



### **Relationship Coaching Informed Consent Form**

Description of Service: Coaching is a relationship between a coach and the client. This Agreement is for coaching by Mr. Jay (hereinafter, the “Coach”). Mr. Jay has a counseling educational background and has experience in a broad range of areas, and he uses his own experience over the years in coaching. While there may be other issues as depression, ADHD, and anxiety that will be discussed during the relationship, this Coaching relationship may not be best suited for dealing with complex psychological issues. For those issues and at any time, you (hereinafter, the “Client”) may see a licensed mental health professional for such cure, therapy, and/or treatment. In commencing this Coaching relationship, you are agreeing that you understand the above and that you will be responsible for getting other treatment as needed separately through licensed therapists if needed.

- A. **SOLE RESPONSIBILITY BY CLIENT.** In participating in this coaching relationship, Client agrees to be solely responsible for his/her own physical, mental and emotional well-being, decisions, choices, actions and results, regardless of whether related to or resulting from this coaching relationship.
- B. **COACHING NOT THERAPY.** Client agrees that this coaching relationship does not involve the diagnosis or treatment of mental disorders as defined by any of the professional psychological and psychiatric associations. Client further acknowledges that this is not be a substitute for treatment by professional, licensed therapists. Client shall be solely responsible to seek such independent professional guidance as needed. To the extent Client seeks or engages in such treatment while still maintaining this coaching relationship, it is recommended that Client promptly inform the licensed therapist of the existence of this coaching relationship.
- C. **HONESTY AND OPENNESS.** To optimize the chances for success of this coaching relationship, the Client agrees to be honest, open to feedback, and open to assistance from the Coach.
- D. **CONFIDENTIALITY.** In signing this, the Client acknowledges his/her understanding that this coaching relationship and the information (whether verbal or written) shared as part of this relationship is considered confidential information. However, this is not a “legal” standard as exists in the medical and legal professions, and communications are NOT subject to any recognized privilege. Still, as a general principle, the Coach will not disclose Client’s information disclosed during the relationship (including name) without the Client’s consent. Notwithstanding the foregoing, at no time will information be considered confidential if: (a) it is generally known to the public; (b) it was in the Coach’s prior possession; (c) it is obtained by the Coach from a third party, without breach of any obligation to the Client; (d) it is independently developed by the Coach; (e) if the Coach is required to disclose the information – such as by statute, subpoena, court order, or regulation; (f) because of such information, the Coach believes there to be an imminent or likely risk of danger or harm to the Client or others; or (g) it involves illegal activity.
- E. **RECORD RETENTION POLICY.** To assure the Client’s confidentiality, the Coach generally agrees to keep no notes regarding coaching session discussions unless the Coach believes there to be an imminent or risk of danger or harm to the Client or others, there is suspected abuse, or the Coach is informed of



sexual contact between a minor and an adult. At all times, decisions regarding record retention will be up to the sole discretion of the Coach.

- F. **PROCEDURE.** Both parties agree to a Coaching relationship – which will be conducted via telesession or otherwise (as to be decided between coach and client at a day and time mutually agreeable between the parties).
- G. **SCHEDULE AND FEES.** In starting this coaching relationship, Client agrees to pay \$ the coaching fee. Payment is due BEFORE the start of each session.
- H. **CANCELLATION POLICY.** Both client and coach agree to notify one another at least 24 hours in advance of a scheduled call and meeting.
- I. **TERMINATION.** Either the Client or the Coach may terminate this Agreement at any time with a 24-hour notice. Client agrees to compensate the Coach for all coaching services rendered through and including the effective date of termination of the coaching relationship.
- J. **NO WARRANTIES AND LIMITED LIABILITY.** Unless expressly noted in this Agreement, the Coach makes no guarantees, representations or warranties of any kind or nature, express or implied with respect to the coaching services negotiated, agreed upon, and rendered. In no event shall the Coach be liable to the Client for any indirect, 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, shall be limited to the amount actually paid by the Client to the Coach under this Agreement.
- K. **ENTIRE AGREEMENT.** This document reflects the entire agreement between the Coach and the Client, and it reflects a complete understanding of the parties with respect to the subject matter. It supersedes all prior written and oral representations. It may not be amended except through a written and signed agreement between the Coach and the Client.
- L. **SEVERABILITY AND WAIVER.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce this Agreement.
- M. **CHOICE OF LAW.** This Agreement shall be governed and construed in accordance with the laws without giving effect to any conflicts of laws provisions.



N. BINDING TO SUCCESSORS. This Agreement shall be binding upon the parties hereto and their respective successors and permissible assigns.

ACCEPTED BY:

DATE:

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(PLEASE PRINT CLIENT NAME AND SIGN OR INITIAL)

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