

**EMBEE LIFESTYLE DOCS
WAIVER AND RELEASE OF LIABILITY FORM**

I, _____ (Full Name), am 18 years of age or older and have elected to participate in a 12-18 week online immersion-style program which includes, but is not limited to, Medical Weight Loss Program, Disease Reversal Program, and other similar online programs such as Medically Supervised Fasting and My Best Life (hereinafter “ELD Program”) offered by Embee Lifestyle Docs, PLLC (herein after “Lifestyle Docs”) and its Members, Partners, and Affiliates (hereinafter “Partners”).

I further acknowledge that I have elected to participate in an online ELD Program. I understand that in order to participate in an online program it is my responsibility to furnish all my medical records including laboratory records to Lifestyle Docs.

I also acknowledge that I am currently in care of a physician with the following name _____ and phone number _____. My physician is aware of my participation in the online ELD Program and has agreed to monitor my progress for the duration of the online ELD Program.

I am aware that I need to inform Lifestyle Docs and Partners if I am pregnant, nursing or under medical supervision of another physician for any illness.

I understand that the Partners working with Lifestyle Docs may change from time to time, but that the list of Partners working with Lifestyle Docs includes, but is not limited to, cooking instructors, fitness instructors, yoga teachers, health coaches, wellness coordinators, physician assistants, nurse practitioners, nutritionists and dietitians.

I acknowledge that full details of the ELD Program have been explained to me. I also acknowledge that I have been given an opportunity to ask questions about the ELD Program.

I acknowledge and agree that no warranties or representations have been made to me regarding the results I will achieve from this ELD Program. I understand that results are individual and will vary with each participant.

I acknowledge that the financial responsibility associated with my specific ELD Program and the financial policy and General Policies of Embee Lifestyle Docs have been made available to me.

I recognize that specific foods may create allergic and possibly fatal reactions. It is my responsibility to know if I am allergic to any foods and to notify Lifestyle Docs immediately. I am aware that specific foods and supplements may interact with certain medications. It is my sole responsibility to inform such food and supplement reactions and the side effects of all of my medications to my physician(s) and to Lifestyle Docs and Partners.

I hereby elect to participate in other offerings from Lifestyle Docs and its Partners including, but not limited to nutrition workshops, tasting classes, cooking demos, grocery store tours, movie screenings, meditation sessions, yoga, tai chi, and other movement classes (hereinafter “Supplemental Programs”) offered by Lifestyle Docs and its Partners.

I understand that Lifestyle Docs may connect me with local resources which can provide me access to some of the Supplemental Programs. I hereby acknowledge that if I choose to participate in any Supplemental Programs that I do so voluntarily and at my own risk. I also acknowledge that I am responsible for any cost arising from my participation in the Supplemental Programs.

I also understand that participating in either the ELD Program or the Supplemental Programs carries inherent risks, including the risk of serious injury and death. I fully assume all risks associated with the ELD Program and Supplemental Programs including aggravation of medical condition, lack of warning or inadequate

warnings, inadequate instructions or my failure to follow instructions, slipping from slippery surfaces such as mats or floors, equipment failure and the like.

I grant permission to Lifestyle Docs and its Partners to utilize any photographs, motion pictures, videotapes, recording or other records of the Activity which may depict, record or refer to me for any purpose ("Likeness"), including commercial use. This permission is for use anywhere in the world and the Internet for an unlimited period of time. I understand and agree that I will not be compensated or receive additional consideration for consenting to the use of my Likeness and that I will not be given a chance to receive, inspect or approve the promotional or marketing material, messages and/or content that may use my Likeness. _____

I hereby elect to participate in group activities including group support sessions with one or more individuals (in person and online) who have similar medical conditions. I understand that this will divulge my medical condition and other personal medical information to other group member(s). I agree to keep all information that is shared in the group by other member(s) confidential and to not discuss such information outside of the group. I understand that I don't have to share any personal information with the group or health care providers unless I choose to do so. _____

For and in consideration of the opportunity to participate in the ELD Program and Supplemental Programs offered by Lifestyle Docs and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, for and on behalf of myself and my personal representatives, family, heirs, successors, assigns, and next of kin, I hereby fully and forever waive, release, discharge and covenant not to sue Lifestyle Docs, its partners, successors, assigns, parents, subsidiaries, affiliates, owners, employees, representatives, officers, agents, contractors, directors or landlord of any premises at which Lifestyle Docs may operate (each considered one of the "Releasees" hereunder) from any and all liability, actions, causes of action, suits, proceedings, controversies, damages, judgments, executions, claims, and demands whatsoever, in law, equity or otherwise, that may arise and that may be caused or alleged to be caused, in whole or in part, by the negligence or intentional conduct of one or more of the Releasees or otherwise, including, but not limited to, any claim of personal injury, medical complications, allergic reactions, death, property damage or failure to achieve my desired health benefits. I intend this Waiver and Release of Liability to be effective whether or not any accident, loss, damage, injury or death results from the negligence or intentional misconduct of one or more of the Releasees.

I agree that if, despite this Waiver and Release of Liability, I, or anyone on my behalf including, but not limited to, my personal representatives, family, heirs, successors, assigns, and/or next of kin, makes a claim or claims against any or all of the Releasees, I will indemnify and hold the Releasees (or any one of them) harmless from any and all litigation expenses, attorney fees, claims, judgments, losses, liability, damages or costs which may be incurred by the Releasees (or any one of them) as a result of and/or in association with such claim or claims.

I have read and voluntarily sign this Waiver and Release of Liability Agreement. I fully understand its terms, I understand that I have given up substantial rights by signing it and I have signed it freely and without any inducement or assurance of any nature and I intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law. I agree that if any portion of this agreement is held to be invalid or unenforceable, the remainder shall continue in full force and effect to the maximum extent allowable by law. This Waiver and Release of Liability has no expiration date.

This Agreement will be governed by Texas law with the Venue in Houston, Harris County, Texas. If any provision of the Agreement is deemed illegal or otherwise unenforceable, the remainder of the provisions will still apply.

Signature: _____ Date: _____

Printed Name: _____

Addendum -- Financial Details

One time Consultation:

One time 90 minute Consultation with Dr. M Online: \$175

My Best Life:

Initial sign up fee \$95
Monthly membership fee \$75
Minimum 3 month membership

Payments will be billed to your credit card or HSA card starting with the date of your initial consultation, and again at the start of your 2nd month and 3rd month of membership. Initial charge, \$170. Total charge for 3 month \$ 320. You may extend the plan on a monthly basis with the monthly membership fee of \$ 75.

Slow Immersion 18 week Weight Loss Program:

One time Payment of \$ 850 credit card or HSA card
Installment payments \$225 /monthly for 4 months.
Initial payment of \$225 and then Installment payments of \$50/weekly for 14 weeks.

Payments will be billed to your card starting with the date of your consultation. If choosing either the monthly or weekly installment plan, subsequent payments will be processed as per the schedule above.

Full Immersion for Disease Reversal and Weight Loss:

One time payment of \$1200 by credit card or HSA card
Installment payments of \$425 for 3 months

Payments will be billed to your card starting with the date of your consultation. If choosing the monthly installment plan, subsequent payments will be processed monthly.

NOTE: All credit card transactions are handled by a [Elavon Merchant Services](#), PCI compliant vendor offering secure transactions. We do not keep any of your payment data on the premises at Lifestyle Docs.