

Diamond Balcony LLC
Coaching Agreement and Waiver
This is a legal document.

Governing Law: State of Colorado, Boulder County

By clicking “I agree to the waiver” at checkout, you (Client) acknowledge that this electronic consent serves as your legal signature and that you voluntarily agree to all of the following terms.

Summary of Terms

This summary is written in the first-person where “I” is the client.

1. Nature of Services

I understand that the services provided by **Diamond Balcony / Heather McGarry** may include:

- Mindset coaching
- Life coaching
- Neuro-Linguistic Programming (including MER)
- Hypnotherapy and non-therapeutic age regression
- Intuitive coaching
- Energy work

I understand these services are **supportive and educational in nature**, designed to facilitate personal insight, mindset shifts, relaxation, and self-development.

2. Not Therapy, Not Medical, Not Legal, Not Financial Advice

I acknowledge and agree that:

- These services are **not** psychotherapy, counseling, psychiatry, or any form of mental health treatment.
- These services are **not** medical treatment and will not diagnose, treat, or cure any physical or mental illness.
- The Practitioner is **not** acting as a licensed physician, psychologist, counselor, or medical professional.
- Any relationship the client has with a licensed physician, psychologist, counselor, or medical professional takes precedence over the Coach-Client relationship.
- The Practitioner does **not** provide legal, financial, or tax advice.

I accept full responsibility for consulting licensed professionals for any medical, psychological, legal, or financial concerns.

3. Hypnotherapy & Age Regression — Special Consent

I understand that:

- Hypnotherapy is a guided, relaxed state intended for personal exploration and behavior change.
- Age regression used in this practice is **non-therapeutic**, non-clinical, and intended solely for insight, relaxation, and perspective shifts.
- Memories or impressions that arise during hypnosis or age regression may be symbolic, distorted, incomplete, or inaccurate.
- The Practitioner makes **no claim** regarding the factual accuracy of any recalled memories.

I take full responsibility for how I interpret, understand, and use any information that emerges during these sessions.

4. NLP, MER®, Energy Work, & Intuitive Work Disclaimer

I understand that:

- NLP (Neuro Linguistic Programming) and MER® (Mental and Emotional Release) techniques support mindset and emotional processing, but results vary from person to person.
 - Energy work, intuitive guidance, and any energetic or spiritual perspectives are **complementary**, not substitutes for professional treatment.
 - These modalities are subjective experiences, and the Practitioner does not guarantee any specific outcome, change, healing, or transformation.
 - MER® and ‘Mental and Emotional Release’ is a registered trademark of the Association for Integrative Psychology.
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5. Personal Responsibility

I acknowledge that I am fully responsible for my physical, emotional, and mental well-being during and after sessions or course participation.

I agree that:

- I choose to participate voluntarily.
 - I am responsible for my own decisions, behaviors, interpretations, and results.
 - If I am under the care of a mental health or medical provider, I will consult them before participating if needed.
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6. Assumption of Risk

I understand the nature of coaching, hypnosis, emotional work, and mindset exploration may involve:

- Emotional discomfort
- Temporary mental stress
- Surfacing of past memories or beliefs
- Shifts in perspective

I voluntarily assume all risks associated with participating in these services.

7. No Guarantees

I understand that:

- The Practitioner will practice in good faith to benefit the client, however, the Practitioner does not guarantee results, outcomes, or specific changes.
 - My results depend on many factors including my commitment, readiness, personal history, and participation.
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8. Release of Liability

To the fullest extent allowed by Colorado law:

I release, indemnify, and hold harmless **Diamond Balcony, LLC / Heather McGarry**, including any employees, contractors, or affiliates, from any and all claims, liabilities, losses, damages, or demands arising from my participation in coaching, courses, hypnotherapy, NLP, intuitive work, or energy work.

This includes but is not limited to:

- Emotional responses
- Mental, physical, or spiritual experiences
- Decisions made as a result of sessions or courses

- Interpretations of information, insight, or intuitive content
- Any perceived or actual effects of energy work or hypnosis

I understand that this waiver applies to **all services**, including 1:1 sessions, group programs, workshops, online courses, and digital products.

9. Intellectual Property

All course materials, tools, videos, meditations, scripts, and coaching content are the exclusive property of Diamond Balcony and may not be shared, reproduced, or distributed without written permission. Use of Practitioner’s likeness, voice, etc. is likewise prohibited.

