

## ADULT CLIENT AGREEMENT AND POLICIES (18 AND OVER)

**Business:** Winning Field Bodywork and Movement Solutions LLC (DBA Zenesis Bodywork Therapy). **Owner:** Yuji Katsuta, MS, LAT, ATC, LMBT #19789, CIDN, MLD-C, PES.

### 1. Preamble and Purpose

Welcome to Zenesis Bodywork Therapy, a trade name for Winning Field Bodywork and Movement Solutions LLC (hereinafter "*the Practice*," "*we*," or "*us*"). This Agreement outlines the terms of our professional relationship, built on a mission to empower you through expert bodywork, data-informed movement strategies, and holistic solutions.

### 2. Client Information, Responsibilities, and Annual Review

- **Client Information & Online Intake:** To ensure your safety, you must provide comprehensive health history information via our online intake form before your first appointment is confirmed.
- **Responsibility for Accurate Information:** You are responsible for providing and maintaining accurate information. You agree to promptly inform the therapist of any changes in your medical condition, medications, or injuries prior to each session.
- **Annual Review:** You agree to review and e-sign the Practice's current Agreement annually or before booking services following a 12-month lapse in care.

### 3. Statement on Therapeutic Approach, Objective Measurements, and Reporting

The Practice integrates Eastern healing arts with Western biomechanical science, powered by objective data to deliver individualized, evidence-informed services.

- **Objective Measurement Tools:** Our assessments may use tools like the AxIT system and goniometric range of motion assessments to establish baseline data, formulate a therapeutic plan, and monitor progress.
- **Client Reports and Consultation:** Services involving objective assessment include a detailed PDF report of the findings, delivered via secure email or client portal, and a complimentary follow-up consultation. Reports are not shared without your explicit consent.
- **Data Usage, Analysis, and Technology:** To provide you with the most detailed insights, the Practice may use advanced software, including artificial intelligence (AI), to assist in analyzing assessment data for reports. Client data is stored securely, is never sold or shared externally, and is used exclusively for internal service planning. The final interpretation and therapeutic plan will always be performed by your licensed therapist.
- **Informed Understanding:** Assessments are non-diagnostic and serve as functional

wellness screenings. The nature, purpose, and findings will be explained to you.

#### 4. Informed Consent, Assumption of Risk, and Liability Waiver

- **Nature of Therapeutic Services:** You acknowledge that services, including Mobile Therapeutic Bodywork and Movement Assessment, are for general wellness and are **not** a substitute for medical diagnosis or treatment. Participating in integrated services (our "Signature Experience") means you understand this model uses objective data to create a customized therapeutic plan.
- **No Guarantee of Results:** Client outcomes vary. Services are designed to support wellness and performance, but no specific results can be guaranteed.
- **Informed Consent to Treatment:** You affirm your duty to disclose all pertinent health information and your right to modify or terminate consent at any time.
- **Acknowledgment of Potential Risks:** You acknowledge that services involve potential risks, such as temporary muscular soreness, and you knowingly assume these risks.
- **Liability Waiver:** To the fullest extent permitted by law, you release and hold harmless **Winning Field Bodywork and Movement Solutions LLC** and its agents from all liabilities and claims arising from your receipt of services, except those arising from gross negligence or willful misconduct.

#### 5. Service Policies and Procedures

- **Scope of Professional Practice:** This practice operates strictly within the scope of practice defined by the North Carolina Board of Massage & Bodywork Therapy (NCBMBT) for **Licensed Massage and Bodywork Therapists (LMBT)** and the National Academy of Sports Medicine (NASM) for certified **Performance Enhancement Specialists (PES)**. All services are non-diagnostic and are not a substitute for medical treatment or physical therapy. Referrals to qualified medical professionals will be made when appropriate.
- **Authorized Providers:** Services may be provided by the lead therapist or another appropriately licensed team member. You will be informed of your provider in advance.
- **Appointment Timing and Duration:** The "hands-on" service duration refers to active treatment time, including both assessment and bodywork. The total appointment time will be approximately **30 minutes longer** to accommodate setup and breakdown.
- **Fee Structure and Payment:**
  - **Commitment to Transparency:** The Practice is committed to price transparency. A detailed summary of all applicable service fees, travel fees, and any other potential costs will be provided to you for review and confirmation before your appointment is finalized. There are no hidden fees.
  - **Deposits and Final Payment:** A **10% non-refundable deposit** is required to secure all appointments and will be applied toward the service total. Full payment

of the remaining balance is due **within 48 hours** following the completion of the service, unless other arrangements have been made in writing.

