**MICHALE HARTTE, BASc (Nutr), NNCP, CH**

**Registered Nutritional Therapist, Chartered herbalist, Detox Specialist**

**Fit ’n Healthy Nutritional Consulting**

[**www.fitnhealthynutrition.com**](http://www.fitnhealthynutrition.com)

**WAIVER, RELEASE AND LIMITATION OF LIABILITY**

**THIS AGREEMENT CONTAINS IMPORTANT RESTRICTIONS ON YOUR RIGHTS AND SHOULD BE CONSIDERED CAREFULLY.**

1. **WAIVER, RELEASE AND INDEMNITY.**

1.1 In consideration of **MICHALE HARTTE**. (“Michale”) providing (insert names below):

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(individually a “**client**”, or collectively, the “**clients**”) with nutritional consultation services relating to nutrition, biotherapeutic drainage and detoxification, as well as the retail and wholesale sale to the Clients of various nutritional products, supplements, natural remedies, probiotics from third party producers, including but not limited to Seroyal and their related brands and companies(collectively the “**Services**”);

The undersigned Clients individually and on behalf of theClients’ executors, administrators, heirs, next of kin, representatives, successors and assigns, agree to:

* 1. waive, release and discharge Michale and her successors, assigns, subsidiaries, affiliates, employees, managers, members, officers, directors, agents and other representatives(individually and collectively known as, the “**Released Parties**”) from any and all liability for the death, disability, illness or personal injury, including, physical or mental of the Clients, occurring directly or indirectly from their participation and use of the Services, and covenants not to sue any of the Released Parties with regard to the same; and
  2. protect, defend, hold harmless and indemnify each of the Released Parties from and against any and all claims, actions, causes of action, proceedings, suits, costs, liabilities, damages, and expenses, whether known or unknown (including but not limited to all direct, special, incidental, exemplary and consequently damages, and losses of any kind and lawyer’s fees) based upon, resulting from and/or relating in any way to the Clients obtaining, participating in and using the Services.

**2. ASSUMPTION OF RISKS**

2.1 The undersigned Clients are aware and freely accept that the Clients use of the Services may involve inherent risks, including but not limited to those risks that may be physical, psychological, and emotional in nature. The undersigned Clients freely accept and assume all such risks, dangers and hazards arising from the Clients use of the Services. The Clients acknowledge that the Services do not include medical services, medical diagnosis or medical treatment and do not constitute the practice of medicine in any jurisdiction. The Services do not establish a doctor-patient relationship. Please be sure to consult your physician before using the Services or taking or using any product. Consult your physician for any health problems. The Services, which include but are not limited to homeopathic modalities, may or may not be supported by clinical trials, and no representation or warranty is made in that regard. The Services and related products and therapies are not substitutions for standard medical care.

2.2 The undersigned Clients are aware that using the Services may involve, inherent risks, dangers and hazards to their person and property including, without limitation, injury, illness and disability howsoever caused, including drowning, dismemberment, allergic reaction, improper use of equipment, falls, slips, soft-tissue injuries, over-exertion, interaction with other Clients, the Released Parties or other members of the public, negligence, gross negligence and/or willful misconduct of other Clients, the Released Parties or other members of the public including the failure on the part of the Released Parties to take reasonable steps to safeguard or protect the Clients from the risks, dangers and hazards of using and participating in the Services. **KNOWING THESE RISKS, THE UNDERSIGNED CLIENTS FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.**

## 3. LIMITATION OF LIABILITY

3.1 The undersigned Clients agree that Michale and the Released Parties shall not be liable for any indirect, incidental, special, consequential, exemplary or punitive damages occurring out of or in connection with Michale and the Released Parties’ performance or non-performance of the Services provided in this Agreement or other agreements or from the negligence of Michale and the Released Parties.

3.2 Michale and the Released Parties make no, and hereby expressly disclaim all warranties, express or implied, with respect to the nature or quality of the Services, including the implied warranties of merchantability and the fitness of the goods for a particular purpose. In entering into this Agreement the undersigned Clients are not relying on any oral or written representation or statements made by Michale and the Released Parties with respect to the safety of the Services, other than what is set forth in this Agreement.

3.3 The undersigned Clients agree to indemnify and reimburse Michale and the Released Parties against all liabilities, claims, demands, actions, causes of action, damages, losses, costs and expenses suffered or incurred by Michale and the Released Parties as a result of the Clients using and participating in the Services. Any claim that the Clients may have against Michale and the Released Parties with respect to the Clients using and participating in the Services is limited to the value received by Michale for the Clients using and participation in the Services.

## 4. UNAUTHORIZED EMPLOYEE ACTIONS

The undersigned Clients understand and agree that Michale and the Released Parties only assume responsibility for its employees to the degree that the employees operate within the scope of their employment and outlined job responsibilities. The undersigned Clients therefore agree to hold harmless and release Michale and the Released Parties (other than the employee who acted outside of the scope of his or her employment) from all liability or damages for any actions of Michale and the Released Parties’ employees that act outside the training they have received or the scope of their constituted responsibilities or realm of their employment, and the undersigned Clients hereby waive any right to claim or make any claim against Michale and the Released Parties for negligent hiring of employees.

**5. GOVERNING LAW**

For the purpose of any legal actions or proceedings brought by any party to this Agreement in respect of this Agreement or any other document or certificate issued under or arising out of or in connection with this Agreement or any act, omission, default or actionable event occurring in connection therewith, the parties agree to attorn to, submit to, and be exclusively bound by the jurisdiction of the courts of the Province of British Columbia. This Agreement and all matters arising under it will be governed by and construed in accordance with the laws of British Columbia and all disputes and claims arising out of this Agreement will be referred to the courts of the Province of British Columbia.

**6.** **COUNTERPARTS**

This Agreement and any certificate or other writing delivered in connection with this Agreement may be executed in any number of counterparts and any party to this Agreement may execute any counterpart, each of which when executed and delivered will be deemed to be an original and all of which counterparts of this Agreement or such other writing, as the case may be, taken together will be deemed to be one and the same instrument. The execution of this Agreement or any other writing by any party will not become effective until all counterparts, as the case may be, have been executed by all the parties to this Agreement. A copy of this Agreement delivered by facsimile or other electronic means and bearing a copy of the signature of a party to this Agreement shall for all purposes be treated and accepted as an original copy thereof.

**I HEREBY CONFIRM THAT I HAVE CAREFULLY READ AND UNDERSTOOD THE TERMS OF THIS AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT THAT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASED PARTIES AND THAT I HAVE BEEN ADVISED TO OBTAIN INDEPENDENT LEGAL ADVICE PRIOR TO SIGNING THIS DOCUMENT.**

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Michale Hartte

**IN WITNESS WHEREOF** the undersigned Clients have duly executed this Agreement as of the \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ .

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