10. Refunds & Cancellations

Refund and cancellation policies will be clearly stated on the sales page or checkout form for each product or service. I agree to review and accept those policies before purchase.

11. Governing Law

This agreement is governed by and interpreted under the laws of the **State of Colorado**.

Any disputes shall be resolved exclusively in Colorado courts or through mutually agreed-upon mediation/arbitration within the state.

12. Electronic Signature & Consent

By clicking “I agree to the waiver” at checkout, I am providing my **valid and legally binding electronic signature**, indicating:

- I have read and understand this waiver.
- I agree to all terms voluntarily.
- I am at least 18 years of age.

This electronic acceptance carries the same legal weight as a handwritten signature

13. Intuitive Pet Services

Animal intuitive and energy-based services are spiritual, educational, and coaching-oriented in nature and are not veterinary care, medical treatment, or behavioral therapy. Client accepts full responsibility for the care and supervision of their animal(s) and releases Diamond Balcony LLC and Heather McGarry from liability related to an animal's behavior, condition, health changes etc. before, during, or after services.

End of Summary

By entering into services provided by Diamond Balcony LLC (Diamond Balcony), I affirm that I have read, understand and agree to the contents of this document in its entirety. All Diamond Balcony services, products, events, courses and interactions are subject to this waiver.

This Agreement is entered into by and between:

Diamond Balcony, LLC, Heather McGarry (Practitioner and/or Coach), and the individual/s signing this agreement (Client).

This coaching agreement is valid as of the payment date for any course or session (even if the amount due is \$0.00), or the first date of coaching or materials (including but not limited to: email, phone, in-person, online, recorded material, electronic files).

1) Coach-Client Relationship

A. Coach agrees to provide coaching, which includes insight, suggestions, perspective and guidance to improve Client's mindset. Coaching is provided responsibly and in good faith, to the best of Coach's ability, to assist Client in clearing the path to their goals. Coach is NOT a therapist or mental health or medical professional.

B. Client is solely responsible for monitoring and maintaining their own physical, mental and emotional well-being, for making decisions, choices, and actions arising out of or resulting from the coaching relationship, courses, classes, calls, materials and and interactions with the Coach. As such, the Client agrees that the Coach is not and will not be liable or responsible for any actions or inaction, or for any direct or indirect result of any services provided by the Coach. Client understands that coaching is not therapy and does not substitute for therapy if needed, and does not prevent, cure, or treat any disorder or medical disease.

C. Client acknowledges that they may terminate or discontinue the coaching relationship at any time.

D. Client acknowledges that coaching is a comprehensive process that may involve different areas of their life, including work, finances, health, relationships, education and recreation. The Client agrees that deciding how to handle these issues, incorporating coaching principles into those areas, and implementing choices is exclusively the Client's responsibility.

E. Client acknowledges that coaching does not involve the diagnosis or treatment of mental disorders as defined by the American Psychiatric Association and that coaching is not to be used as a substitute for counseling, psychotherapy, psychoanalysis, mental health care, substance abuse

treatment, or other professional advice by legal, medical or other qualified professionals and that it is the Client's exclusive responsibility to seek such independent professional guidance as needed.

If Client is currently under the care of a mental health professional/s the Client will inform those care providers of the nature and extent of the coaching prior to beginning.

Any relationship Client has with a licensed professional such as a doctor, medical professional, therapist, psychologist, psychiatrist etc. supercedes and takes precedence over the relationship with Coach.

F. Client understands that to get the most out of coaching process, they must communicate honestly, be open to feedback and participate.

A coach cannot 'fix' a client. Coaches guide clients in making their own conscious changes, which illuminates a clearer path to their success.

There are Four Requisites for Lasting Change.

1. Release old beliefs, emotions, patterns (Coaching sessions and courses)
2. Create an Inspiring Future (Envision your achievement.)
3. Take Action toward your Goals. (Take the steps, do the things.)
4. Maintain a positive disposition. (Believe it's happening, always.)

G. Client acknowledges that their mindset may have layers, and/or interlocking patterns to address over time.

H. Client acknowledges that they will need to take action in their own lives, as they see fit, to reach their goals, even after completing coursework and/or sessions with Coach.

I. Mindset Coaching may not be the only tool that is needed for Client to reach their goals. No guarantees are made, express or implied.

