INFORMED CONSENT, ASSUMPTION OF RISK, WAIVER and LIABILITY RELEASE AGREEMENT

THIS AGREEMENT ("Agreement") CONTAINS A LIABILITY RELEASE. BY SIGNING IT, YOU ARE WAIVING CERTAIN LEGAL RIGHTS AND ARE COMPLETELY RELEASING POTENTIAL CLAIMS. PLEASE READ IT CAREFULLY.

In consideration for the opportunity to participate in the Whole30 Group (the "Group") whether conducted, organized, operated, and managed by Autumn Michaelis and Vickie Bhatia (the "Coaches"), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I, the undersigned, for myself, my heirs, executors, successors in interest, guardians, legal representatives, assigns, guests, and administrators, agree as follows:

1. Health Notice and Informed Consent. I agree and acknowledge that while respected health professionals developed the Whole30, it is not a medical organization. It does not provide medical advice or treatment or diagnose, treat or cure any disease, ailment, or medical condition(s). I understand that Whole30 coaching services are intended to promote general health and wellness and are not intended to replace physician care or medical intervention. I understand that results and changes in my general health and wellness may vary depending on medical conditions, medications, and accuracy in following suggested guidelines. I understand that nothing contained in any materials or otherwise offered in connection with my participation in the Group should be construed as medical advice or diagnosis.

I have been advised to consult with my physician, primary healthcare provider, and/or a registered dietitian before starting any dietary or lifestyle plan and to get periodic medical checkups. I understand that the Whole30 can create physical changes that should be medically monitored. Medical monitoring is essential for people with a known medical condition, pregnant or breastfeeding women, or those on prescription medication. I understand that the Whole30 is not advised for those with a history of disordered eating unless administered under the care of a trained counselor.

I affirm that I am over the age of 18, am not pregnant, and do not have an active medical diagnosis of bulimia nervosa/anorexia/binge eating disorder/EDNOS. I understand and acknowledge that if I am being treated for an illness, taking prescription medication, or following a therapeutic diet to treat a disease, I have been expressly advised to disclose the Whole30 plan to my physician or primary health care provider and follow any modifications made to the plan by my provider(s).

As my general health and wellness may change with modifications in diet, nutrition, and lifestyle, I understand that physician-prescribed medications may require modification. I acknowledge and agree that it is my responsibility to discuss this with my physician. I have been advised not to reduce or eliminate physician-prescribed medications without consulting my physician or medical care provider.

I acknowledge and agree to accept all responsibility for reviewing diet, nutrition, and lifestyle suggestions with a licensed medical professional before and during participation in the Group. As with any program, inherent risks may exist relative to my state of health, fitness, awareness, care, and skill with which I conduct myself. I agree that it is my responsibility to inquire about any recommendations with which I am not familiar and provide any information which may limit my participation in the Whole30 program.

I have discussed with the Coaches the nature of the services to be provided. I understand that the Coaches are not my licensed physician and that the State of Utah does not license Whole30 coaching services, medically authorized nor sponsored by any licensing bodies. I understand it is my responsibility to maintain a relationship for myself with a medical doctor or licensed health provider. I have consented to use the services offered by the Coaches and agree to be personally responsible for the fees in connection with the services provided to me.

I have read and understand the above disclosure about the Whole30 coaching services and agree to the above terms and conditions for participation in Whole30 coaching. _____ (Initials)

2. Confidential Information. I agree and acknowledge that in connection with my participation in the Group, Whole30, speakers, coaches, and other attendees will share confidential information. The term "Confidential Information" means all information relating to Whole30's business and programs, whether disclosed by Whole30's or its representatives, whether disclosed to me before, on, or after the Agreement Effective Date, regardless of the form or medium on which the information is stored, recorded, accessed, conveyed or communicated, and whether or not explicitly identified as "Confidential" or "Proprietary," including but not limited to information about the Group; personal conversations, presentations, materials, business operations, and strategies, cost, pricing, profit, production, forecast, and other accounting, economic and financial data, research and development, inventions (whether or not patentable), trade secrets, technology, information that Whole30 must keep confidential as result of obligations to third parties, business and marketing plans and strategies, information about Whole30's customers, suppliers and personnel, and the existence of this Agreement. Notwithstanding the foregoing, information will not be considered "Confidential Information" if I can prove that the information: (i) was disclosed or generally became available to the public without breach of this Agreement and through no act or omission of myself or my representatives; (ii) was independently developed by me, as evidenced by my written records, without reference to the Confidential Information, and before the date, I received the Confidential Information; or (iii) was received, without a duty of confidentiality, by me before Whole30 disclosed it to me, from a third party that did not violate any agreement, duty or applicable law in disclosing the information.

