

## **Disclaimer of Liability and Responsibility**

By Signing the form below you acknowledge that your participation in this health and wellness consultation is expressly conditioned on your agreement to each of the terms of this document. You acknowledge and agree as follows:

- 1) You acknowledge that you are aware that Michael Dellafave is not a physician or psychologist, and the scope of his consultation services does not include treatment or diagnosis of specific illnesses or disorders.
- 2) You acknowledge that if you, the client, suspect you may have an ailment or illness that may require medical attention, then you are encouraged to consult with a licensed physician without delay. Only a licensed physician can prescribe drugs.
- 3) You acknowledge that any mention of drugs during consultation is only for the purpose of providing a complete history of drugs that the client is taking and not for Mike to judge the appropriateness of the medication. Any change in prescription of dosage is a decision the client makes with his or her physician.
- 4) You acknowledge that rather than dealing with treatment of disease, Mike focuses on wellness and prevention of illness through the implementation of dietary and lifestyle changes through education and motivation. You understand that Mike primarily educates and motivates clients to assume more personal responsibility for their health by adopting a healthy attitude, lifestyle, and diet; he does not provide medical advice, or medical instruction.
- 5) You acknowledge that while people generally experience greater health and wellness as a result of embracing a healthier attitude, lifestyle, and diet, Mike does not promise or guarantee protection from future illness.
- 6) You acknowledge that you understand that Mike is a consultant and not a physician, and that you should consult your doctor if you think you have a medical condition or before making any significant dietary or lifestyle changes.
- 7) You acknowledge that Mike will not be held liable for failure to diagnose or treat an illness, nor will he be liable for failure to prevent future illness. Clients who fail to consult appropriate health professionals assume the risk of any damage or injuries.
- 8) You acknowledge and agree to provide Mike a complete and accurate account of any medical conditions that you may have and any medications that you are taking. All information in your case is confidential between you and Mike and no disclosure of any kind shall occur without your knowledge.
- 9) You acknowledge that wellness strategies may cause injury. You understand that there is an inherent risk of injury when choosing to participate in any physical exercise, wellness, and/or lifestyle adjustment activities. Your participation is a voluntary activity in all respects and you assume all risks of injury and illness that may result from such participation in any individual activities.
- 10) As the participant, you recognize and acknowledge that there are risks of physical injury and you agree to assume the full risk of any injuries (including death), damages, or loss which you may sustain as a result of participating in any and all activities arising out of,

connected with, or in any way associated with wellness activities. You acknowledge that participation in these activities is voluntary.

- 11) You, on behalf of yourself, do hereby fully release and discharge Michael Dellafave from any and all liability, claims, and causes of action from injuries or illness (including death), damages or loss which you may have or which may accrue to you on account of participation in suggested wellness activities. This is a complete and irrevocable release and waiver of liability. Specifically, and without limitation, you, on behalf of yourself, hereby release Michael Dellafave from any liability, claim, or cause of action arising out of the Released Parties' negligence. You, on behalf of yourself, covenant not to sue the Released Parties for any alleged liabilities, claims, or causes of action released hereunder.
- 12) You further agree to indemnify and hold harmless and defend the Released Parties from any and all claims resulting from injuries or illness (including death), damages, or loss, including, but not limited to attorneys' fees, sustained by you arising out of, connected with, or in any way associated with your participation in wellness activities.
- 13) In the event of any emergency, you authorize the Released Parties to secure from any licensed hospital, physician and/or medical personnel any treatment deemed necessary for your immediate care and agree that you will be responsible for payment of any and all medical services rendered.
- 14) You have been advised by Michael Dellafave to consult with a physician before you undertake any wellness program. You certify that you will carefully read the documents provided for any wellness activities prior to implementation and will adhere in strict accordance with instructions.
- 15) You agree to pay for services rendered at the time they are provided and as agreed upon. In the event that there is failure to pay for rendered services you agree to cover costs and fees associated with, including but not limited to, attorney fees, collection fees and finance fees on the outstanding balance.
- 16) Refund Policy — To the extent permitted by the applicable law, payments are non-refundable, and we do not provide refunds or credits for any partial subscription periods or used consultations.
- 17) Cancellation Policy — Please note that once you have booked an appointment it means that time has been reserved in the schedule exclusively for you. If you cancel your appointment less than 24 hours before it is scheduled to take place, you will forfeit the full value of the call. To avoid a cancellation fee, please provide cancellation notice at least 48 hours prior to your appointment. You can cancel or reschedule an appointment by emailing: [Mike@mikefave.com](mailto:Mike@mikefave.com).
- 18) Privacy Policy — MikeFaveConsulting LLC, ("we," "our," or "us") are committed to protecting the privacy and security of your Protected Health Information (PHI) in compliance with the Health Insurance Portability and Accountability Act (HIPAA) and other applicable laws. This Privacy Policy describes how we collect, use, disclose, and protect your PHI. By using our services, you agree to the terms of this Privacy Policy.
  - a. Information We Collect — We may collect and store the following types of PHI:
    - i. Name, address, date of birth, and contact information