2) Services:

The parties agree to engage in Coach's Program/s, Course/s, or Session/s which may include personal/private sessions, pre-recorded or live audio or video or other methods of documentation or presentation, via internet, telephone, or in-person. The methods, materials and services included are as sold and described at Coach's website, diamondbalcony.com. Materials may be added or updated at the discretion of the Coach. Coach may be available to Client by e-mail for clarification or questions, or by live chat during a webinar. Coach may also be available for additional time in the form of a Private Session, per Client's request, for a fee. Coach does not guarantee availability or a particular response time.

Any course/class schedule, materials posting dates, and fees are as indicated on the Coach's website. Fees must be paid in advance. Reasonable effort will be made to maintain the originally-published schedule, however, schedules are subject to change.

3) Payment:

All services are pre-paid in United States Dollars (USD).

4) Refunds:

Refunds are not given. Private Sessions, including those that were included as part of an online course or package are not eligible for refund, whether or not they were used. Please ensure that you are a good match for Coach's work before purchasing.

5) Cancellation Policy for Private Sessions:

It is the Client's responsibility to notify the Coach of a cancellation 48 hours in advance of a scheduled calls/sessions, and to provide any changes in contact information. In the event that an emergency or extenuated circumstances caused the missed session, Coach will attempt in good faith to reschedule one missed session. Additional cancellations will result in forfeit of the session price. Further details may be found at diamondbalcony.com

Coach reserves the right to reschedule sessions if Coach experiences an emergency, illness or other qualifying event.

6) Services and Data Procedure:

For certain courses, downloads and session bookings, Client may need to create a Member Account on a course-hosting website for access to course materials.

Client must be at least 18 years of age or have a parent or legal guardian sign the waiver on their behalf.

Private sessions happen on Zoom or similar audio/video platform. If telephone is necessary, Coach will initiate the call at the number Client has specified. If the Client will be at any other number for a scheduled call, Client must notify Coach prior to the scheduled appointment time.

It is Client's responsibility to have an adequate internet or phone connection, device (phone/tablet/smartphone/laptop/desktop computer), and data storage method to receive/participate in Coach's materials, calls, or courses. Generally, this will involve streaming audio and/or video, or downloading those large files to play later. Unforeseen technical difficulties can happen. Coach will take reasonable action to maintain data availability but cannot absolutely guarantee connectivity 100% of the time.

Live events/courses are recorded and a link to the recording will be sent or uploaded to the Client's Member Account within a week of the event. If for some reason a session or course does not record, or the recording is unusable, Coach reserves the right to recreate the session without a live audience, and will send a link to the recreated session.

It is Client's responsibility to download any files they would like to keep on hand. Some files may only be available only via live streaming, not download. Coach is not responsible for Client's internet access. Coach is not responsible for inaccessible files, though every effort will be made to keep Coach's website available at all times. Coach is not responsible for any damages that may arise out of a temporarily-inaccessible website or files. Coach does not guarantee the availability of materials at all times. Coach is not responsible for third parties involved, including but not limited to internet provider, website host, course hosting website, electrical power or any recommended products/services/apps.

7) Confidentiality:

This coaching relationship, as well as all information (documented or verbal) that the Client

shares with the Coach as part of this relationship, is kept confidential by the Coach. Confidential Information does not include information that:

- (a) was in the Coach's possession prior to its being furnished by the Client;
- (b) is generally known to the public or in the Client's industry;
- (c) is obtained by the Coach from a third party, without breach of any obligation to the Client;
- (d) is independently developed by the Coach without use of or reference to the Client's confidential information; or
- (e) the Coach is required by statute, lawfully issued subpoena, or by court order to disclose;
- (f) is disclosed to the Coach and as a result of such disclosure the Coach reasonably believes there to be an imminent or likely risk of danger or harm to the Client or others;
- (g) involves illegal activity.

The Client also acknowledges his or her continuing obligation to raise any confidentiality questions or concerns with the Coach in a timely manner.

Coach will obtain Client's permission prior to the posting of any testimonial material.

8) Termination:

Either the Client or the Coach may terminate the coaching relationship at any time, though the terms of this Agreement and Waiver will remain in effect.

In the event that Coach determines that the Client is not a good fit, Coach reserves the right to end a session early and/or cancel future sessions. Any refund will depend on the circumstances.