3. Assumption of Risks. I understand and acknowledge that the Coaches do not accept any responsibility for injury, illness, loss, or damages suffered by me and that obtaining insurance to cover these risks is my sole responsibility. I agree that the Coaches shall not be liable for any damages arising from personal injuries (including death) sustained because of my Group participation. Understanding, acknowledging, and agreeing to all the risks and hazards involved with the Group, I freely and voluntarily choose to participate in the Group, and I HEREBY VOLUNTARILY AND EXPRESSLY AGREE TO ACCEPT AND ASSUME ALL RISK OF LOSS, DAMAGES, THEFT, INJURY OR DEATH THAT MAY OCCUR TO ME OR MY PROPERTY AS A RESULT OF, OR INCIDENT TO, MY PARTICIPATION IN THE GROUP, INCLUDING THE RISK I MAY BE INJURED BY THE ACTIONS OR NEGLIGENCE OF THE RELEASED PARTY, OTHER PARTICIPANTS OR THIRD PARTIES WHILE PARTICIPATING IN THE GROUP. I understand and acknowledge that by agreeing to this Agreement, I am assuming full responsibility for any risk of death or personal injury, loss, or property damage suffered by me or my property in connection with the Group. understand and agree that this Agreement will be binding on me, my spouse (or registered domestic partner), my guardians, the executors or administrators of my estate, my heirs, my personal representatives, my assigns, my successors in interest, my children, (collectively, the "**Releasors**"). I accept full and complete responsibility for my own health and well-being, and I assume the risk of damage, theft, loss, or injury caused by others to me.

4. Liability Release and Waiver of Claims. I hereby waive, release, forever discharge, and agree to indemnify, defend, and hold harmless the Coaches from and against any and all liabilities, losses, claims, demands, damages, expenses, settlements, or judgments of any kind whatsoever, including attorney's fees, which I, my heirs, executors, and administrators may have, or which any other party may have against me, arising directly or indirectly from my access and involvement with the Group, including without limitation, any injury, accident, illness, death, or damage to persons or property of any kind sustained or arising out of my access and participation in the Group unless caused by the Released Party's willful misconduct or gross negligence.

5. Indemnification. I AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE RELEASED PARTY, JOINTLY AND SEVERALLY, FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, DEMANDS, RIGHTS, LOSSES, COSTS, DAMAGES, EXPENSES, SETTLEMENTS, JUDGMENTS, CAUSES OF ACTION AND LIABILITIES OF ANY KIND WHATSOEVER, WHETHER FORESEEN OR UNFORESEEN, INCLUDING ATTORNEYS' FEES, IN LAW OR IN EQUITY, ARISING OUT OF OR RESULTING FROM ANY CLAIM RELATED TO MY PARTICIPATION IN THE GROUP, INCLUDING WITHOUT LIMITATION MY BREACH OF THIS AGREEMENT.

6. Promise not to Bring Suit. I hereby agree and covenant not to, and shall cause the Releasors not to, bring a claim against, sue, demand compensation from, or attach the property or assets of the Released Party or any of them for any loss or damage arising or resulting from my participation in the Group, and forever release and discharge the Released Party or any of them from liability under such claims unless caused by the gross negligence or willful misconduct of the Released Party.

7. Severability. In the event any provision of this Agreement (or portion thereof) is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, such provision (or part thereof) shall be enforced or, if incapable of such enforcement, shall be deemed to be deleted from this Agreement, while the remainder of this Agreement shall continue in full force and remain in effect according to its stated terms and conditions.

I UNDERSTAND THAT THE TERMS OF THIS INFORMED CONSENT; ASSUMPTION OF RISK; WAIVER; AND LIABILITY RELEASE MEAN THAT I AM WAIVING CERTAIN IMPORTANT RIGHTS THAT I MIGHT OTHERWISE HAVE UNDER UTAH LAW.

(a) I UNDERSTAND AND ACKNOWLEDGE THAT BY SIGNING THIS AGREEMENT, I AM GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY LOSS OR DAMAGE. I UNDERSTAND THAT THIS

DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS. _____ (Initials)

(b) I HAVE READ THIS ENTIRE AGREEMENT CAREFULLY, AND FULLY UNDERSTAND ALL OF ITS TERMS AND CONDITIONS; MY INITIALS ON THESE PAGES AND MY SIGNATURE BELOW IS MY ACKNOWLEDGMENT AND AGREEMENT THAT I HAVE HAD AN OPPORTUNITY TO CAREFULLY READ THE ENTIRE AGREEMENT AND TO HAVE ANY QUESTIONS ANSWERED TO MY SATISFACTION. _____ (Initials)

I hereby represent and warrant that I am eighteen (18) years of age or older and have the right and power to enter into this Agreement and to contract in my own name. **I have read this Informed Consent, Assumption of Risk, Waiver, and Liability Release and agree to its terms.** This Agreement shall be binding upon me and my heirs, legal representatives, and assigns.

Name: _____

Signature: _____

Date: _____