



CLIENT CONSENT, DISCLOSURE AND LIABILITY WAIVER

New Dawn Life Joy LLC – Intuitive Life Coaching & Energy Wellness Services

1. **COACHING AND WELLNESS SERVICES.** New Dawn Life Joy LLC, through its practitioner, Joy Nouri Amara (the “Consultant”), agrees to provide intuitive life coaching and energy wellness facilitation services to Client, including but not limited to spiritual guidance, energy alignment practices, mindfulness techniques, and other holistic wellness tools and approaches that promote personal insight, self-healing, and overall well-being (collectively, the “Coaching Services”). These services incorporate elements of Energy Medicine, a holistic and integrative therapy intended to clear, balance, and energize the human energy system to facilitate physical, emotional, mental, and spiritual healing. The Consultant may use various energy medicine techniques with heart-centered intention to support clients in releasing limiting beliefs and embracing new paradigms, guiding them along Wellness Pathways with the goal of thriving in a vision-driven life they love. Client acknowledges and understands that the Coaching Services are non-clinical, holistic services intended to support personal development and are not a substitute for professional mental health care, medical advice, diagnosis, or treatment. Consultant does not diagnose conditions or prescribe or perform medical treatment, psychotherapy, or any other licensed health care services. Client further acknowledges that, with the exception of massage therapy services, Consultant’s “Coaching Services” does not constitute a “covered entity” under the Health Insurance Portability and Accountability Act (“HIPAA”), 45 CFR Chapter 164 et seq., and ORS §§192.553 et seq., and therefore any information shared in connection with the Coaching Services is not protected under HIPAA as medical information. By signing below, Client voluntarily consents to the Coaching Services and the terms and conditions of this Agreement.

2. **CLIENT INTAKE AND SCHEDULING.** The Client may initiate the intake and scheduling of Coaching Services by using the website “Appointment” booking page (www.newdawnlifejoy.com) and by email and/or telephone contact. In-person appointments on Monday and Friday are held at 741 Anabel, Idlewild Park, Oregon. In-person appointments on Tuesday, Wednesday, and Thursday are held at 725 SE Main Street, Room 105, Roseburg, Oregon. Consultant will make reasonable efforts to accommodate scheduling preferences, but Client understands that all Coaching sessions are scheduled by appointment on a first-come, first serve basis. This Client Consent, Disclosure and Liability Waiver (the “Agreement”) must be signed and returned to Consultant prior to the commencement of Coaching Services; or for existing clients, prior to the next scheduled Coaching session.

3. **REMOTE COACHING SESSIONS.** With Client’s consent, Coaching Services may be conducted remotely using secure, interactive video-conferencing technology that allows for virtual sessions without the need for in-person sessions. Client understands that while privacy laws protecting personal information apply to remote sessions, additional precautions are necessary as the Consultant and Client are not physically present in the same location. Client agrees not to have anyone else present during a session without first obtaining prior consent from the Consultant. It is the Client’s responsibility to ensure Client is in a private, comfortable, interruption-free space and to protect the confidentiality of the session on their own device. Client acknowledges the potential risks associated with technology, including interruptions, lack of sufficient bandwidth, unauthorized access, or data breaches. If any such technical issues arise or if the video platform is deemed inadequate or insecure, either party may choose to discontinue the Coaching session and make alternative arrangements.

4. **FEES AND PAYMENT ARRANGEMENTS.** New Dawn Life Joy offers Coaching Services through flexible session packages designed to support your wellness journey. Pricing for these packages is as follows: \$800 for a 4-week package, which includes one session per week for 4 weeks (total of 4 sessions); and \$2,500 for a 12-week package, which includes one session per week for 12 weeks (total of 12 sessions). Each session typically lasts between 60 and 90 minutes. For additional specialized services,

including but not limited to custom energy alignment sessions, group workshops, or other holistic offerings, please refer to the Services section of the Consultant's website for detailed descriptions and current pricing.

Payment for all Coaching Services, including session packages, is due in full in advance of the first scheduled session. Clients may schedule appointments online by selecting the desired package or service, choosing dates and times, and securely submitting payment; a confirmation email and optional text reminder will follow. Alternatively, payment can be made at the time of the first scheduled session by check, cash, or credit/debit card. For added convenience, clients have the option to establish automated billing, which authorizes the Consultant to securely store and use payment details—including credit card number, CVV, and expiration date—for recurring or future sessions. By selecting this option, the Client agrees to maintain current payment information and authorizes the Consultant to charge the card on file as needed to prevent any interruptions or suspension of scheduled Coaching Services. All payments are non-refundable, except as otherwise outlined in the Cancellation and Rescheduling Policy section of this agreement.

5. CANCELLATION POLICY. Client may cancel or reschedule a coaching session; provided that if cancellation is less than 24 hours in advance of a scheduled Coaching session, a \$75 charge will be billed to Client. Client agrees to notify Consultant as soon as possible in advance of any cancellation or requested reschedule of a Coaching session.