9) Force Majeure:

Coach is not responsible for loss or damages due to "Acts of God" (unforeseeable or unpreventable events such as severe weather, sudden illness, injury, death, global health crisis, internet failure or hackings etc.) Coach will do everything within reason to maintain agreed-upon schedules and materials. If Coach's basic services (electricity, internet, heat, etc.) are interrupted, classes, calls and other timelines may be rescheduled. In the case of an internet/electricity outage, there may not be a way to communicate the delay until after the scheduled event.

10) Limited Liability:

Except as expressly provided in this Agreement, the Coach makes no guarantees, representations or warranties of any kind or nature, express or implied with respect to the coaching services negotiated, agreed upon and rendered. In no event will the Coach be liable to the Client for any indirect, consequential or special damages. Notwithstanding any damages that the Client may incur, the Coach's entire liability under this Agreement, and the Client's exclusive remedy, will be limited to the amount actually paid by the Client to the Coach under this Agreement for all coaching services rendered through and including the termination date.

11) Entire Agreement:

This document reflects the entire Coaching Agreement between the Coach and the Client, and reflects a complete understanding of the parties with respect to the subject matter. This Agreement supersedes all prior written and oral representations. The Agreement may not be amended, altered or supplemented except in writing signed by both the Coach and the

Client. Terms and Conditions for general business practices are provided in a separate document of that title.

12) Dispute Resolution:

If a dispute arises out of this Agreement that cannot be resolved by mutual consent, the Client and Coach agree to attempt to mediate in good faith for up to 30 days in the county of Boulder, Colorado, after notice is given. If the dispute is not so resolved, and in the event of legal action, Client is responsible for paying both Coach's and Client's attorney's fees and court costs. Court proceedings are limited to Small Claims Court. Damages are limited to the paid fees for Coach's services.

13) Severability:

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If the Court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

14) Waiver:

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

15) Applicable Law:

This Agreement shall be governed and construed in accordance with the laws of the State of Colorado, United States of America, without giving effect to any conflicts of laws provisions.

16) Binding Effect:

This Agreement shall be binding upon the parties hereto and their respective successors and permissible assigns. Client has no right to reassign this Agreement.

17) Copyright:

All materials and content, including any recorded classes or Private Sessions, graphics, images and logos, files, workbooks, this waiver, and website are under copyright protection and remain the sole property of Diamond Balcony, LLC and Heather McGarry. Any files or information that are provided to Client in the course of doing business or as part of a class/course are solely for their personal, non-commercial use and must be used in a manner that maintains the copyright and ownership information. Copying, sharing, uploading, selling, recreating, presenting or distributing any of Coach's materials, in whole or in part is strictly prohibited, except with Coach's permission expressly stated in writing. Creating derivative or compilation works from Coach's materials is likewise strictly prohibited.

Using Coach's likeness, videos, photos, or voice in any capacity, including Artificial Intelligence/AI, without express written permission, is strictly prohibited.

Sharing Coach's posts on social media via the Share/repost button is permitted, provided the original post, author, and any links remain intact.

18) Expertise:

Coach is not an expert in any professional field including the medical, mental health, financial, legal or business fields. Any insight given by Coach should not be considered a replacement for professional guidance or opinion in any field.

19) Comportment:

By attending any course or session, Client agrees to behave civilly and kindly. Please advise Coach of any problems with other attendees as soon as possible.

Client agrees to refrain from any derogatory or defamatory acts or language (trolling, threatening, invalidating, mal-intent, libel, slander, etc.) in any medium toward Coach, Diamond Balcony, LLC, Coach's work or programs and any affiliates or other Clients.

In the event that Client exhibits inappropriate behavior: Membership and access to Coach's website, social app pages, events, and access to any past, current, or future purchased courses will be revoked at Coach's discretion, with no refund due.

Sexual Misconduct: The relationship between Coach and Client is purely professional and platonic, as are any interactions with other clients and people associated with Diamond Balcony. All parties will refrain from sexual inferences, agendas and all forms of harassment. Violation will result in termination of the relationship, and loss of access to all Diamond Balcony materials with no refund due.

Client will refrain from all forms of self-promotion, marketing, spam, misinformation and any conversation that detracts from or dilutes other clients' and followers' understanding or experience. Client will keep any group discussion relevant to the coach's topic at-hand. Discussion and comments will be contained to Diamond Balcony coaching modalities.

