and Agreements**

1.1. The Client understands that the Company, The Wholesome Path, LLC is not a medical clinic. The Registered Dietitian provides nutritional recommendations and related lifestyle changes only and is not a Medical Doctor and/or licensed to diagnose or treat medical conditions.

1.2. The Client understands that nutritional and lifestyle counseling is not a substitute for the diagnosis and treatment of health conditions that may require acute or ambulatory care. The Client agrees to consult a physician for any medical care or advice.

1.3. The Client understands that nutrition advice provided by the RDN is based on the information the Client provides. Any misinformation or omitted information may affect the resulting assessment and nutritional advice.

1.4. The Client recognizes that certain foods may interact with certain medications and agrees to discuss the RDN's recommendations with attending physician or pharmacist.

1.5 The Client agrees to obtain a permission from attending physician prior to implementing recommended changes in the cases of pregnancy, breastfeeding, elevated cholesterol, high blood pressure, diabetes, renal disease, gastric bypass surgery or any other medical conditions that require dietary restrictions,

**2. Payments and Refunds**

2.1. No-Show/Cancellation Policy. In the event that the client does not show up to an appointment or cancels within 24 hours of a scheduled appointment the Company reserves the right to charge the client 50% of the session payment fee.

2.2. The above clause may be disregarded in the event of an emergency.

**3. Consent to use electronic means of communication during nutrition counseling**

The Health Insurance Portability and Accountability Act (HIPAA) requires us to protect your privacy. To provide you with cost-effective and efficient counseling, we require your consent to use the following telecommunication services that are not HIPAA compliant.

THE WHOLESOME PATH, LLC

Please check the boxes below to indicate your consent:

I consent to the use of text messaging to confirm/cancel appointments, and for other administrative purposes;

I consent to the use of email in the course of my counseling and for other administrative purposes;

**4. Waiver and Covenant Not to Sue**

I have volunteered to participate in a nutritional counseling program and related follow-ups under the direction of the RDN, which will include, but may not be limited to nutritional planning.

I realize that nutritional and lifestyle changes do not promise or guarantee protection from future illness because of natural aging, preexisting conditions, unrelated medical interventions, medical errors unrelated to this program, accidents, and other circumstances.

I acknowledge and agree that no warranties or representations have been made to me regarding the results I will achieve from this program. I understand that results are individual and may vary.

In consideration of the RDN agreement to assist me, I release and discharge and hereby hold harmless the Company, the RDN and their respective agents, heirs, assignees, contractors, and employees from any and all claims, demands, damages, rights of action or causes of action, present or future, arising out of or connected to my participation in any nutrition program.

I agree that the foregoing liability waiver and assumption of risk agreement is intended to be as broad and inclusive as is permitted by the law of the state of New Jersey, and that if any portion thereof is held invalid, it is agreed that the remaining provisions shall continue in full force and effect.

I have read this liability waiver and assumption of risk and fully understand its terms. I understand that I am giving up my right to sue. I acknowledge that I am signing the agreement freely and voluntarily and intend my signature to be a complete and unconditional.

Client name: \_\_\_\_\_

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

Parent name: \_\_\_\_\_

Parent Signature: \_\_\_\_\_

Date: \_\_\_\_\_