



Irene Gardner, MS, RD, CSSD

## Release of liability for receipt of nutrition information and waiver of claims arising from receipt of nutrition information

Use of the nutrition information provided by Irene Gardner, MS, RD, CSSD constitutes voluntary and complete acceptance of the terms of this Release and Waiver.

The nutrition information provided by Irene Gardner is designed for and solely intended to be suggestions, which may voluntarily be implemented into the diet of the person whose signature appears below (herein after referred to as “the user”). It is the sole responsibility of the user to provide complete and accurate information. Any misinformation or omitted information may affect the nutritional assessment/advice. Any misrepresented information is solely the users’ responsibility and Irene Gardner will not be liable.

The user recognizes that specific foods may create allergic and possible fatal reactions. The user has specified any food allergies/sensitivities they are aware of prior to the initial consultation. They are aware that specific foods may interact with certain medications. The user has discussed the side effects of all their medications with their doctor or pharmacist. The user understands the wellness information they receive will not take their medications into consideration unless they provide a list of their medications on or before the initial consultation.

Irene Gardner is a Registered Dietitian, in the state of California. Irene Gardner urges each person using this nutrition information to consult with a physician during implementation of the nutrition suggestions into their diet. By implementing the nutrition suggestions provided by Irene Gardner, the user is affirming to Irene Gardner, that he or she will consult with a medical doctor during implementation of the nutrition suggestions.

Any nutrition information provided is not intended to diagnose, treat, cure, or prevent any type of medical disease or medical condition. If the user needs specialized medical treatment they should consult with their medical doctor. Irene Gardner, provides nutrition consulting and recommendations only and is not licensed to diagnose a medical condition or illness. The user must consult a physician for any medical advice.

The user acknowledges and agrees that no warranties or representations have been made to the user regarding the results they will achieve from nutrition advice given by Irene Gardner. The user understands that results are individual and may vary.

The user on behalf of his/her respective family, representative, heirs, and assignees, hereby fully and forever waives and discharges any claims, demands, injuries, damages, or actions arising from the use of nutrition information provided by Irene Gardner and releases Irene Gardner and their landlord, directors, officers, employees, independent contractors, agents, attorneys, advisors, successors, and assignees, (collectively, the “Released Parties”) from any and all liability arising out of or in connection with the use of any nutrition information provided by Irene Gardner.

The user covenants that neither she/he, nor any of her/his Representatives, will sue or otherwise institute or participate or voluntarily assist in the prosecution of any legal or administrative proceedings against Irene Gardner or any of the other Released Parties, with respect to any matter of any kind (including any Claim) arising out of or in connection with the use of nutrition information provided by Irene Gardner.

The person whose signature appears on the “Final Service Agreement” hereby acknowledges that if any provision or clause of the Release and Waiver is deemed invalid by a competent court of law such determination shall not affect the legitimacy and effect of the remaining provisions and clauses of this Release and Waiver.

**Please sign the “Final Service Agreement” signature page indicating your agreement to Irene Gardner’s Release of Liability and Waiver**