20) Data Collection and Use:

Diamond Balcony, LLC requests and collects information for internal record keeping and internal marketing use. Classes are generally intended for adults, so we ask for age confirmation and Parent Guardian information in the case of a minor Client. Client information will not be knowingly sold or given to a third party. Further details are available in the separate document titled Privacy Policy.

The diamondbalcony.com website, other websites, and service-providers Coach uses in the course of doing business may interact with Client data. Course presentation applications, social media/forums and others may interact with Client data, may use cookies, and may have differing privacy policies.

21) Specific Techniques

HYPNOTHERAPY / HYPNOSIS / NLP TECHNIQUES / MER® LIABILITY WAIVER & INFORMED CONSENT

This section is written in the first person, and the Client is "I"

1. PURPOSE OF SERVICES

I, the undersigned ("Client"), understand that the purpose of Hypnotherapy/NLP/MER® is to create a state of deep relaxation and focused awareness in order to promote personal development, behavioral changes, or emotional healing. The services may include:

- Guided relaxation and hypnosis techniques
- Positive suggestion-based therapy
- Regression or past memory exploration
- Visualization exercises
- Goal-setting and mindset work
- Inner child work and subconscious belief reprogramming
- Self-hypnosis instruction for continued self-development
- Behavioral anchoring techniques
- Addressing phobias, habits, or stress-related responses
- Enhancing confidence, motivation, and clarity

I acknowledge that Hypnotherapy/NLP/MER® is a complementary wellness approach and is not intended to diagnose, treat, or cure any medical or psychological condition.

2. INFORMED CONSENT

By signing this form, I acknowledge and consent to:

- Participate voluntarily in Hypnotherapy/NLP/MER® sessions.
- Be guided into a deeply relaxed state of consciousness.
- Engage in suggestions or exercises to support my goals.
- Ask questions before, during, or after sessions.
- The understanding that results may vary depending on individual readiness, mindset, and goals.
- Maintain an open mind and cooperative attitude during sessions.
- Be responsive to verbal cues and guided instructions.
- Take full responsibility for my progress and follow-through.
- Understand that emotional catharsis may occur during or after sessions.
- Provide truthful and complete information to enhance effectiveness.

3. NO MEDICAL OR PSYCHIATRIC CLAIMS

I understand and agree that:

- Hypnotherapy/NLP/MER® is not a substitute for professional psychological, psychiatric, or medical care.

- The Practitioner is not a licensed physician, psychologist, or mental health provider.
- I will not discontinue any medical or mental health treatments based on Hypnotherapy/NLP/MER®.
- I am responsible for seeking medical attention when needed.
- The Practitioner has advised me to consult with a licensed professional for any medical or psychological concerns.
- Hypnotherapy/NLP/MER® does not replace medication or prescribed treatments.
- I will inform my healthcare provider about my participation if applicable.
- The Practitioner may decline service if contraindications are present.
- The Practitioner does not provide crisis or emergency mental health services.
- No guarantees are made regarding specific psychological outcomes.

4. CONFIDENTIALITY

The Practitioner agrees to:

- Keep all information shared in sessions confidential, except where disclosure is required by law (e.g., threats of harm, abuse, court order).
- Use secure practices to store client records.
- Only share session content with my written consent, unless in cases of legal duty to report.
- Allow me to request access to my records or session notes.
- Inform me in advance if confidentiality must be broken for legal or safety reasons.
- Keep digital communications encrypted and password-protected.
- Refrain from sharing client names or session details with third parties.
- Not use any client testimonials without explicit permission.

5. POTENTIAL RISKS AND CLIENT RESPONSIBILITIES

I acknowledge that:

- Emotional release or discomfort may occur as part of the therapeutic process.
- I may recall suppressed memories or strong emotions.
- Results are not guaranteed and depend on my openness, participation, and personal circumstances.
- I am responsible for following through with suggested exercises or recommendations.
- I will inform the Practitioner immediately if I feel uncomfortable at any time.
- I may feel fatigued or emotionally sensitive after sessions.
- Hypnosis may temporarily alter awareness or perception.
- I agree to refrain from driving or operating machinery immediately if I feel disoriented.
- I will not attend sessions under the influence of alcohol or drugs.
- I agree to maintain honest communication throughout the therapeutic process.

6. LIABILITY WAIVER

In consideration of receiving Hypnotherapy/NLP/MER® services:

- I voluntarily release and hold harmless the Practitioner and business from all liability for claims, injuries, damages, or losses that may arise from my participation.
- This includes claims due to negligence, emotional distress, or perceived outcomes.

- I understand this waiver applies to all current and future sessions.
- I accept full responsibility for any decisions I make based on my sessions.
- I confirm that I am of sound mind and legal age to consent to this agreement.
- I waive the right to pursue legal action for any dissatisfaction with services.
- I agree not to hold the Practitioner liable for interpretations or internal experiences.
- I understand that all recommendations are offered as suggestions, not mandates.
- I accept responsibility for implementing or rejecting any advice given.
- I understand that participation is completely voluntary and can be ended at any time.

7. RECORDINGS AND MEDIA RELEASE (OPTIONAL)

- I authorize the Practitioner to record sessions for my personal use only.
- Sessions may be recorded using the online meeting app or a device of the Practitioner's choosing.

8. EMERGENCY SITUATIONS

I understand that:

- The Practitioner is not available for crisis or emergency response.
- In case of a medical or mental health emergency, I will contact 911 or go to the nearest emergency center.
- I have provided accurate emergency contact information.
- Recorded courses are considered self-hypnosis/self-improvement and do not require submission of emergency contact info. Client is responsible for assessing their compatibility with the techniques, and for pre- establishing any kind of emergency contact and notification procedure with said contact during the use of any pre-recorded or live course/event.
- I will not use Hypnotherapy/NLP/MER® sessions as a replacement for urgent care.
- The Practitioner may refer me to emergency services if they observe signs of acute distress.
- I agree to disclose any history of self-harm or suicidal ideation.
- I am responsible for notifying the Practitioner of major emotional instability.
- I will seek help from a licensed mental health professional if I experience overwhelming emotions.
- The Practitioner reserves the right to pause or terminate sessions for my safety.
- I will follow all safety protocols as instructed by the Practitioner.

9. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Colorado. Any disputes shall be resolved in the courts of Boulder County, and both parties agree to the venue and jurisdiction therein.

- If any clause is deemed invalid, the remaining provisions remain enforceable.
- Amendments must be in writing and signed by both parties.
- This form reflects the full understanding of both Client and Practitioner.
- All communication and disputes shall be handled respectfully and in good faith.
- Any breach of this agreement may result in service termination.

- Electronic signatures, including the waiver checkbox on the website checkout page, shall be accepted as legally binding.
- Copies of this document may be stored in digital or paper form.
- This document may be presented in court if legally necessary.
- The Client agrees to resolve any issues informally before legal action.

10. CLIENT CONFIRMATION

By agreeing to this waiver, I confirm that:

- I have read and understood all information in this form.
- I have had the opportunity to ask questions and receive answers.
- I voluntarily agree to participate in Hypnotherapy/NLP/MER® under the terms outlined above.
- I accept full responsibility for my choices and outcomes.
- I understand my rights, responsibilities, and limitations.
- I have provided honest and complete personal information.
- I am entering into this agreement of my own free will.
- I will communicate any concerns about treatment promptly.
- I understand that I can revoke this consent in writing at any time.
- I agree that this waiver remains in effect for all future sessions.

23) Assumption of Risk

Client acknowledges the risks of coaching and has chosen to assume them. Client has determined that they are a good fit/candidate for these types of coaching. Client is responsible for consulting with their licensed care providers in this determination.

Coaching is designed to change your life and enable you to achieve your goals. As your mind makes changes and settles into a new operating structure, there can be noticeable symptoms.

It is possible when doing this work to experience vivid dreams, shifts in relationships, changes in personal preferences; physical release, emotional release, mood swings, internal friction; increased need for rest, sleep, self-care and exercise; Realizations or shifts in perspective regarding past events and future plans.

It is the Client's responsibility to care for themselves in manner that keeps their body and mind stable. Symptoms are usually manageable with self-care and techniques such as journaling. Coach may recommend specific techniques which the Client may use at their discretion. Client agrees to notify Coach of intense symptoms in a timely manner.

Client must disclose to Coach any condition such as PTSD, that could result in increased symptoms.

It is the Client's responsibility to determine their suitability for this type of coaching, in collaboration with any licensed mental professionals before entering into coaching, and to seek professional medical or mental care at any time it's needed.

