

| DATE:                             | HOME PHONE:   |  |  |
|-----------------------------------|---|--|--|
| NAME:                             | WORK PHONE:   |  |  |
| ADDRESS:                          | PAGER/CELL NO   |  |  |
| CITY/STATE/ZIP:                   |   |  |  |
| IN CASE OF EMERGENCY, CALL:       |   |  |  |
| GENERAL HEA                       | LTH & NUTRITION QUESTIONS                                       |  |  |
| Personal Profile Information      |   |  |  |
| Gender: ☐ Male ☐ Female Weight:   | Height: / Birth date:<br>Body fat %                             |  |  |
| Weekly Exercise Information       |   |  |  |
| ·                                 | e exercises, cardiovascular or sports activities you perform on |  |  |
| Exercise/Activity                 | Days/week Duration  |  |  |
|                                   |   |  |  |
|                                   |   |  |  |
|                                   |   |  |  |
| Lifestyle / Professional Activity |   |  |  |
|                                   | of your profession, or what you do during the day (non-exercise |  |  |
| ☐ Sedentary ☐ Moderately Active   | e □ Active □ Very Active  |  |  |
| What are your goals?              |   |  |  |
| ☐ Weight Loss ☐ Maintain /Improve | e Eating Habits   |  |  |
| Protein Requirements              |   |  |  |
| Which best describes you?         |   |  |  |
|                                   | exercising adult  |  |  |



| Body Type   |                           |   |  |  |  |
|---|---------------------------|---|--|--|--|
| Which of the following statements best describes you? |                           |   |  |  |  |
| ☐ I can eat practically anything I                    | want and I don not gain w | eight. I find it very hard to gain weight.  |  |  |  |
| ☐ I can lose or gain weight by ad                     |                           |   |  |  |  |
| ☐ I find it difficult to lose weight                  |                           |   |  |  |  |
|   |                           |   |  |  |  |
|   |                           |   |  |  |  |
| Health & Medical Conditions                           |                           |   |  |  |  |
| Check any that apply or describe any other(s).        |                           |   |  |  |  |
| ☐ heart disease                                       | □ anemia                  | ☐ hypoglycemia                              |  |  |  |
| ☐ liver disease                                       | ☐ kidney disease          | □ diabetes                                  |  |  |  |
| ☐ pancreatic disease                                  | ☐ lactation               | ☐ hypertension                              |  |  |  |
| □ other   |                           | 71  |  |  |  |
|   |                           |   |  |  |  |
| Placea list below everything you                      | est in one 24 hour perio  | d. Be sure to include snacks and beverages, |  |  |  |
| including water. Also, show app                       |                           | u. De sure to include snacks and beverages, |  |  |  |
| merading water. 14130, show app                       | or oximate amounts.       |   |  |  |  |
| Time: Food/E  | Beverage:                 |   |  |  |  |
| Time: Food/E  | Beverage:                 |   |  |  |  |
| Time: Food/E  | Beverage:                 |   |  |  |  |
| Time: Food/E  | Beverage:                 |   |  |  |  |
| Time: Food/E  | Beverage:                 |   |  |  |  |
| Time: Food/E  | Beverage:                 |   |  |  |  |
| Time: Food/Beverage:                                  |                           |   |  |  |  |
| Time: Food/Beverage:                                  |                           |   |  |  |  |
| Time: Food/Beverage:                                  |                           |   |  |  |  |
| Time: Food/Beverage:                                  |                           |   |  |  |  |
|   |                           |   |  |  |  |
|   |                           |   |  |  |  |
|   | -                         |   |  |  |  |
| Make a list of your favorite food                     | 18.                       |   |  |  |  |
|   |                           |   |  |  |  |
|   |                           |   |  |  |  |
|   |                           |   |  |  |  |
|   |                           |   |  |  |  |
|   |                           |   |  |  |  |
|   |                           |   |  |  |  |
|   |                           |   |  |  |  |
|   |                           |   |  |  |  |
|   | <del></del>               |   |  |  |  |
|   |                           |   |  |  |  |



