MCISAAC HEALTH
KINESIOLOGISTS

MCISAAC HEALTH INC.

Exercise, Nutrition, and Lifestyle Coaching Services Agreement ("Agreement")

THIS AGREEMENT is made between:

McIsaac Health Inc.
26 Anglican Cemetery Road
P.O. Box 974
Portugal Cove St. Philips, NL
A1M 2H8
(the "Consultant")

AND:

_____ (NAME(s))

_____ (ADDRESS/PHONE/E-MAIL)

(individually or collectively if there is more than one referred to as the "Client")

1. Services

1.1 Subject to the terms and conditions of this Agreement, the Client hereby engages the Consultant as a consultant to provide customized, individual exercise, nutrition, and lifestyle coaching services ("Services"). A detailed description of the Services is contained in Schedule A.

1.2 The Services will be performed during sessions to take place at the Consultant's fitness studio, the Client's home, the Client's office or a local fitness facility ("Sessions").

1.3 In addition to the Services outlined in Schedule A, the Consultant also offers, for an additional cost, presentations, report writing and the sale of fitness, health, well-being and nutrition related products (the "Products").

1.4 The Client acknowledges and agrees that in order for the Consultant to carry out its obligations under this Agreement, the Client must complete the forms provided in Schedule B to this Agreement (the "Client Assessment"). The Client Assessment must be completed in advance of the first Session.

1.5 The Client represents and warrants that the information provided in the Client Assessment is truthful, complete and accurate.

1.6 The Client represents and warrants that the Client will immediately notify the Consultant if there is any material change in the health of the Client and/or any change to the information provided in the Client Assessment.

1.7 The Client consents to disclosure to any person or authority, including but not limited to health care professionals and insurers, of any and all personal health information provided by the Client, for the purpose of enabling the Consultant to effectively provide the Services.

1.8 If the Sessions are to take place in the Client's home, the Client agrees to notify the Consultant of any potential hazards in their home, including but not limited to: aggressive pets, smoking in the home, construction/renovations and/or any defect in the structure of the home.

1.9 The Consultant will assign a Kinesiologist to the Client. The Kinesiologist may change from time to time.

1.10 The Client shall not assign or transfer this Agreement.

2. Payment Terms and Cancellation

2.1 Upon the execution of this Agreement, the Client agrees to pay to the Consultant the fees described in Schedule A.

2.2 Payment is due immediately upon the execution of this Agreement. All sales are final. No refunds will be provided.

2.3 The Client must provide 24-hour notice in the event that they wish to reschedule a Session. Failure to provide such notice will result in the Client forfeiting that Session.

2.4 The Client must be on time for all scheduled Sessions. Scheduled Sessions will not be extended to account for late starts as a result of the Client's failure to be on time. No refunds will be provided in connection with a session that is shortened as a result of the Client's failure to be on time.

2.5 Sessions expire 12 months from the date of signing of this Agreement.

2.6 Unless this Agreement is renewed in accordance with the terms herein, the Agreement terminates 12 months from the date of signing of this Agreement.

2.7 The Consultant retains the right to terminate this Agreement for any reason at any time. Notwithstanding clause 2.2, in the event of such termination by the Consultant, the Client will receive a pro-rated refund. Such refund will be determined according to fees paid and the number of Sessions completed prior to termination.

2.8 The Client may purchase additional Sessions by renewing this Agreement ("Renewal"). The rates described in Schedule A are subject to change in the event of a Renewal. Such additional Sessions expire 12 months from the date of Renewal. All remaining terms and conditions of this Agreement continue in the event of a Renewal.

3. Liability, Release and Waiver

3.1 The Client acknowledges and agrees that physical exercise involves inherent risk of muscle soreness and/or injury. The Client voluntarily accepts and assumes these risks.

3.2 The Client acknowledges that some physical contact between the Kinesiologist and the Client will be necessary for effective provision of Services and consents to such reasonable contact during the provision of Services.

3.3 If the Client chooses to have a child or children present during a Session, responsibility for the safety of such child or children remains with the Client.