24) Animal Intuitive & Energy Work

Animal Behavior, Health Changes & Release of Liability

Coach's goal is to help you and your pets live long, healthy, happy lives.

Clients understand and acknowledge that animals are living beings whose behavior, physical condition, emotional state, and health may change unpredictably at any time.

Diamond Balcony LLC and Heather McGarry are not responsible or liable for:

- Any actions, behaviors, reactions, aggression, escape, injury, illness, or damages caused by an animal before, during, or after services;
- Any decisions made by the client regarding the care, treatment, handling, training, supervision, or medical care of the animal;
- Any perceived or actual worsening of the animal's condition following a session;
- The progression of pre-existing conditions, illness, injury, behavioral concerns, or end-of-life processes;
- The death of an animal occurring before, during, or after services, regardless of timing.

Client understands that intuitive and energetic services do not replace veterinary diagnosis, treatment, emergency care, or behavioral intervention, and no representation or guarantee is made regarding an animal's health, safety, recovery, longevity, behavior, or outcome.

By participating in services, the client voluntarily assumes all risks associated with their animal and fully releases and holds harmless Diamond Balcony LLC, Heather McGarry, employees, contractors, and affiliates from any and all claims, liabilities, damages, losses, injuries, costs, or expenses arising out of or related to the services provided.

These services are designed to support insight, connection, and personal understanding, and should be used alongside appropriate veterinary and professional care.

By purchasing or participating in services provided by Diamond Balcony LLC, you acknowledge and agree to the following regarding animal intuitive guidance, energy work, and related coaching services:

1. Nature of Services

Services may include intuitive insight, energetic support, mindset guidance for pet owners, observation-based impressions, and non-medical wellness-oriented practices involving animals. These services are spiritual, personal-development, and/or educational in nature.

2. Not Veterinary Care

Heather McGarry and Diamond Balcony LLC are not licensed veterinarians,

veterinary technicians, animal behaviorists, or medical professionals. Services are not intended to diagnose, treat, cure, or prevent any disease, injury, behavioral disorder, or medical condition in animals.

3. **Veterinary Responsibility**

Clients are solely responsible for obtaining appropriate veterinary care for their animal(s). Any health concerns, symptoms, injuries, emergencies, or behavioral issues should be evaluated by a licensed veterinarian or qualified animal professional.

4. **No Guarantees**

Because intuitive and energetic practices are subjective in nature, no guarantees are made regarding outcomes, accuracy of impressions, behavioral changes, healing results, or improvements in an animal's condition or circumstances.

5. **Client Discretion**

Any insights, impressions, or suggestions shared during sessions are offered for personal consideration only. Clients are responsible for their own decisions and actions regarding their animals.

6. **Release of Liability**

By participating in these services, you voluntarily assume all responsibility related to the use or interpretation of the information provided and release Diamond Balcony LLC, Heather McGarry, and any affiliated parties from any and all liability, claims, damages, losses, or expenses arising from participation in these services.

7. **Consent Regarding Animal Participation**

By booking a session, you affirm that you are the owner of the animal or have authorization from the owner to participate on the animal's behalf.

8. **Recording & Content Use (Optional Section)**

Sessions may not be recorded, shared, or distributed without written consent from all parties. If testimonial content, screenshots, recordings, or session excerpts are used for educational or promotional purposes, separate consent will be obtained.

25) All Services

All Diamond Balcony Services are subject to the terms of this waiver. This waiver does not need to be submitted unless requested by Coach, or in the case of an adult signing on behalf of a minor.

Clicking the “I agree to the waiver” at checkout is Client’s legal signature. Checkout may occur on a website other than diamondbalcony.com.

Client's information:

Full Name _____

email _____

Signature _____

Date _____

Client is OVER 18 years old.
(Check one)
 YES NO

Please complete the following only
if Client is UNDER 18 years old.

Age of Client _____

Parent/Guardian Permission Signed Statement

I hereby certify that I am a parent or guardian of the Client listed above, and I hereby give my permission for them to receive coaching from Diamond Balcony LLC and Heather McGarry in the following formats, in accordance with this waiver. (Check all that apply.)

Parent/Guardian Information

Full Name _____

email _____

Signature _____

Date _____

**- Diamond Balcony LLC -
Waiver**