- ii. Medical history, treatment records, and healthcare provider details
  - iii. Insurance information and billing details
  - iv. Any other health-related information provided by you or your healthcare provider
- b. How We Use Your Information — We use your PHI for the following purposes:
  - i. To provide and coordinate your healthcare services
  - ii. To process billing and insurance claims
  - iii. To communicate with you regarding your treatment, appointments, and healthcare options
  - iv. To comply with legal obligations and regulatory requirements
  - v. To protect our legal interests in the event of a dispute or claim
- a. Email Communication — We may use email to communicate with you regarding your healthcare, including appointment reminders, treatment information, or administrative matters. However, email communication carries certain risks, including unauthorized access and interception. By providing your email address, you acknowledge and agree to the following:
  - i. Emails may not be fully secure and confidential, and you assume the risk of such communications.
  - ii. We will use reasonable safeguards to protect email communications but are not responsible for unauthorized access due to factors beyond our control.
  - iii. You may request to receive communications via alternative methods (e.g., phone or secure portal), but we are not obligated to accommodate all such requests.
  - iv. You can withdraw consent for email communication at any time by contacting us at [Mike@mikefave.com](mailto:Mike@mikefave.com); however, withdrawal may affect our ability to provide certain services.
- a. How We Share Your Information — We may disclose your PHI in the following circumstances:
  - i. With healthcare providers for your treatment purposes
  - ii. With your insurance company for payment processing
  - iii. To comply with legal and regulatory requirements (e.g., subpoenas, law enforcement requests, government audits)
  - iv. With third-party service providers who help us operate our business (subject to confidentiality agreements)
  - v. To protect our business interests in the event of legal proceedings, disputes, fraud investigations, or contract enforcement
- a. Limitation of Liability — While we take reasonable steps to safeguard PHI, we cannot guarantee absolute security. By using our services, you agree that we are not liable for unauthorized access to your PHI resulting from causes beyond our control, including but not limited to cyberattacks, hacking, or inadvertent disclosure by third parties.
- a. Your Rights Under HIPAA, you have the following rights:
  - i. The right to access and obtain a copy of your PHI
  - ii. The right to request corrections to your PHI

- iii. The right to request restrictions on certain disclosures (subject to our discretion and legal obligations)
- iv. The right to request confidential communications
- a. Data Security Measures — We implement strict safeguards to protect your PHI, including encryption, multi-factor authentication, access controls, and secure data storage. However, we make no guarantees against unauthorized breaches and shall not be held responsible for external security incidents beyond our control.
- a. Changes to This Policy — We reserve the right to update this Privacy Policy at any time without prior notice. Changes will be effective upon posting to our website or other communication methods. Your continued use of our services constitutes acceptance & agreement to any and all revisions.
- a. Contact Information — If you have any questions about this Privacy Policy or your rights under HIPAA, please contact us at: [Mike@mikefave.com](mailto:Mike@mikefave.com)
- a. By using our services, you acknowledge that you have read, understood, and agreed to the terms of this Privacy Policy, including our limitations of liability and data security measures.

**By signing this document you acknowledge that you have read and fully understand this Acknowledgement and Release of Liability** set forth above, including the permission to secure medical treatment and the release of all claims, including claims for the negligence of the Released Parties.

You certify that you are 18 years old or older. You understand that your signed waiver will be retained in your client personnel file. This document is binding upon you and your heirs, children, wards, personal representatives and anyone else entitled to act on your behalf.

By signing the form below you accept all terms and conditions of working with Mike Fave/  
MikeFaveConsulting LLC:

Client's Signature \_\_\_\_\_ Date \_\_\_\_\_