



Zoe Messinger  
Personal Coaching  
Parental Support  
Family Designer Guidance

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East Hampton, NY.

## COACHING DISCLAIMER WAIVER

All coaching services and communication email or otherwise, delivered by **Zoe Messinger - Personal Coaching, Parental Support & Family Guidance** - as well as information from this website (<https://www.zoe-messinger.com/>), are meant to help the client identify the areas in their life and in their thinking that may be standing in their way.

However, **coaching is not professional mental health care or medical care, and as such, needs to be understood, accepted, and signed into agreement by the client.** If the client feels psychologically stressed to the point that it is interfering with their ability to function, they will need to seek the help they need in the form of a professional counsellor. The client understands that Zoe Messinger, as service provider in the capacity of a Personal Life Coach, is free of all responsibility and liability should the client encounter challenges, harm, distress, injury, financial or human loss, and all other potentially conflicting areas in their life. Zoe Messinger is free of personal and professional liability as a result of her **fully insured position** as a Personal Life Coach, which in New York and all other States in the United States of America, requires no certification. By purchasing coaching services, the client confirms that they have read and agreed to each statement, and that they wish to proceed:

- The client understands that the coaching services they will be receiving from Zoe Messinger are not offered as a substitute for professional mental health care or medical care broadly and are not intended to diagnose, treat or cure any mental health or medical conditions. The client also understands that Zoe Messinger is **not acting as a mental health counsellor or a medical professional.**
- The client understands that coaching is, at present, an unregulated industry and that Zoe Messinger is not licensed by any internationally recognized regulator. **While recognized as a certified Therapist in France, the client understands that she is not acting in the role of a therapist anywhere in the United States of America,** as well as any other country with whom she may have clients. The client also understands that for all legal purposes, the services provided by Zoe Messinger will be considered to be provided from any remote location worldwide or otherwise in the United States of America, via online formats or in person at a mutually agreed upon location. The client understands at no point may they go to Zoe Messinger's house, even if it's listed as her residence and place of business.
- The client understands and agrees that they are fully responsible for their well-being during the coaching sessions, and subsequently, including the choices and decisions taken during these sessions.
- The client understands that coaching is not a substitute for counselling, psychotherapy, psychoanalysis, mental health care or substance abuse treatment, and therefore will not use it in place of any form of therapy.

- The client understands that all comments and ideas offered by Zoe Messinger are solely for the purpose of aiding the client in achieving their defined goals. However, Zoe Messinger is not suggesting in any possible way that she is providing medical care, or offering a cure to the client's problems. The client has the ability to give their informed consent, and hereby give such consent to Zoe Messinger to assist them in achieving such goals and aims.
- The client understands that to the extent our work together involves career or business, Zoe Messinger is not promising outcomes included but not limited to increased clientele, profitability and or business success.
- The client understands that **Zoe Messinger will protect their information as confidential** unless the client states otherwise in writing. If the client reports child, elder abuse or neglect, or threaten to harm themselves or someone else, the client understands that necessary actions will be taken and the confidentiality agreement becomes limited in this capacity. If Zoe Messinger is ordered by a court to provide information or to testify, she will do so to the extent that the law requires.
- The client understands that the use of technology is not always secure and they accept the risks of confidentiality in the use of email, text, phone, Zoom calls and any other technology.
- The client hereby releases, waives, acquits and forever **discharges Zoe Messinger, any agents, successors, assigns, personal representatives, executors, heirs and employees from every claim, suit action, demand or right to compensation** for damages the client may claim to have or that may have arisen out of acts or omissions by the client or Zoe Messinger as a result of the advice given in sessions, or otherwise resulting from the coaching relationship considered by this agreement.

The client further declares and represents that no promise, inducement or agreement not expressed in this agreement has been made to the client to sign this agreement. This agreement shall bind the client's heirs, executors, personal representatives, successors, assigns, and agents.

Our signatures below indicate full understanding and consent of the entirety of the agreement and acknowledge the free will exercised by the client to partake in such a client/coach professional relationship.

*Client* \_\_\_\_\_ *Life Coach* \_\_\_\_\_

*Date* \_\_\_\_\_ *Date* \_\_\_\_\_

## SERVICES

The services to be provided by Zoe Messinger to the client are face-to-face, telephone or online coaching sessions, as agreed jointly with the client. Coaching may address specific personal life struggles, business issues, or general conditions in the client's life or profession. Other coaching services include values, thought storming, identifying action plans, examining modes of operation in life, asking clarifying questions, and making empowering requests or suggestions for action. Additionally, the client may be asked to reflect on difficult topics or situations which may result in an expression of emotions.