- **Overdue Accounts:** Overdue accounts may incur a **\$20.00 late fee**, and you agree to be responsible for all collection costs.
- **Insurance:** The Practice does not bill insurance providers. We can provide a receipt for you to seek reimbursement independently.
- **Cancellation Policy:** A minimum of **24 hours' notice** is required to cancel or reschedule to avoid a **50% cancellation fee**. Cancellations within **2 hours** of the appointment or no-shows will be charged the **full session price**.
- **Tardiness:** If you are more than 15 minutes late without communication, the session may be canceled and treated as a no-show.
- **Infectious Disease and Illness:** If you are experiencing symptoms of a contagious illness, you agree to reschedule. The Practice reserves the right to reschedule an appointment if a client arrives with such symptoms to protect all parties.
- **Modesty and Draping:** Your privacy and modesty are paramount. Standard professional draping will be used at all times.
- **Professional Boundaries & Right to Refuse Service:** A relationship of mutual respect is required. The therapist reserves the right to adjust, defer, or terminate service if it is deemed clinically inappropriate, or if the environment or client behavior is unsafe or unprofessional. We do not discriminate for any reason.

## 6. Mobile Treatment Services Addendum

- **Treatment Space:** You are responsible for providing a clean, safe, and unobstructed space **measuring at least 10 ft x 12 ft**. If the location is determined to be unsuitable upon arrival, the therapist may cancel the session and the full fee will apply.
- **Service Area & Travel Fees:** Mobile services are available within a 30-mile radius of Durham, NC.
  - A round-trip travel fee is applied based on the current IRS standard mileage rate.
  - Appointments outside the 30-mile radius may be accepted on a case-by-case basis and will incur an additional travel surcharge.
  - Any direct costs to access the location (e.g., parking or tolls) will be communicated in advance and included in the final invoice.
- **Weather & Emergency Cancellations:** The Practice reserves the right to reschedule mobile appointments due to inclement weather, unsafe conditions, or other emergencies. You will be notified as early as possible, and no cancellation fee will apply in such cases.

## 7. General Provisions & Acknowledgment

- **Confidentiality:** All client information is maintained with strict confidentiality and is only shared with third parties upon your written consent or as required by law.

- **Electronic Communications:** You consent to receive communications via email, text, or secure client platforms, understanding that no system is entirely risk-free.
- **Client Feedback:** You may be invited to provide feedback, which may be used anonymously to improve our services with your consent.
- **Force Majeure:** The Practice is not liable for delays or failures to perform due to events beyond our reasonable control (e.g., natural disasters, pandemics, government orders).
- **Dispute Resolution:** Any dispute arising from this agreement shall first be addressed through good-faith mediation. If unresolved, both parties agree to binding arbitration in North Carolina.
- **Governing Law & Severability:** This Agreement is governed by the laws of North Carolina. If any part is found to be unenforceable, the remaining parts will still apply.

### **Client Responsibility Summary**

*I understand I am responsible for:*

- *Providing accurate health information and updates.*
- *Ensuring a safe space for mobile services.*
- *Adhering to payment and cancellation policies.*
- *Asking questions if anything is unclear.*

**Acknowledgment:** By signing below, I affirm that I am 18 years of age or older and have read, understood, and agree to all terms and conditions set forth in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**Signature:** \_\_\_\_\_

*Zenesis Bodywork Therapy*

**Client Signature:** \_\_\_\_\_

**Client Printed Name:** \_\_\_\_\_