| Make a list of foods that you dislike.  |                                  |  |  |
|---|----------------------------------|--|--|
|   |                                  |  |  |
|   |                                  |  |  |
|   |                                  |  |  |
|   |                                  |  |  |
|   |                                  |  |  |
| What time do you normally wake up?  |                                  |  |  |
| What time do you normally go to bed at night?   |                                  |  |  |
| If you smoke, how many per day? If you smoke, how many years have you smoked?                               |                                  |  |  |
| If you drink alcoholic beverages, what and how many   | ner day?                         |  |  |
| Are you allergic to any types or kinds of foods?  | per uay :                        |  |  |
|   |                                  |  |  |
| Have you ever been placed on any type of nutritional places, by whom and what did it consist of? Please exp |                                  |  |  |
| What were your results?   |                                  |  |  |
| Have you ever had your body fat tested? □Yes □ N If yes, how was it tested and when?                        | Го                               |  |  |
| I, AGREE T  | O ALLOW WILLIAM J. SMITH, WEIGHT |  |  |
| MANAGEMENT CONSULTANT, TO DESIGN A W  | VEIGHT MANAGEMENT PROGRAM FOR ME |  |  |
| TO ENHANCE MY HEALTH & FITNESS GOALS.   |                                  |  |  |
| BEST OF MY ABILITY AND I WILL NOT HOLD V  |                                  |  |  |
| & PERFORMANCE LAB, LLC OR ANY ONE RELA  |                                  |  |  |
| LIABLE FOR ANY PROBLEMS, ILLNESSES OR II  |                                  |  |  |
| SUDDEN CHANGE IN MY EATING HABITS. I UN   |                                  |  |  |
| A REGISTERED OR LICENSED DIETITIAN, NOR MANAGEMENT PROGRAM DOES NOT REPLACE                                 |                                  |  |  |
| TREATMENT OF MY OWN PRIVATE DOCTOR.   |                                  |  |  |
| NECESSARY INFORMATION ABOUT MYSELF T  |                                  |  |  |
|   | _                                |  |  |
| Signature:  | Date:                            |  |  |



### Sellers (Consultant) and Purchasers (Client)

#### **Hold Harmless and Indemnification Agreement**

| I,, the undersigned ("the Purchasers") hereby warrants that I will indemnify and hold harmless William J. Smith of Synergy ONE Wellness & Performance Lab, LLC and Lifestyles Technologies, Inc., known hereafter as ("the Sellers"), and its officers, directors, agents and employees. This indemnification and hold harmless warranty extends to Sellers, individually and separately, and, the corporation's successors, and subsidiaries, as against any and all claims, demands, actions, and causes of action, including personal injury, and all other liability whatsoever, including, but not limited to, costs, attorney's fees and/or judgments which arise out of the use of the DietMaster Pro weight management program.   |
|---|
| The undersigned, as Purchaser(s) further warrant the program is to be utilized within the State(s) of North Carolina and it will hold harmless and indemnify the Sellers corporation, its agents, directors, officers, employees and individuals named in paragraph one of this Hold Harmless and Indemnification Agreement, against any and all claims for liability and/or damages, arising from any and all violation(s) of Codes, Statutes, Licensing Procedures, Licensure Examinations and/or Registration Requirements, of such state(s), which govern the practice of dietetics and/or weight management and/or nutritional counseling and/or advise, whether known or unknown to the Purchaser(s) at the time of purchase and subsequent use with the public of the DietMaster Pro weight management software program(s). Such indemnification includes, but is not limited to costs, attorney's fees, and damages, whether or not reduced to judgment and judgments which might arise from such claims, law suits, and/or administrative filings. |
| The indemnification includes all costs and attorney fees incurred by the Sellers in the investigation and defense of any claim enumerated in paragraphs preceding prior to a determination of an exact date of an occurrence and/or incident and/or violation upon which such alleged claims may be based.  |
| It is further understood and agreed by the Purchaser(s), that the consideration for this Indemnification and Hold Harmless Agreement, benefiting the Seller, its agents, directors, officers, employees and the individuals named in the paragraphs preceding is the "weight management software content of the program".   |
| Signature of Purchaser(s), confirms that Purchaser(s) have agreed to be bound by the terms of the Indemnification and Hold Harmless Agreement and are contractually bound to indemnify the Sellers and its agents, directors, officers, employees and the individuals named in paragraphs preceding, and such obligation includes the responsibility to pay any and all costs and attorney's fees which may be incurred by the Buyer in defending its agents, directors, officers, employees and individuals named in the paragraphs preceding.   |
| Seller's Name   |
| Signature Date  |

Purchaser's Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_