Throughout the working relationship, Zoe Messinger will engage in direct and personal conversations. The client understands that successful coaching requires a co-active collaborative approach between client and coach. In the coaching relationship, the coach plays the role of a facilitator of change, but it is the client's responsibility to enact or bring about the change by their own action. If the client believes the coaching is not working as desired, the client will communicate this with their coach as soon as possible and the coaching strategy will be restructured to address the client's desired outcome of coaching. The client understands that not all coaching methods and mediums work for all clients and a course of trials may be required in order to find the best solutions. **The client is very much encouraged to talk more with the coach as to receive a better understanding of what coaching is about and how to get the most out of it.**

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<i>Client</i> _____	<i>Life Coach</i> _____
<i>Date</i> _____	<i>Date</i> _____

#### PRIOR HISTORY

The client also agrees to disclose details of the past or present psychological or psychiatric treatment, should they deem it necessary or relevant. **Coaching and counselling are not the same**, and as such, Zoe Messinger will not insist, demand, suggest or pressure you into disclosing any information you aren't willing and able to disclose on your own, consciously and consensually. Likewise, therapy and other modes of professional or medical psychological examination shall not be considered equivalent to coaching.

Zoe Messinger is not a registered psychologist or psychiatrist, nor a licensed therapist in any capacity outside of the country where she obtained a therapist degree, France, which is not applied to her work as a life coach. **Zoe Messinger does not engage in therapy with her coaching clients.** In entering into the coaching relationship, and signing this agreement, the client is agreeing that if any mental and/or bodily health difficulties arise during the course of the coaching relationship, the client will notify Zoe Messinger immediately so that both can discuss an appropriate referral plan of action. **At no point will Zoe Messinger be held responsible for what happens to the client on a personal level during or after her services.**

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<i>Client</i> _____	<i>Life Coach</i> _____
<i>Date</i> _____	<i>Date</i> _____

## CONFIDENTIALITY

All information about the coach and client relationship will **remain strictly confidential** except in very rare circumstances where decreed by law; i.e. where the court might issue an information request- subpoena for the file or information. If the client wishes for their coach to speak to someone outside their interactions, they would need to give their coach written permission (original signed letter or email) to do so. **Exceptions to confidentiality of course relate to circumstances such as intent to seriously harm someone, child abuse, thoughts of suicide etc.** Otherwise, all remaining information is kept strictly confidential. It is also important to note that in some situations, it is important to be aware of the use of technology in that for some clients, there is a risk in using certain media such as the internet and mobile phones. If you use these to communicate with your coach, then it will be assumed that it is appropriate to continue to do so in interactions between service provider and client.

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<i>Client</i> _____	<i>Life Coach</i> _____
<i>Date</i> _____	<i>Date</i> _____

## TERMINATION

**The client has the option to terminate the coaching agreement at any time so long any remaining balance is paid in a timely manner.** Any money owed to the service provider must be paid within 30 days of last day of service, or the coach reserves the right in accordance with New York State Law, to begin charging 3% interest. The client and coach relationship depends entirely on the client, and sessions between client and coach are scheduled in accordance to the client's needs.

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<i>Client</i> _____	<i>Life Coach</i> _____
<i>Date</i> _____	<i>Date</i> _____

## RELEASE OF LIABILITY

Life Coaching is a service that provides personal coaching to specific individuals or groups. **The client is aware that coaching is in no way to be construed or substituted as psychological counselling or any other type of therapy or medical advice.** Zoe Messinger will at all times exercise her best professional efforts, skills and care to ensure her client is coached to meet their life coaching aims and goals. The client understands and acknowledges **Zoe Messinger will not be liable legally or otherwise, for the actions the client may or may not undertake as a result of the life coaching sessions.** No assumption of responsibility is made, or given, and the client requesting such advice agrees not to hold Zoe Messinger responsible or liable in any form or fashion, for such actions taken of their own accord. The method and process by which this advice and direction is given whatsoever, written or verbal, constitutes an agreement or liability on the part of the provider and is acknowledged to be different in many ways than clinical and medical counselling.

The client agrees that using any of these coaching services are entirely at their own risk. Life coaching services are provided "as is", without warranty of any kind, either expressed or implied, including without limitation of any warranty for information services, coaching, uninterrupted access, or products and services provided through or in connection with the service. This service is requested at the client's own choice and with inherent singular responsibility. Any actions or lack of actions, taken by the client of such advice is done so solely by choice and responsibility of the client and is neither the responsibility nor liability of Zoe Messinger. The client takes full responsibility in the decisions they make during and after being coached as well as the consequences. **The client enters into coaching with full understanding that they are responsible for creating their own results.** Periodically, Zoe Messinger may provide links to other web sites or written print material which may or may not be of value, interest and convenience to you. This does not constitute endorsement of material at those sites or any associated organization product of service. It is the responsibility of the user to make their own informed decision about the accuracy of the information at those sites and print material including their privacy policies. In no event shall Zoe Messinger be liable for any incident or consequential damages resulting from use of the material and any relationship established between client and coach.

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*Client* \_\_\_\_\_

*Life Coach* \_\_\_\_\_

*Date* \_\_\_\_\_

*Date* \_\_\_\_\_

Thank you for your trust.

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