Vanessa Shippy (dba Dawning Hope) Informed Consent

This Informed Consent constitutes a legally binding agreement between you and Vanessa Shippy dba Dawning Hope (“Provider”) for the healing sessions you are purchasing. By agreeing to this Informed Consent, you are consenting to receive services from Provider under all of the terms and conditions outlined below.

This Informed Consent is intended to create a safe space for your healing journey, and it contains important information that affects your legal rights and obligations. Accordingly, we strongly recommend that you read this Informed Consent in its entirety. Please feel free to ask Provider any questions you may have about any of the terms and conditions contained below.

1. Services Provided. Provider will work with you using alternative and complementary healing modalities intended to release trapped emotional energy in ways that promote harmony and balance within and promote physical and emotional wellbeing. The modalities may include, but are not necessarily limited to, The Emotion Code™ and The Body Code™. If there are any modalities that you prefer or which you do not want Provider to use, please notify Provider at your first session.
2. Payment and Refund Policy. You are agreeing to pay the prices listed on the checkout page for each healing session. Payment is due prior to beginning the session and are nonrefundable.
3. Scheduling Policy. You are responsible for scheduling sessions with Provider using the scheduling method provided to you. Should you need to cancel or reschedule a session, you must notify Provider at least 24 hours in advance using the contact information provided to you. You understand that you may forfeit a session and/or payment for that session if you fail to appear without giving Provider at least 24 hours’ notice.
4. Service Limitations. Provider’s services are not intended, and should not be used, to diagnose, treat, or cure any medical or psychological ailment. Additionally, you understand that these modalities are not a substitute for medical, psychological, or therapeutic advice from a licensed physician or mental health professional. Any information provided to you during the course of healing services is for informational purposes only.
5. No Physician-Patient Relationship. Your participation in healing sessions with Provider does not create a physician-patient or therapist-patient relationship. You are solely responsible for consulting with a licensed physician or mental health professional should you require physical or mental health care or should you desire to use, or stop using, any prescription medication. You also agree that you will not hold Provider liable for any harm that may result from your failure to consult with a licensed physician or mental health professional or your failure to follow such professional’s advice.
6. Personal Responsibility. You understand and agree that you are solely responsible for your own physical and mental health and all decisions in your healing journey come with a degree of uncertainty. Accordingly, you understand and agree to all of the following:
7. You voluntarily assume any risks associated with healing sessions, whether or not you are aware of any specific risk.
8. Provider’s alternative healing services may lead to the processing of unpleasant or negative feelings and you may experience emotional discomfort. You will plan accordingly before attending any healing session.
9. Alternative healing services may involve the use of magnets; prior to any in-person session, you will inform Provider if you have a pacemaker, hearing aid, or any other medical device that may be adversely affected by the use of magnets.
10. Prior to any healing session, you will inform Provider of any physical or mental health issue that may be affected by the healing process.
11. No Guarantee. Your healing journey involves many factors and everyone’s experience is different. Therefore, Provider cannot and does not make any promises or guarantees regarding:
12. The validity of the healing modalities used;
13. Your ability to experience healing or recover from any problem; or
14. Any outcome or results you may expect or hope for.

Therefore, you agree that you will not hold Provider liable for your failure to experience any specific outcome or result.

