



ARDOR WELLNESS, LLC

The computerized Electro-Dermal Screening device (Qest4) provides a completely non-invasive method for gaining valuable information about how your body functions. The primary objective is to find patterns of stress and provide feedback that will assist in developing a program to restore areas of the body to balance.

- ☐ I understand that the Qest4 survey does not provide a medical diagnosis and that my testing technician may recommend further medical testing. If I suspect that I need further medical intervention, I understand that I should consult MY physician. I give my permission for the testing technician to evaluate me on the Qest4. I understand in doing so, my testing technician is NOT becoming my primary care physician. I understand that the testing technician will give me information about myself and make recommendations based on the screening. I understand that the testing technician will not pass judgment on prescribed medications, and it is the responsibility of my primary care physician to make any changes to my prescribed medications. Any decision to follow through with the recommended program is my own decision, and I hold the testing technician harmless.
- ☐ I understand that the Qest4 screening does not diagnose diseases in the body. I understand that the role of Ardor Wellness is not to prescribe, to diagnose, treat, or cure any disease, condition, or other physical or mental ailment of the human body. Rather, Ardor Wellness is a mentor and guide who has been trained in Holistic and Naturopathic Health to help clients reach their own health goals by helping clients implement positive lifestyle changes. I understand that Ardor Wellness is not acting in the capacity of a doctor, licensed dietician-nutritionist, psychologist, or other licensed or registered professional, and that any advice given by Ardor Wellness is not meant to take the place of advice by these professionals.
- ☐ I understand that I am here to learn about natural health and better lifestyle practices, and I will be offered information about food, supplements, and herbs as a guide to general health. I take full responsibility for my life and well-being, as well as the lives and well-being of my family and children (if applicable), and all decisions made while working with Ardor Wellness. I assume risks of trying new foods or supplements, and the risks inherent in making lifestyle changes. I release Ardor Wellness from any and all liability, damages, causes of action, allegations, suits, sums of money, claims, and demands whatsoever, in law or equity, which I ever had, now has, or will have in the future against Ardor Wellness, arising from my past or future participation in programs and services, unless arising from the gross negligence of Ardor Wellness.
- ☐ **CONFIDENTIALITY:** Ardor Wellness will keep the client's information private and will not share the client's information with any third party unless compelled by law.
- ☐ **ARBITRATION, CHOICE OF LAW AND LIMITED REMEDIES:** In the event that there ever arises a dispute between Ardor Wellness and the Client with respect to the services provided pursuant to this agreement or otherwise pertaining to the relationship between the parties, the parties agree to submit to binding arbitration before the American Arbitration Association. Any judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Such arbitration shall be conducted by a single arbitrator. The sole remedy that can be awarded to the Client in

the event that an award is granted in arbitration is a refund of fees. Without limiting the generality of the foregoing, no award of consequential or other damages, unless specifically set forth herein, may be granted to the Client.

- ☐ This agreement shall be construed according to the laws of the State of Wisconsin. In the event that any provision of this agreement is deemed unenforceable, the remaining portions of the agreement shall be severed and remain in full force.

- ☐ If the terms of this agreement are acceptable, please sign the acceptance below. By doing so, the Client acknowledges that: he/she has received a copy of this letter agreement; he/she has had an opportunity to discuss the contents with Ardor Wellness and, if desired, to have it reviewed by an attorney; and the Client understands, accepts, and agrees to abide by the terms hereof.

- ☐ DISPUTE RESOLUTION: Should we ever have any differences, it is hoped that we could work them out amiably through email correspondence. However, if we are unable to seek resolution in 14 days, we agree now that the only method of legal dispute resolution that will be used is binding arbitration before a single arbitrator, jointly selected by both of us, unless we both agree otherwise in writing. You understand and agree now that the only remedy that can be awarded to you through arbitration is the full refund of your Payment made to date. No other actions or financial awards of consequential damages, or any other type of damage, may be granted to you. We both agree now that the decision of the arbitrator is final and binding and may be entered as a judgment into any court having the appropriate jurisdiction. You also agree that should arbitration take place, it will be held in Crawford County in the State of Wisconsin, where our principal place of business is located, and the prevailing party shall be entitled to all reasonable attorneys' fees and all costs necessary to enforce the decision of the arbitrator.

Client Name: _____ Signature: _____ Date: _____

For Client under 18 years):

Guardian Name _____ Signature: _____ Relationship: _____

Practitioner/Coach Signature: _____ Date: _____