



CLIENT RESPONSIBILITIES AGREEMENT
CRANIOSACRAL THERAPY

This Client Responsibilities Agreement is entered into and effective on this day,

_____ by and between Body Smarts, a West Virginia LLC ("Company"), and
Date

_____ ("Client"). This Client Responsibilities Agreement defines how the parties will work together.
First & Last Name

For good and valuable consideration, Client agrees to purchase CranioSacral Therapy services from Company. Company agrees to provide CranioSacral Therapy services ("Services") for Client, using appropriate techniques in accordance with Client's needs and in alignment with Company's role as a CranioSacral Therapist. The parties agree to the following terms.

CRANIOSACRAL SERVICES. Company's Services, including CranioSacral sessions, are not a substitute or alternative for mental health counseling, psychotherapy or other medical care provided by a licensed mental health practitioner. Client is strongly advised to inform Company if Client does not understand the difference between CranioSacral therapy and mental health services or medical care. Patricia C. Rogers is acting as a licensed massage therapist, specializing in CranioSacral therapy, not as a licensed medical health professional or mental health professional.

CONFIDENTIALITY. Company will maintain Client's confidentiality and keep all information private unless required to disclose by law. Patricia C. Rogers may report to responsible authorities if Client indicates actual or suspected abuse or neglect of a child, actual or suspected abuse of an elderly person, threat of self-harm or threat of harm to others.

CLIENT RESPONSIBILITIES. Nothing in the Services is intended to constitute or should be relied upon as medical or mental health advice. Client understands that Company is not a physician's office, psychologist's office, psychiatrist's office, mental health practitioner's office, or other licensed or registered mental health professional's office, and is not acting as such. Client understands that Patricia Rogers is a Licensed Massage Therapist, specializing in CranioSacral Therapy, licensed in the state of West Virginia. Patricia Rogers is acting as a Licensed Massage Therapist, not as a physician, nurse practitioner, registered nurse, or physician's assistant. Client understands that Company does not diagnose, any illness or mental health condition, and nothing in the Services is intended to diagnose any illness or medical mental health condition.

Nothing in the Services is intended to be a substitute for consultation, diagnosis, treatment, or other medical or mental health advice from a physician or other licensed medical or healthcare professional, nor is it designed to provide Client with a medical or mental health diagnosis, treatment, or other medical or mental health services. Client is encouraged to consult with a physician or other licensed medical and mental health professional regarding Client's specific situation before using any information in Company's Services including, but not limited to CranioSacral Therapy. If Client chooses to implement any information in Company's Services, Company will proceed with the understanding that Client has obtained prior clearance from a physician or other licensed medical or healthcare professional and licensed mental healthcare professional who have determined that the information in Company's Services is appropriate and useful for Client. Whether or not Client chooses not to consult with a physician or other licensed medical or healthcare professional and a licensed mental health professional before using the information in Company's Services, Client assumes all risk for any and all results.

Company is providing services only in the capacity as a Licensed Massage Therapist, specializing in CranioSacral Treatment. Client acknowledges and agrees that Client should never disregard any medical or mental health advice, stop taking medications, stop any treatments, or delay seeking professional medical or mental health advice based on anything in Company's Services. Coaching is in no way to be construed as healthcare or medical advice or mental health therapy. Company's Services are not a substitute or alternative for mental health counseling, psychoanalysis or examination, or other mental health services. Client must not disregard professional medical advice or delay diagnosis, or treatment based on anything in Company's Services. Client must not postpone appointments, stop any treatments, go without or adjust medications, or otherwise rely on Company's Services as a substitute or alternative for mental health care. In the event Company deems, in its sole discretion, that Company's Services are not appropriate for Client, Company will notify Client of the termination of the relationship. Although Company's Services are not subject to any privilege, Company will always strive to keep all communications confidential. However, there are reserved exceptions to this, for example when pertaining to minors, elderly, self-harm or harm to others, and in those instances, Company will abide by mandatory reporting rules typical to mental health settings. Company does not provide letters for ongoing court cases or other purposes.

Client acknowledges and agrees that Company's Services, including CranioSacral Therapy, shall not be used as a substitute or alternative for mental health counseling, psychoanalysis or examination, or other mental health services. Client is fully and solely responsible for all decisions and actions regarding mental health, medical, legal, business or family matters. Client is fully and solely responsible for Client's own mental, emotional and physical well-being at all times. This includes all decisions and

actions made before, during and after Company's Services. Client is fully and solely responsible for all results. Client has discussed the appropriateness of Company's Services with any current mental health or medical practitioners from whom Client is receiving treatment.

SERVICE DETAILS. CranioSacral Therapy is designed to address structural and health issues within the body and underlying emotional processes, as needed, to facilitate the body's sense of safety and improvements in structure and function of the tissues of the body.