1. Privacy and Confidentiality Policies. Healing modalities work best when you and Provider can trust one another and be honest about your healing journey, and when your privacy and confidentiality are protected. Accordingly, you understand and agree to all of the following:
2. Provider will take reasonable steps to ensure the privacy and confidentiality of all information you may provide during your purchase and scheduling process, and during healing sessions. Except as provide in Paragraph 9, below, Provider will not disclose your information to any third party without your expressed written consent.
3. You are responsible for ensuring that you are in a safe and private location for any healing sessions held via telephone or videoconference. You understand that Provider has the authority to end a session prematurely if they have reason to believe that you are not in a sufficiently safe or private location.
4. If you desire to record any session conducted by phone or videoconference, you may do so after you notify Provider of your intent to record. You are solely responsible for the storage and security of any such recordings.
5. Privacy and Confidentiality Limitations. There is no legally privileged relationship between yourself and Provider. Therefore, you understand that Provider may share your information or communications in the following circumstances:
6. When required to comply with a valid subpoena or order from law enforcement, a government agency, or a court of competent jurisdiction;
7. When Provider forms a reasonable suspicion that you may be engaged in child abuse, elder abuse, or human trafficking; or
8. When Provider forms a reasonable suspicion that you may be in imminent danger, or about to cause harm to yourself or others.
9. Electronic Communications. Please be aware that any communications via electronic means (such as text, email, messenger app, cell, landline, or videoconference) may not be secure and may be subject to interception by unwanted people or disclosure by third-party platforms. Thus, you will not hold Provider liable for any breach of third-party platforms or software, or for any disclosure by third-party platforms that is outside Provider’s control. Please notify Provider if there are one or more electronic means of communication that you prefer not to use.
10. Social Media Policy. You understand that Provider may be active on social media. If you decide to make a “friend” or similar connection with Provider on any social media platform, you do so with the understanding that your identity or contact information might be revealed through the settings that various social media platforms use to share posts and connect people. You acknowledge and voluntarily accept this risk, and you will not hold Provider liable for any violations of your privacy that may occur through social media. You also understand that you are solely responsible for your own social media activity and the privacy settings associated with your own social media accounts.
11. Intellectual Property. You understand that the Emotion Code™, The Body Code™, and other healing modalities may be the intellectual property of third party organizations, including but not limited to Discover Healing, Inc. Provider uses any such modalities only with those third parties’ permission. You agree that you will not attempt to use those modalities to help any other person with healing unless you first complete a certification process and obtain the appropriate organization’s written permission. Additionally, this Informed Consent is proprietary and is specifically designed to protect you and Provider in the context of the services you have purchased. This Informed Consent is not suitable for any other purpose and may cause legal harm if used in any other context. You may retain a copy of this Informed Consent for your own records. You will not copy, modify, use, give, or sell this Informed Consent for any other reason.
12. Liability Waiver. You agree that you will not hold Provider liable for any injury, illness, damages, harm, or losses of any kind that you might incur as a direct or indirect result of you purchasing or participating in healing sessions. You further agree to indemnify and defend Provider against any claims made by any person other than yourself for damages that you may cause as a direct or indirect result of you purchasing or participating in healing sessions. This waiver and indemnity binds your successors and assigns, and extends to Provider’s successors and assigns.
13. Liquidated Damages. You agree that, to the extent allowed by law, should you prevail in any action against Provider for any damages notwithstanding the liability waivers contained herein, then your sole remedy as compensation for such damages is a refund of any amount(s) paid for the healing sessions. Such a refund will be considered liquidated damages.
14. Dispute Resolution. Should any actual or perceived dispute arise from your purchase of, or participation in, any healing sessions, you Provider agree to the following procedures to resolve the dispute:
15. You and Provider first will attempt to resolve the dispute though a personal conversation.
16. If the dispute cannot be resolved by personal conversation, then you and Provider will engage in mediation with a qualified and mutually acceptable mediator.
17. If the dispute cannot be resolved by personal conversation or mediation, then litigation will be a last resort only and the prevailing party in litigation will be entitled to reimbursement of all reasonable costs and fees. Any such litigation must be filed in the State of Idaho.
18. Minors. If any minor is to participate in any healing session, that minor’s parent or legal guardian must agree to this Informed Consent. By agreeing to this Informed Consent, you represent that you are an adult and/or that you are the parent or legal guardian of the minor who will participate in a healing session. Provider may terminate services without a refund if they have reason to believe a minor is participating in healing sessions without proper consent.
19. Failure to Enforce. Any failure by any party to enforce any provision in this Informed Consent will not be deemed a waiver of the right to enforce that provision.
20. Severability. Should any term of this Informed Consent be adjudicated invalid for any reason, it is the intent of all parties that all remaining terms shall, to the extent practicable, remain in effect. Further, the parties intend that, to the extent practicable, the terms of this Informed Consent should be interpreted so as to be valid and enforceable.
21. Choice of Law. This Informed Consent shall be interpreted under the laws of the State of Idaho without regard to conflict-of-law provisions. Any action to enforce any portion of this Informed Consent must be brought in the State of Idaho. All parties consent to the jurisdiction of the state and federal courts in the State of Idaho.
22. Entire Agreement. This Informed Consent shall constitute the entire agreement between the parties. No amendment shall have effect unless made in writing and signed by both parties.