

### Standard Terms, Release and Indemnity

Agreement between \_\_\_\_\_ (“Responsible Party”) and Sustainable Recovery, Inc. (“Contractor”) with respect to intervention, coaching and recovery services performed for \_\_\_\_\_ (“Client”). Responsible party is a family member or close personal friend of Client, believes in good faith that Client has chemical dependency, addictive disorder, trauma or PTSD and is acting for the benefit of Client in engaging Contractor.

Responsible Party hereby releases Contractor and any individual acting for Contractor from any and all claims, liabilities, damages, costs and expenses arising from the intervention services to be performed hereunder, and Responsible Party shall also indemnify, defend, and hold harmless Contractor and any individual acting for Contractor against any claims, liabilities, damages costs and expenses brought by any third party (including Client) arising from or related to Contractor’s acts or omissions hereunder, unless determined by a court of competent jurisdiction to be caused by the willful misconduct or gross negligence of Contractor. Responsible Party agrees to refrain from deposing Contractor and company in legal matters involving third party civil claims.

RESPONSIBLE PARTY ACKNOWLEDGES THAT THE RESULTS OF THE RECOVERY COACHING SERVICES PROVIDED HEREUNDER ARE NOT GUARANTEED, AND ARE DEPENDENT UPON THE PARTICIPATION AND COOPERATION OF CLIENT. IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE FORM OF ACTION. CONTRACTOR’S AGGREGATE LIABILITY UNDER THIS AGREEMENT FOR ANY DAMAGES WHATSOEVER SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY RESPONSIBLE PARTY TO CONSULTANT HEREUNDER.

During this term of the agreement, Contractor may have access to and become acquainted with the Client’s Confidential information, meaning nonpublic information in written, electronic, oral, or other tangible or intangible form concerning Client and group, including information regarding Client’s medical condition and substance abuse, and other protected health information (“PHI”) as provided in the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations. Responsible Party acknowledges and agrees that Contractor may require access to such confidential information for the purpose of fulfilling its obligations under this agreement, and that Contractor may use and disclose PHI in connection with the performance of its services hereunder and to carry out Contractor’s legal responsibilities. Otherwise, Contractor will not use or further disclose Confidential Information (including PHI) except as permitted or required by this agreement or as required by law; provided that Contractor may use anonymous case file and audio recordings assembled in the course of this engagement for teaching, training, marketing and statistical collection purposes on an ongoing basis.

Contractor may not assign or transfer this agreement or any of its rights, or delegate or sub-contract out any of its duties under this agreement, without prior written consent of Responsible Party. This agreement contains the entire understanding of the parties, may not be amended except in writing signed by both parties, and shall be governed by the laws of the State of Colorado applicable to contracts to be performed entirely within such State. AGREED by the parties as of the Start Date on the reverse.

CONTRACTOR: \_\_\_\_\_ RESPONSIBLE PARTY: \_\_\_\_\_

DATE SIGNED: \_\_\_\_\_ DATE SIGNED: \_\_\_\_\_

PLEASE EMAIL SIGNED COPY BACK TO SUSTAINABLE RECOVERY

Sustainable Recovery, Inc. 323-804-5555 [www.sustainablerecovery.net](http://www.sustainablerecovery.net)