



ACCOUNTABILITY COACHING CLIENT DISCLAIMER, ACKNOWLEDGMENT, AND LIMITED LIABILITY WAIVER

DISCLAIMER AND ACKNOWLEDGMENT:

This Client Disclaimer, Acknowledgment, and Limited Liability Waiver ("Agreement") is entered into as of the date of Client's signature below (the "Effective Date") by and between Ever Accountable, LLC, a Utah limited liability company ("Company"), and the undersigned client ("Client"). The undersigned Client acknowledges and agrees that coaches affiliated with Company are independent contractors who provide accountability coaching services that consist solely of personal accountability, motivational support, and educational guidance regarding personal goal-setting and accountability practices.

Client expressly understands and acknowledges that the coaching services are not, and are not intended to be, therapy, counseling, psychological services, medical treatment, psychiatric care, or a substitute for professional mental health care of any kind. Client further understands that the Company's coaches are not licensed mental health professionals, therapists, psychologists, psychiatrists, or medical practitioners. Client agrees that if Client requires or may require mental health services, psychological services, or medical treatment, Client will immediately seek such services from appropriately licensed professionals. Client acknowledges that Company has advised Client to consult with appropriate healthcare professionals regarding any physical or mental health concerns.

Client acknowledges that participation in the coaching services is entirely voluntary and that Client accepts full responsibility for Client's own choices, actions, decisions, outcomes, and well-being during and after participation in the services. Client agrees that Company and its coaches shall have no responsibility or liability for any results or outcomes achieved or not achieved through the coaching services.

TO THE MAXIMUM EXTENT PERMITTED BY UTAH LAW, Client agrees to release, waive, discharge, and covenant not to sue Ever Accountable, LLC, its officers, directors, members, managers, employees, agents, independent contractors, coaches, and affiliates (collectively, "Released Parties") from and against any and all claims, liabilities, damages, losses, costs, or expenses (including reasonable attorneys' fees and court costs) of any kind or nature whatsoever, whether known or unknown, arising out of or relating to Client's

participation in the coaching services, except for claims arising from the Released Parties' gross negligence, willful misconduct, or intentional torts as determined by a court of competent jurisdiction.

Client has read and agreed to Ever Accountable's [Terms of Service](#), [Privacy Policy](#), [Hold Harmless & Release of Liability](#), and [Mandatory Reporting Policy](#), each as currently in effect and available at [[everaccountable.com](#)] (collectively, the "Incorporated Documents"). Client acknowledges receiving copies of or electronic access to each of these Incorporated Documents. Client agrees that the version of each Incorporated Document in effect at the time of Client's execution of this Agreement shall govern Client's relationship with Company. Any material amendments to the Incorporated Documents will require Client's affirmative consent.

Signature: _____ Date: _____

By signing below, Client acknowledges that Client: (a) has read, understood, and voluntarily agrees to all terms and conditions set forth in this Client Disclaimer and Acknowledgment. and fully understands all terms and conditions set forth in this Agreement; (b) has had the opportunity to ask questions and seek independent legal counsel regarding this Agreement; (c) is not relying on any oral representations or promises not contained in this written Agreement; (d) is entering into this Agreement voluntarily and without duress; and (e) agrees to be legally bound by all terms and conditions herein.

CLIENT UNDERSTANDS THAT THIS AGREEMENT CONTAINS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

GOVERNING LAW AND JURISDICTION: This Agreement shall be governed by and construed in accordance with the laws of the United States of American and the State of Utah, without regard to its conflicts of law principles. Any dispute arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in Utah County, Utah, and Client consents to personal jurisdiction in such courts.

SEVERABILITY: If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid provision shall be modified to the minimum extent necessary to make it valid and enforceable while preserving the parties' original intent.

ENTIRE AGREEMENT: This Agreement, together with the Incorporated Documents, constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings, agreements, representations, and warranties, whether written or oral.

WAIVER: No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the waiver is sought to be enforced. No failure or delay in exercising any right or remedy shall constitute a waiver of that right or remedy.

- **Signature version (for intake form or PDF):**

Signature: _____ Date: _____