



RESTART® Participant Agreement Form

Dated: _____

Between _____ herein referred to as “the instructor” and
(Instructor Name & Class Location)

_____ herein referred to as “the participant”
(Participant Name & Address)

WHEREAS the instructor is engaged in the business of The RESTART® Program for the purpose of improving nutritional habits in order to improve health and WHEREAS, the participant is desirous of attending weekly meetings with the instructor in order to obtain said RESTART® Program for the participant.

NOW, THEREFORE, in consideration for the foregoing premises and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and between the parties as follows:

1. The participant hereby engages the instructor for The RESTART® Program on the terms and conditions hereinafter set forth.
2. The participant will go to the class location set by the instructor for weekly meetings.
3. The participant agrees to attend weekly meetings with other group members for 5 consecutive weeks beginning on:

_____ and ending on _____.
(date of first meeting) (date of last meeting)

In the event that a meeting is cancelled due to unforeseen circumstances, that week’s meeting will be made up at the instructor’s discretion. The participant will be notified via email if a meeting is cancelled. If the participant is unable to attend a meeting, the participant shall ask the instructor for the materials.

4. The participant shall pay the instructor on the execution of the Agreement the sum of \$_____ to be paid in full. Said sum shall be earned by the instructor upon payment unless the instructor fails or refuses to complete the required appointments with the participant, in which event, there shall be a pro-rata refund.
5. The instructor assumes no responsibility or liability for personal injuries/problems incurred by the participant either during the meetings or while executing their nutritional program.
6. The participant hereby, on behalf of the participant, his or her family, heirs, assigns, successors, and legal representatives, expressly releases and discharges the owner/creator, its agents, employees, successors and assigns, and instructor of this program from the liability in connection with The RESTART® Program or from any cause whatsoever, including negligence, and the participant expressly assumes any and all risk in connection with The RESTART® Program.
7. It shall be the participant’s responsibility to consult with his or her physician as to the appropriateness of The RESTART® Program being undertaken by the participant.
8. The Agreement constitutes the entire agreement between the parties and this Agreement may not be terminated or modified except in writing.
9. This Agreement shall be interpreted by, construed according to and enforced according to the laws of the State of _____.
10. This Agreement shall be binding upon the parties hereto and their respective successors, heirs, and assigns.

IN WITNESS WHEREOF, the parties have assigned this Agreement as of the date written above.

INSTRUCTOR SIGNATURE:

PARTICIPANT SIGNATURE:
