



## INFORMED CONSENT FOR HEALING SERVICES

This Informed Consent constitutes a legally binding agreement between you and Gentle Healing Today for energy healing services. By agreeing to this Informed Consent, you are consenting to healing services with Annette Roiko (the "Practitioner") under all of the terms and conditions outlined below.

This Informed Consent is intended to create clear boundaries and create a safe space for your healing journey, and it contains important information that affects your legal rights and obligations. Accordingly, please carefully read this Informed Consent in its entirety. Please feel free to ask the Practitioner any questions you may have about any of the terms and conditions contained below.

- 1) Services Provided. The Practitioner will work with you using Emotions Code, Body Code & Belief Code. These are alternative and complementary healing modalities intended to release trapped emotional energy in ways that promote harmony and balance within and promote physical and emotional wellbeing. If you are not comfortable with any specific modalities and do not want them used in sessions with you, please notify the Practitioner right away
- 2) Refund Policy. Any payments you make are refundable only to the extent the Practitioner unilaterally cancels or terminates services with you. In all other respects, your purchases are final and all payments, once made, are nonrefundable.
- 3) Scheduling Policy. You are responsible for scheduling sessions with your Practitioner using the scheduling method the Practitioner will provide to you. Should you need to cancel or reschedule a session, you must notify the Practitioner at least 24 hours in advance using any contact information provided to you. You understand that you may forfeit a session if you fail to appear without giving your Practitioner at least 24 hours' notice.
- 4) Service Limitations. The healing modalities used by your Practitioner are not intended, and should not be used, to diagnose, treat, or cure any medical or psychological ailment. Additionally, you understand that these modalities are not a substitute for medical, psychological, or therapeutic advice from a licensed health care professional. You understand and acknowledge that the Practitioner's statements and opinions are theirs alone and any information provided to you is for informational purposes only.
- 5) No Physician-Patient Relationship. Your participation in healing sessions with the Practitioner does not create a physician-patient or therapist-patient relationship. You are solely responsible for consulting with a licensed physician or mental health professional should you require physical or mental health care or should you desire to use, or stop using, any prescription medication. You also agree that you will not hold the Practitioner liable for any harm that may result from your failure to consult with a licensed physician or mental health professional or your failure to follow such professional's advice.
- 6) Personal Responsibility. You understand and agree that you are solely responsible for your own physical and mental health and all decisions in your healing journey come with a degree of uncertainty. Accordingly, you understand and agree to all of the following:
  - (a) You voluntarily assume any risks associated with healing sessions, whether or not you are aware of any specific risk.

- (b) Energy healing may lead to the processing of unpleasant or negative feelings and you may experience physical or emotional discomfort; you will plan accordingly before undergoing any healing session.
  - (c) Some energy healing modalities may involve the use of magnets; prior to any in-person session, you will inform the Practitioner if you have a pacemaker, hearing aid, or any other medical device that may be adversely affected by the use of magnets.
  - (d) Prior to any healing session, you will inform the Practitioner of any physical or mental health issue that may be affected by the healing process.
- 7) No Guarantee. Although your Practitioner believes in the effectiveness of energy healing, the truth is that everyone's healing journey is different and involves many factors outside of your Practitioner's control. Thus, your Practitioner does not make any promises or guarantees regarding:
- (a) The validity of the healing modalities used;
  - (b) Your ability to experience healing or recover from any problem; or
  - (c) Any outcome or results you may expect or hope for.
- Therefore, you agree that you will not hold the Practitioner liable for your failure to experience any specific outcome or result.
- 8) Privacy and Confidentiality Policies. Energy healing works best when you and the Practitioner can trust one another and be honest about your healing journey, and when your privacy and confidentiality are protected. Accordingly, you understand and agree to all of the following:
- (a) The Practitioner will take reasonable steps to ensure the privacy and confidentiality of all information you may provide. Except as provided in Paragraph 9, below, the Practitioner will not disclose your information to any third party without your expressed written consent.
  - (b) You are responsible for ensuring that you are in a safe and private location for any healing sessions held via telephone or videoconference. You understand that your Practitioner has the authority to end a session prematurely if they have reason to believe that you are not in a sufficiently safe or private location.
  - (c) If you desire to record any session conducted by phone or videoconference, you may do so after you notify the Practitioner of your intent to record. You are solely responsible for the storage and security of any such recordings.
- 9) Privacy and Confidentiality Limitations. There is no legally privileged relationship between yourself and the Practitioner. Therefore, you understand that the Practitioner may share your information or communications, with or without your consent, in the following circumstances:
- (a) When required to comply with a valid subpoena or order from law enforcement, a government agency, or a court of competent jurisdiction;
  - (b) When the Practitioner forms a reasonable suspicion that you may be engaged in child abuse, elder abuse, or human trafficking; or
  - (c) When the Practitioner forms a reasonable suspicion that you may be in imminent danger, or about to cause harm to yourself or others.
- 10) Electronic Communications. Please be aware that any communications via electronic means (such as text, email, messenger app, cell, landline, or videoconference) may not be secure and may be subject to interception by unwanted people or disclosure by third-party platforms. Thus, you will not hold the Practitioner liable for any breach of third-party platforms or software, or for any disclosure by third-party platforms that is outside the Practitioner's control. Please notify your Practitioner if there are one or more electronic means of communication that you prefer not to use.