3.4 Except as expressly stated in this Agreement, the Consultant makes no conditions or warranties, either express or implied, with respect to the suitability of the Services and/or the Products provided for any particular purpose. There are no implied conditions, representations or warranties relating to the content of this Agreement other than those expressly contained or referenced in this Agreement. For greater certainty, the Consultant makes no conditions or warranties, either express or implied, with respect to the suitability of the Consultant's provision of nutritional services for the particular Client. The Consultant's nutritional services are not to be used as a substitute for professional advice, professional nutritional planning, or professional diagnosis or treatment.

3.5 In consideration of the Consultant providing Services and/or the Products to the Client, the Client for him/herself, the Client's heirs, executors, administrators and assigns, hereby forever and fully releases the Consultant, its servants, agents, employees and contractors, from any and all claims, actions or causes of action, costs, demands and expenses arising out of or in connection with any loss, injury, death, or damage to the Client's person or property incurred during a Session or during use of the Products, notwithstanding that any such loss, injury, death or damages may have arisen solely or partly by reason of negligence of the Consultant, its servants, agents or employees.

3.6 In consideration of the Consultant providing Services and/or Products to the Client, the Client agrees to indemnify and hold the Consultant, its servants, agents, employees or contractors harmless from any claims or demands which might be made against the Consultant arising out of or in consequence of the provision of Services and/or Products to the Client by the Consultant.

3.7

MCISAAC HEALTH INC.

Witness

Per: _____

Name:

Title:

I/We have the authority to bind the corporation

I DECLARE THAT I HAVE READ AND FULLY UNDERSTOOD THE FOREGOING AGREEMENT, INCLUDING THE RELEASE AND INDEMNITY CONTAINED IN CLAUSES 3.5 AND 3.6, BEFORE SIGNING BELOW:

_____	_____	_____
Customer Name (Please Print)	**Customer Signature**	**Date**
_____	_____	_____
Witness Name (Please Print)	**Witness Signature**	**Date**

I DECLARE THAT I HAVE READ AND FULLY UNDERSTOOD THE FOREGOING AGREEMENT, INCLUDING THE RELEASE AND INDEMNITY CONTAINED IN CLAUSES 3.5 AND 3.6, BEFORE SIGNING BELOW:

_____	_____	_____
Customer Name (Please Print)	**Customer Signature**	**Date**
_____	_____	_____
Witness Name (Please Print)	**Witness Signature**	**Date**

SCHEDULE A
DESCRIPTION OF SERVICES AND FEES

Sessions to be located at: _____ (address)

Initial Consultation – 1 hour sessions

Number of Sessions	**Cost (plus tax)**	**Client Selection ("X)**
1 Session	$102.50/hr	

Private (1 person) Rehabilitation/Personal Training– 1 hour sessions

Number of Sessions	**Cost (plus tax)**	**Client Selection ("X")**
1 Session	$102.50/Hr	
12 Sessions	$97.50/Hr = $1,170.00	
24 Sessions	$92.50/Hr = $2,220.00	

Semi-Private (2 people) Personal Training– 1 hour sessions

Number of Sessions	**Cost (plus tax)**	**Client selection ("X")**
1 Session	$77.50 per person	

Semi-Private (3 people) Personal Training– 1 hour sessions

Number of Sessions	**Cost (plus tax)**	**Client selection ("X")**
1 Session	$67.50 per person	

Semi-Private (4 people) Personal Training– 1 hour sessions

Number of Sessions	**Cost (plus tax)**	**Client selection ("X")**
1 Session	$57.50 per person	

Private (one person) Nutritional Coaching – 0.5 hour sessions

Number of Sessions	**Cost (plus tax)**	**Client selection ("X")**
1 Session (Private)	$60.00/0.5hr	

In-Home Service Fee for Rehabilitation/Nutritional Coaching/Personal Training Sessions

Number of Sessions	**Cost (plus tax)**	**Client selection ("X")**
1 Session (Private or Semi-Private)	$20.00/session/person	

PAYMENT OF _____ [FEE] + _____ [TAX] = _____ [TOTAL]
RECEIVED IN FULL ON _____ [DATE]