6. TERMINATION/DISCHARGE POLICY. Consultant has the right to immediately terminate Coaching Services if Consultant determines that her safety, Client's safety, or the safety of any employee or staff member cannot be ensured. Subject to Section 5 herein, advance payments will be refunded if cancellation of Coaching Services occurs for any scheduled dates more than 24 hours in advance.

7. HEALTH EMERGENCY PROTOCOL-911 EMERGENCY ASSISTANCE. If Client experiences any kind of health issue or concern including, but not limited to, a fall, loss of consciousness, bleeding, incoherency, or any type of emergency as determined in the discretion of Consultant, Client irrevocably authorizes Consultant to call 911 if determined to be an emergency. Client acknowledges that Consultant will NOT accompany Client in any emergency vehicle if Client is transported out of Consultant's place of business.

8. MANDATORY REPORTING OF ABUSE. If Consultant has reasonable cause to believe that a Client 65 years of age or older has suffered abuse as defined in ORS §124.005(1), Consultant is required by Oregon law to report such abuse in the manner proscribed in ORS §124.065. "Abuse" can be one or more of the following: any physical injury caused by other than accidental means; neglect that leads to physical harm; abandonment, including desertion or willful forsaking of an elderly person or a person with a disability; willful infliction of physical pain or injury; use of derogatory or inappropriate names, phrases or profanity, ridicule, harassment, coercion, threats, cursing, intimidation or inappropriate sexual comments; the wrongfully taking or appropriating money or property; or sexual contact with a nonconsenting elderly person or person with a disability.

9. WAIVER OF LIABILITY/INDEMINIFICATION. Client agrees to and shall indemnify, defend, and hold harmless Consultant and its employees, agents, successors, and assigns, from and against any and all claims, actions, losses, injuries, suits, judgments, awards, liabilities, damages, and reasonable expenses associated therewith, including, but not limited to, attorney's fees and costs (collectively, the "Claims"), arising out of or related to: (a) Consultant's Coaching Services; (b) any condition of Consultant's property or premises, or any sessions or activity conducted thereon, including but not limited to any injury to Client or damage to property; and (c) any use by Client of Consultant's property, furnishings, or equipment provided by Consultant; except to the extent such Claims result from the gross negligence or willful misconduct of Consultant.

10. RESOLUTION OF CLAIMS. If Client and Consultant are unable to amicably resolve any Claims (as defined in Section 9), then Client agrees that any Claim that he/she may have arising out of this

Agreement will be settled by mediation. If the parties cannot resolve the Claim by means of mediation, then the Claim shall be settled by binding arbitration before a single arbitrator qualified and acting in the state of Oregon. If the parties agree on an arbitrator, the arbitration will be held before the arbitrator selected by the parties. If the parties do not agree on an arbitrator, each party will designate an arbitrator and the arbitration will be held before a third arbitrator selected by the designated arbitrators. The arbitration will be conducted in accordance with the procedures set forth in ORS §§36.600 through ORS 36.740. The resolution of any Claim as determined by the arbitrator will be binding on the parties.

11. CONFIDENTIALITY AND NON-DISCLOSURE. All information, documents and/or data obtained by Consultant in connection with the Coaching Services shall remain strictly confidential and private and not be revealed or disseminated beyond the confines of this Agreement. This prohibition against disclosure broadly covers any and all information pertaining to the Consultation Services and Client that is not otherwise readily available to the general public.

12. HARRASSMENT. All parties acknowledge that it is unlawful to harass and discriminate against individuals on the basis of their race, color, age, religion, sex, sexual orientation, national origin, marital status, veteran status, disability, citizenship or any other personal characteristics. Harassment includes, without limitation, making derogatory remarks, making “jokes” about ethnic or other groups, or any other verbal, physical and visual behavior.

13. ADDITIONAL INFORMATION. For additional information on Consultant and the Coaching Services offered, please refer to the following websites: www.newdawnlifejoy.com and www.lifejoycoaching.net.

14. SEVERABILITY. Should any portion of this Agreement be declared invalid or unenforceable, then such portion shall be deemed to be severed from this Agreement and shall not affect the remainder thereof.

15. GOVERNING LAW. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Oregon.

CLIENT HEREBY ACKNOWLEDGES THAT CLIENT HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT, THAT CLIENT HAS BEEN AFFORDED THE OPPORTUNITY TO SEEK AND RECEIVE INDEPENDENT COUNSEL AS TO THE TERMS, CONDITIONS AND RAMIFICATIONS OF THIS AGREEMENT PRIOR TO ITS EXECUTION, AND THAT CLIENT ENTERS INTO THIS AGREEMENT FREELY, VOLUNTARILY, AND WITHOUT RESERVATION OR DURESS.

X _____ Date ____/____/____
(Client signature)