- 11) Social Media Policy. You understand that Practitioner may be active on social media. If you decide to make a “friend” or similar connection with Practitioner on any social media platform, you do so with the understanding that your identity or contact information might be revealed through the settings that various social media platforms use to share posts and connect people. You acknowledge and voluntarily accept this risk, and you will not hold the Practitioner liable for any violations of your privacy that may occur through social media. You also understand that you are solely responsible for your own social media activity and the privacy settings associated with your own social media accounts.
- 12) Intellectual Property. The modalities used by your practitioner may be the intellectual property of third party entities, and the Practitioner uses those modalities with those entities’ permission. You agree that you will not attempt to use those modalities to help any other person with healing unless you first complete the appropriate certification process and obtain written permission. Additionally, this Informed Consent is proprietary and is specifically designed to protect you and the Practitioner in the context of the healing services you have purchased. This Informed Consent is not suitable for any other purpose and may cause legal harm if used in any other context. You may retain a copy of this Informed Consent for your own records. You will not copy, modify, use, give, or sell this Informed Consent for any other reason.
- 13) Liability Waiver. You agree that you will not hold the Practitioner liable for any injury, illness, damages, harm, or losses of any kind that you might incur as a direct or indirect result of you purchasing or participating in healing sessions. You further agree to indemnify and defend the Practitioner against any claims made by any person other than yourself for damages that you may cause as a direct or indirect result of you purchasing or participating in healing sessions. This waiver and indemnity extends to any business entity listed at the beginning of this document, along with that entity’s owners, officers, directors, employees, agents, successors, and assigns.
- 14) Liquidated Damages. You agree that, to the extent allowed by law, should you prevail in any action against the Practitioner or any business entity listed at the beginning of this document for any damages notwithstanding the liability waivers contained herein, then your sole remedy as compensation for such damages is a refund of any amount(s) paid for the healing sessions. Such a refund will be considered liquidated damages.
- 15) Dispute Resolution. Should any actual or perceived dispute arise from your purchase of, or participation in, any healing sessions, you and the Practitioner agree to the following procedures to resolve the dispute as follows:
  - (a) You and the Practitioner first will attempt to resolve the dispute through a personal conversation.
  - (b) If the dispute cannot be resolved by personal conversation between you and the Practitioner, then you and the Practitioner will engage in mediation with a qualified and mutually acceptable mediator.
  - (c) If the dispute cannot be resolved by personal conversation or mediation, then litigation will be a last resort only and the prevailing party in litigation will be entitled to reimbursement of all reasonable costs and fees.
- 16) Minors. If any minor is to participate in any healing session, that minor’s parent or legal guardian must agree to this Informed Consent. By agreeing to this Informed Consent, you represent that you are an adult and/or that you are the parent or legal guardian of the minor who will participate in a healing session. The Practitioner may terminate services without a refund if they have reason to believe a minor is participating in healing sessions without proper consent.

- 17) Failure to Enforce. Any failure by any party to enforce any provision in this Informed Consent will not be deemed a waiver of the right to enforce that provision.
- 18) Severability. Should any term of this Informed Consent be adjudicated invalid for any reason, it is the intent of all parties that all remaining terms shall, to the extent practicable, remain in effect. Further, the parties intend that, to the extent practicable, the terms of this Informed Consent should be interpreted so as to be valid and enforceable.
- 19) Choice of Law. This Informed Consent shall be interpreted under the laws of Minnesota without regard to conflict-of-law provisions. Any action against Practitioner must be brought in Wadena County, Minnesota.
- 20) Entire Agreement. This Informed Consent shall constitute the entire agreement between the parties. No amendment shall have effect unless made in writing and signed by both parties

Client/Parent/Guardian \_\_\_\_\_ Date: \_\_\_\_\_

Name of Child/Pet/Guardianship \_\_\_\_\_

Practitioner: Annette Roiko \_\_\_\_\_ Date: \_\_\_\_\_