D. Roby Nutrition
Nutrition & Lifestyle Coaching

Coaching Agreement & Liability Waiver

D. Roby Nutrition · Deriontе Roby, NASM Certified Nutrition Coach (NASM-CNC)

By paying for coaching, completing the Client Intake & Assessment, checking the agreement box, or signing below, you ("Client") enter this agreement with D. Roby Nutrition ("Coach").

1. Scope of services

Coach provides nutrition coaching as a NASM Certified Nutrition Coach (NASM-CNC). This is coaching and education — not medical care. Coach is not a physician, registered dietitian, nurse practitioner, or other licensed medical provider in the role of treating disease. Services do not include medical diagnosis, treatment, prescriptions, lab ordering, or therapy for eating disorders or other medical conditions.

2. Medical clearance

Client agrees to consult a licensed physician before starting any nutrition or lifestyle program, especially if Client has medical conditions, takes medications, is pregnant or nursing, or has a history of disordered eating. Client is responsible for disclosing relevant health information accurately and completely, and for following medical advice from Client's own providers. Coach may pause or decline coaching if continuing appears unsafe.

3. Assumption of risk

Client understands that changing diet, supplements (if any are discussed in general terms), and lifestyle habits involves inherent risks, including but not limited to temporary fatigue, digestive changes, mood changes, or unexpected reactions. Client voluntarily assumes those risks and participates of Client's own free will.

4. RELEASE AND WAIVER OF LIABILITY — INCLUDING NEGLIGENCE

IMPORTANT — PLEASE READ. Client understands and agrees that this is a release of liability. To the fullest extent allowed by law, Client releases, waives, and forever discharges D. Roby Nutrition, Deriontе Roby, and their agents, contractors, and affiliates from any and all claims, damages, losses, costs, or expenses arising out of or related to participation in coaching — including claims arising from D. Roby Nutrition's own negligence. This release does NOT cover gross negligence or intentional misconduct, and it does not waive any liability that Missouri law says cannot be waived.

5. No guarantee of results

Results vary from person to person. Coach does not guarantee specific outcomes such as weight change, body composition, athletic performance, lab markers, or any particular health result. Progress depends on Client's effort, consistency, honesty in check-ins, genetics, environment, and other factors outside Coach's control.

6. Client responsibilities

Client agrees to: (a) provide accurate intake and ongoing information; (b) complete check-ins and the food journal in good faith; (c) communicate concerns, injuries, or medical changes promptly; and (d) follow the agreed plan or discuss adjustments with Coach before major changes.

7. Payment, commitment, and hardship policy

Fees are due as selected at checkout: One Month Nutrition Kickstart ($200 one-time, no commitment); Three Month Nutrition Transformation ($180/month or $540 pay-in-full); Semi-Annual Nutrition Mastery ($165/month or $990 pay-in-full); Annual Elite Nutrition Blueprint ($150/month or $1,800 pay-in-full). Monthly 3-, 6-, and 12-month plans commit Client to the full term. Canceling early does not cancel remaining payments.

7a. Hardship policy

If Client faces a genuine hardship (job loss, a medical issue, or a family emergency), Client may request in writing a pause of up to 30 days or an early cancellation with no remaining balance. Requests are reviewed and approved at D. Roby Nutrition's discretion.

8. Refunds

No refunds for the One Month Kickstart or for months already completed or substantially used. Refunds on pay-in-full purchases, if any, are only at D. Roby Nutrition's discretion.

9. Confidentiality and privacy

Coach will treat Client information as confidential and will not share it publicly without permission, except as required by law, court order, or to protect someone's safety. Client understands that email, messaging apps, and online forms have inherent privacy limits.

10. Communication and availability

Coaching is primarily asynchronous (check-ins, messages, and planned feedback). Response times may vary based on Coach's schedule. Coaching is not emergency, crisis, or urgent medical care. For a medical emergency, contact local emergency services or a physician.

11. Photo / testimonial consent (separate opt-in)

Coach will not use Client's name, photos, measurements, or testimonials in marketing unless Client gives a separate, clear opt-in. Declining photo/testimonial use does not affect coaching services or pricing.

12. Severability

If any provision of this agreement is found unenforceable, the remaining provisions continue in full force and effect.

13. Governing law

This agreement is governed by the laws of the State of Missouri, without regard to conflict-of-law rules. Venue for disputes shall be in courts located in that state, unless applicable law requires otherwise.

14. Entire agreement & electronic acceptance

This document (together with the plan selected at checkout and any written hardship approval) is the entire agreement on these topics. Checking the agreement box on the intake form, completing payment, or signing below constitutes electronic acceptance equal to a handwritten signature.

15. Clients under 18

Clients under 18 are accepted only with a parent or guardian's sign-off. If the Client is under 18, a parent or guardian must read this Coaching Agreement & Liability Waiver and sign below. By signing, the parent or guardian agrees to these terms on the Client's behalf, consents to the Client receiving nutrition coaching from D. Roby Nutrition, and agrees to be the point of contact for questions about the Client's participation.

Signature block

Client full legal name: _____

Email: _____

Date: _____

☐ I have read and agree to the D. Roby Nutrition Coaching Agreement & Liability Waiver. I understand this is nutrition coaching and not medical advice, and I have consulted or will consult my doctor before starting.

Electronic / typed signature: _____

Parent or guardian signature (only if Client is under 18)

Parent or guardian full legal name: _____

Relationship to Client: _____

Electronic / typed signature: _____

Date: _____

☐ I am the parent or legal guardian of the Client named above. I have read and agree to this Coaching Agreement & Liability Waiver, and I consent to the Client receiving nutrition coaching from D. Roby Nutrition.

D. Roby Nutrition is my personal business and is not affiliated with or endorsed by the U.S. Army or the Department of Defense.

Contact: derionteroby30@gmail.com