NO GUARANTEES, NO WARRANTIES. Client is participating in the Services voluntarily and understands that Company makes no guarantees regarding Client's results with the Services. Client agrees that Company is not responsible and Client does not have a cause of action, legal remedy or an entitlement to a refund if Client does not achieve the desired result, or if there are errors or omissions in the Services. The Services are provided "as is," and, except for the express warranties in this Client Agreement, are offered with no warranties of any kind, whether express or implied, including but not limited to, implied warranties of merchantability, fitness for a particular purpose, merchantability, expectation of course of performance and non-infringement. Client's participation is voluntary and agrees not to hold Company responsible if Client becomes dissatisfied with the Services. The Services are intended for a general audience and are not in any way specific advice tailored to any individual. If Client chooses to implement any information in Company's Services, Company will proceed with the understanding that Client has obtained prior clearance from a licensed medical or healthcare professional who has determined that the information in Company's Services is appropriate and useful for Client. Whether or not Client chooses not to consult with a licensed medical or healthcare professional before using the information in Company's Services, Client assumes all risk for any and all results.

LIMITED LIABILITY, INDEMNIFICATION. Client agrees that under no circumstances is Company to be held liable for any damages, whether direct or indirect, resulting from this Client Agreement or the Services, including any injuries sustained or medical ailments that result, and Company expressly excludes such liability to the fullest extent of the law. In no event shall Company's liability exceed the fees paid under this Client Agreement. Client agrees at all times to indemnify, defend and hold Company and its team members, agents, affiliates, and other parties associated with Company, harmless from any actions, losses, damages or expenses, as well as third party claims, including attorneys' fees and expenses, arising out of or related to this Client Agreement or Services.

FORCE MAJEURE. Body Smarts shall not be liable for any costs or damages due to delay or nonperformance of this Client Agreement due to a Force Majeure, including acts of God, acts of people, government imposed restrictions and safety measures, quarantines, travel suspensions, and any other event beyond Body Smarts' control, whether foreseen or unforeseen.

GOVERNANCE. This Client Agreement shall be construed in accordance with, and governed by, the laws of the State of West Virginia as applied to contracts that are executed and performed entirely in West Virginia, regardless of Client's location. The exclusive venue for any legal proceeding based on or arising out of this Client Agreement shall be Kanawha County, West Virginia.

DISPUTE RESOLUTION, LITIGATION EXPENSES. Should any dispute arise between Client and Company, it would be preferable to work it out amicably, but if that is not possible, Client acknowledges and agrees that the dispute will be resolved by the American Arbitration Association, in Kanawha County, West Virginia. Client agrees to participate in the arbitration process in good faith, and further agrees that the decision made by the Arbitrator is binding, not subject to appeal, and enforceable in any court of competent jurisdiction as a judgment of law. Client acknowledges and agrees that any Arbitration must be commenced within one year of the date of the grievance, or forfeited forever. Client understands that the only remedy that can be awarded through Arbitration is a refund of payments made to Company. **NO AWARD OF ANY CONSEQUENTIAL, PUNITIVE, SPECIAL OR ADDITIONAL DAMAGES MAY BE AWARDED TO CLIENT.** If any legal action is brought because of an alleged dispute regarding this Client Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and other costs incurred in pursuing that action, in addition to any other relief to which they are entitled.

ENTIRE AGREEMENT, WAIVER, MODIFICATIONS, SEVERABILITY, ASSIGNMENT. Client and Company agree that this Client Agreement constitutes the entire agreement between them and supersedes any and all prior agreements, discussions, correspondence, understandings or proposals. Client understands that any expectation regarding the Services, which is not specifically included in this Client Agreement is not included in the Services. Client agrees that no waiver of any of the provisions of this Client Agreement shall be deemed, or shall constitute, a waiver of any other provision of this Client Agreement, nor shall any waiver constitute a continuing waiver. Client agrees that this Client Agreement is not to be altered, amended, extended or considered waived in any way, except in writing, with an additional Addendum, signed by both Client and Company, or by an authorized signatory for either party. If any term of this Client Agreement is found to be invalid, void, or unenforceable under applicable law, the other provisions shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated. This Client Agreement is not assignable, delegable, sub-licensable, or otherwise transferable.

NOTICE. All notices, requests, demands, and other communications regarding this Client Agreement shall be in writing, sent via the US mail, addressed as follows:
Body Smarts Therapy
303 Washington St. W, Suite 204
Charleston, WV 25203

SIGNATURES.

Client and Company agree that electronic signatures are a valid form of signature for this Agreement, and it may be executed in counterparts, in which case it will be effective on the date the final Party signs the Agreement. Client has the opportunity to consult with an attorney and to have all questions answered by Company prior to signing this Client Agreement. By signing below, Client and Company agree to all of the terms of this Client Agreement.

Client Signature

Date

Full Name: _____

Company Signature, by Patricia C. Rogers
Under authority as Owner
Of Body Smarts

Date