Inner Growth Lab

Consent & Disclosure (under California B&P Code §2053.6)

 By signing this form below, I understand and acknowledge all of the following:

1. Required disclosures. Practitioner Dr. Carolina Osorio and Dr. Katia Stoletniy (“Providers”) are not acting in their licensed psychiatric capacity or in any other licensed capacity as providers of medical or psychological services. The services offered by Providers are alternative or complementary to healing arts services licensed by California. The services that Providers offer are not licensed by California.

Nature of Services: The nature of the services Providers will offer are as follows: health coaching. This involves guiding clients to make thoughtful, manageable lifestyle adjustments to improve overall well-being and vitality. In addition, Providers will be providing nutritional advice or giving advice concerning proper nutrition, which means the giving of information as to the use and role of food and food ingredients, including dietary supplements.

Theory: The theory upon which the services are based is as follows: health coaching involves attuning the client to their own health goals, metrics, and habits, so clients can release limiting beliefs, clarify their values, and achieve overall self-improvement.

Education, Training, Experience: Provider’s education, training, experience, and other qualifications are as follows: Both providers are licensed physicians who are board certified in psychiatry in the state of California. Katia Stoletniy graduated from medical school in Argentina at River Plate Adventist University. Carolina Osorio graduated from medical school in Colombia at Universidad Libre de Cali. Although Providers have this experience and education, they are not acting in their capacity as licensed Psychiatrists.

NOTICE

State law allows any person to provide nutritional advice or give advice concerning proper nutrition--which is the giving of advice as to the role of food and food ingredients, including dietary supplements.  This state law does NOT confer authority to practice medicine or to undertake the diagnosis, prevention, treatment, or cure of any disease, pain, deformity, injury, or physical or mental condition and specifically does not authorize any person other than one who is a licensed health practitioner to state that any product might cure any disease, disorder, or condition.

2. No Guarantee: I recognize that Providers cannot guarantee results or any specific outcomes from our work together. I am solely responsible for any action taken based on my interpretation of any information presented.

3. Right to discontinue services. I understand that Providers have the right to refuse to continue delivering services at any time for any reason whatsoever and will refund the client’s payment in full for the portion of unused services.

4. No Medical or Psychological services. I am not engaging Providers for any medical or psychological services. I understand that Providers do not diagnose, treat, or claim to cure any medical or psychological condition, and that Providers’ services are not designed to replace conventional treatment methods of medical or psychological conditions. I also understand that Providers do not offer therapy for emotional or mental disorders. I am responsible for my own health care decision-making by obtaining any necessary consultations with appropriately licensed health care professionals such as physicians and psychologists.

5. My Responsibility for My Self-Care. I understand that any inner-directed work or reflection can bring up distressing feelings, images, thoughts and behaviors. I agree to seek medical assistance or psychotherapy or any other appropriate physical or mental diagnosis and treatment from a practitioner duly licensed in my state (such as a licensed medical doctor or licensed psychologist) if I find that these distressing aspects create a danger for myself or for others.

6. No Hospitalization for Psychiatric Condition. I acknowledge that I have not been hospitalized for any psychiatric condition within the last ten (10) years, nor have charges been brought against me based on my behavior, or if so, I assume all risks associated with any service or product provided by Providers.

8. Assumption of Risk. I knowingly, voluntarily, and intelligently decide to receive the services described above, and I knowingly, voluntarily, and intelligently assume all risks involved in the same. As a result of my assumption of these risks, I agree to release, hold harmless, indemnify, and defend Providers and their agents from and against any and all claims which I (or my representatives) may have for any loss, damage, or injury arising out of or in connection with use of the services described above, or arising out of or in connection with referral to other practitioners or merchants for delivery of any services.

9. Limitation of Liability. Providers are not liable to me or any third party for any damages (including, without limitation, direct, indirect, incidental, special, consequential, exemplary, incidental, special, or punitive damages, personal injury/wrongful death, lost profits, good will, use data or other intangible losses (whether or not we have been advised of the possibility of such damages)) or damages arising from or relating to the Consent or this Agreement, even if advised of the possibility of such loss or damages, and whether under negligence or some other theory of liability. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, in such states, liability is limited to the fullest extent permitted by law. Notwithstanding the above, Providers’ sole liability for any reason to me, and my sole and exclusive remedy for any cause or claim whatsoever, shall be limited to the amount paid by me for services or other service provided by Providers, and, must be brought within one (1) year since the event giving rise to such action occurred. I understand and agree that my participation with respect to receiving services is predicated upon my waiver of any right to participate in a class action suit for any losses or damages resulting from the same.

10. Cancellation. I understand there is a 24-hour appointment cancellation policy and that if I miss my scheduled appointment or cancel within less than 24-hour notice, I am responsible for half the cost of the session.

11. Financial Responsibility. I understand that Providers do not accept insurance or negotiate with insurers, and that Providers’ services are likely not reimbursed by any insurer. I am financially responsible for my session and agree to pay the charges incurred. Providers do not accept partial payment or waive payment.

12. Arbitration. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Riverside, California, before one (1) arbitrator. The arbitration shall be administered by AHLA Alternative Dispute Resolution Service Rules of Procedure for Arbitration. Judgment on the award may be entered in any court having jurisdiction. This provision shall not preclude either party from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator may, in the award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator. Each party has read and understood this Section (*Arbitration*) and understands that it thereby agrees to submit any claims arising out of this Agreement to binding arbitration, and that this dispute resolution provision constitutes a waiver of the Party’s right to a jury trial. HOWEVER, prior to either party initiating Arbitration of any dispute, the parties agree to attempt mediation of the dispute with a mutually agreeable trained mediator. “Trained mediator” means a professional with actual training and experience in the field of Mediation and/or dispute resolution. EACH PARTY HAS READ AND UNDERSTANDS THIS SECTION and UNDERSTANDS THAT BY SIGNING THIS AGREEMENT, THE PARTY AGREES TO SUBMIT ANY CLAIMS ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, OR THE INTERPRETATION, VALIDITY, CONSTRUCTION, PERFORMANCE, BREACH, OR TERMINATION THEREOF TO MEDIATION AND ARBITRATION, AND THAT THE DISPUTE RESOLUTION PROVISIONS SET FORTH IN THIS SECTION CONSTITUTE A WAIVER OF THE PARTY’S RIGHT TO A JURY TRIAL.

13. Fee. The fee for a one-hour session with Providers is $500, payable in advance of the session. There are no refunds.

**I have carefully read this form and acknowledge that I understand it. I also acknowledge that I have been provided with a copy of this form. No representations or statements, oral or written, have been made to me, apart from those described in this form**. This form will be interpreted under California law, and California will be the forum for any claims filed under or incident to this form. If any portion of this form is held invalid, the rest of the document will continue in full force and effect.

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| Signature and Date |  |
| Name of Client (PRINT) |  |
| Name and capacity to sign if other than client (i.e., parent or legal guardian) |  |
| Address |  |
| Home phone |  |
| Cell phone  |  |
| Email |  |
| Client’s Occupation |  |
| Referred By |  |