

CONTRACT

OTM, LLC (operating as On The Move) agrees to provide one or more of the following services to (client name), _____, subject to terms and conditions described below:

1. All new clients seeking to secure OTM, LLC for **exercise therapy/personal training services** must obtain medical clearance from their primary healthcare provider. All new clients must agree to a 90-minute initial consultation with OTM, LLC. OTM, LLC will then develop a customized program for the client based on intake results. This comprehensive package is \$265.00. Initial consultation will be in-person unless otherwise agreed upon.

New clients must also agree to three (3) sessions with OTM, LLC after the initial consultation and program development are completed. These individual exercise therapy/personal training sessions are \$105.00; partner training sessions (two persons) are \$145.00. These sessions may be virtual or in-person. Sessions are 55-minutes unless otherwise determined.

I (client name), _____, understand and agree to these terms, and will participate in exercise therapy/personal training instruction ____ day(s) each week at the fee structure noted above.

2. All new clients seeking to secure OTM, LLC as its **Integrative Health Practitioner (IHP)** must agree to an initial 60-minute consultation and three (3) subsequent sessions with OTM, LLC. OTM, LLC is a Level 1 certified IHP through the Integrative Health Practitioner Institute. Integrative health coaching is holistic in scope and examines the interrelationship of diet bio-individualization, exercise, stress, toxicity levels, rest, emotional balance, supplementation, and success mindset, trademarked by Dr. Stephen Cabral as the DESTRESS Protocol. All information provided by OTM, LLC is for health education purposes only and is not intended to diagnose, treat, cure, or prevent any disease. You should contact your primary care doctor should you need those services.

The initial consultation is 60-minutes and can be conducted virtually or in-person. The initial consultation is \$265.00. OTM, LLC will study the client's bio-individualized needs, concerns, and goals, and then offer holistic health-focused education to the client during subsequent meetings. Timing of subsequent meetings will be determined during initial consultation.

Subsequent IHP sessions are \$150.00 and are 45-minutes unless otherwise determined. Sessions may be virtual or in-person.

I (client name), _____, understand and agree to these terms, and will commit to IHP services ____ day(s) each week or ____ day(s) each month at the fee structure noted above.

3. OTM, LLC offers **small group exercise instruction**. These 55-minute classes are offered as a 4-week session for \$92.00. Weeks are not always consecutive. If space permits, drop-ins are welcome and cost \$25.00/class. Client must sign up for entire four weeks. No discounts or credits for missed classes.
4. OTM, LLC offers other **health and wellness-related services** including, research, medical advocacy, and case management at a rate of \$150.00 for 45-minutes.
5. Cancellation Policy: OTM, LLC must be notified at least 24 hours in advance of scheduled session if client needs to cancel, unless there is an emergency. If OTM, LLC is not notified at least 24 hours prior to the scheduled session, client will be responsible for payment in full.
6. Payment: Payment is due to OTM, LLC upon receipt of service. Advance payments may also be made. Payment should be in the form of check (made payable to OTM, LLC or On The Move) or electronic payment via Venmo. If client is late for scheduled appointment time, the session will not be extended or pro-rated.
7. Travel: Fees listed above do not reflect travel time to client. If client requires OTM, LLC to travel to home or other destination, this cost will be determined after first visit to client and is pro-rated based on the session rate.

The terms of this contract are subject to change if OTM, LLC or the client suffers from serious illness, or other circumstances beyond control of either party.

I certify that by affixing my signature on this contract, I have authority and capacity to execute it and bind myself, to the terms above.

Client Name (print): _____ Client Signature: _____ Date: _____

WAIVER of LIABILITY

I, (client name) _____, have voluntarily enrolled in one or more of the following services offered by OTM, LLC: exercise therapy/personal training, integrative health practitioner education/coaching, small group exercise classes, or medical advocacy/research/case management.

I, (client name) _____, acknowledge that if I suffer from chronic conditions or diseases (including but not limited to obesity, heart disease, high cholesterol, hypertension, diabetes, any organs' disease(s), alcoholism, depression, arthritis, cancer, osteoporosis, asthma, Alzheimer's/dementia HIV/AIDS, mental health disorders), that I will apprise my primary medical provider of my commencement of my exercise program with OTM, LLC and not hold OTM, LLC liable for any issues related thereto these conditions.

I, (client name) _____, (check one) have 1) ____ or have not 2) ____ been fully vaccinated for COVID-19.

In consideration of my participation in one of more of OTM, LLC's aforementioned services, I, (client name) _____, hereby release OTM, LLC from any claims, demands, and causes of action arising from my participation in any of the following: exercise therapy/personal training, integrative health practitioner education/coaching, small group exercise classes, or medical advocacy/research/case management.

I, (client name) _____, fully understand that I may injure myself as a result of my participation in exercise therapy/personal training, integrative health practitioner education/coaching, or small group exercise classes. I hereby release OTM, LLC from any liability now or in the future including, but not limited to heart attacks, muscle strains, pulls, or tears, broken bones, shin splints, heat exhaustion, injuries to knee, lower back, foot, and any other illness, soreness or injury however caused, occurring during or after my participation in any of OTM, LLC's program offerings.

I, (client name) _____, fully affirm that I have read and understand the above agreement.

Client Name (print): _____ Client Signature: _____ Date: _____