



MIND YOUR HEALTH

1166 50th street

Brooklyn New York

347-365-5178

marc@marctornek.com

Client Application and Consent form

NAME _____

ADDRESS _____

PHONE # _____

EMAIL ADDRESS: _____

AGE _____

CHIEF COMPLAINT: _____

HOW LONG HAVE YOU HAD IT? _____

HOW DID IT START? _____

WHAT DO YOU THINK CAUSED IT? _____

HAVE YOU HAD THIS BEFORE? _____

IF SO WHEN? _____

HOW OFTEN? _____

HAVE YOU HAD MEDICAL ADVICE? _____

WHAT WAS YOUR TREATMENT? _____

WHAT MAKES IT BETTER OR WORSE? _____

CAN YOU DESCRIBE THE PROBLEM? _____

WHERE EXACTLY IS THE PROBLEM? _____

HEAD _____

EYES _____

EARS _____

NOSE _____

MOUTH _____

THROAT _____

STOMACH _____

ABDOMEN _____

BOWELS _____

URINATION _____

NECK _____

GLANDS _____

BACK _____

ARMS _____

LEGS _____

SLEEP _____

HOW DO YOU FEEL GENERALLY? _____

YOUR COMMON ENERGY LEVEL? _____

MOOD _____

DEPRESSED? _____

IRRITABLE? _____

ANGRY? _____

ANXIETY? _____

FEARFUL? _____

EXCITABLE? _____

DESPAIR? _____

AFFECTIONATE? _____

WHINY? _____

ANY OTHERS? _____

DULL? _____

CONFUSED? _____

CONCENTRATION? _____

OVERACTIVE MIND? _____

IS MEMORY AFFECTED? _____

ANY OTHERS? _____

HAVE YOU MOVED RECENTLY? _____

CHANGED YOUR JOB? _____

SUFFERED TRAUMA MENTAL OR PHYSICAL? _____

DESCRIBE ANY CHILDHOOD PROBLEMS: _____

DESCRIBE ANY EVENTS YOU ARE DISSATISFIED WITH: _____

MOVING? _____

JOB? _____

MARRIAGE? _____

FAMILY? _____

RELATIONSHIPS? _____

ARE ANY OF THE ABOVE PROBLEMS CHRONIC? _____

PLEASE ADD ANYTHING NOT COVERED YOU WOULD LIKE TO MENTION? _____

Health History Questionnaire

Name: _____
 Date: _____ Birthdate: _____
 Place of Birth: _____
 Sex: Male Female Height: _____ Weight: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Work Phone: () _____
 Home Phone: () _____
 Fax Number: () _____
 WHO Referred You To Us? _____
 Please List Known Diagnoses/and or Diseases: _____

 List Your Personal Health GOALS: _____

Check The Number of Courses of Antibiotics Taken:

Less than 5 5-10 More Than 10

Please Check All That Apply:

- I have been diagnosed with Heart Disease.
 I have a family history of Heart Disease.
 I wear a Pacemaker

SOC Index - Suppression and Obstruction to Cure Index

| | |
|---|--|
| No. or Organs Removed (Includes Teeth) | |
| No. of Synthetic Drugs Used (Includes Prescription Medications) | |
| Amount of Smoking Per Day (Number of Cigarettes, Cigars, Etc.) | |
| No. of Steroid Type Drugs Used in the Last Year | |
| No. of Mercury Amalgam Fillings Current of Present. | |
| No. of Street Drugs Used Monthly (Includes Recreational Chemicals) | |
| No. of Known Allergies (Foods, Skin and Inhalants) | |
| No. of Unresolved Mental Factors (Stuck or Unresolved Emotions) | |
| I Am Responsible for My Body 0-Minimum 10-Maximum | |
| Amount of Fat In Diet, As Percent/10 incl. Processed Foods | |

Orthopedic History: (Please Check All Past Injured Regions

Including Surgeries, Type & Date) EXPLAIN Circle R-Right L-Left

- Head _____
 Neck (Cervical) _____
 TMJ _____
 Shoulders R/L _____
 Elbows R/L _____
 Hands R/L _____
 Wrists R/L _____
 Thoracic Spine _____
 Lumbar Spine _____
 Hips R/L _____
 Pelvis R/L _____
 Knees R/L _____
 Ankles R/L _____
 Feet R/L _____
 OTHER: _____

***For Females Only:** (Please Circle & Explain)

Are You Currently Pregnant? **Y** **N**

Are You Currently Nursing? **Y** **N**

Are You Currently on Progesterone/Estrogen Therapy?

Y **N** (Type) _____

Have You Ever Had Any Abortions? **Y** **N** (Optional)

If Yes, How Many? _____

Are You Currently Using Birth Control? **Y** **N**

What Type? _____

Amount of Kg. Overweight _____

| | |
|--|--|
| Personal Stress 0-10 (10-Maximum) | |
| Number of Sugar Type Products or Processes Foods Per Day | |
| Number of Exercise Sessions Per Week (Min. 20 minutes with HR about 100 BPM) | |
| Number of Alcoholic Drinks Per Day (not over 3/day for men; 2/day for women) | |
| Number of Cups of Coffee, or Tea per Day or any Caffeine Products | |
| No. of Extreme Toxic Exposures per Year Radiation, Pesticides, Insecticides, Etc. | |
| Number of Major Injuries in the Past Physical & Emotional Traumas | |
| Number of Major Infections in the Past or Present | |
| Number of Glasses or Water or Natural Fruit Juice per Day | |
| How Many Kilos Overweight 2.2lb=1 kilogram, as Seen by Client | |



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User Agreement regarding Mind Your Health Services

This is a legal agreement between you the *Customer* and MIND YOUR HEALTH or MARC TORNEK hereinafter referred to as *Consultant*, and states the terms that govern your use of the *Consultant's* and any services or information provided to you by *Consultant*. By using this Service, and/or by receiving services or information provided by *Consultant*, you agree to comply with and be bound by these Terms of Use (this *Agreement*). This Agreement is subject to changes, updates and additional terms, rules and policies. You agree to be bound to any changes to this Agreement when you use this Service or receive any services or information from *Consultant* after the changes are posted. **IF YOU OBJECT TO ANY TERMS OF THIS AGREEMENT OR ANYTHING IN THIS SERVICE, DO NOT USE THIS SERVICE. DO NOT RECEIVE OR ACCEPT ANY SERVICES OR INFORMATION FROM CONSULTANT.**

Services of Consultant

Consultant is a Life Coaching and Homeopathic resource to obtain advice on common life issues. Services offered through these Services are limited to providing a response containing advice to the average adult, on issues such as handling stress, marital problems, employment matters, family disputes and the like (the *Services*). Only adult *Customers* (18 years or older) may use the Services or must have a guardian present. The Services will be provided by *Consultant*.

THE CONSULTANT IS NOT A LICENSED PSYCHOLOGIST, MENTAL HEALTH COUNSELOR, SOCIAL WORKER, MARRIAGE OR FAMILY THERAPIST, OR DOCTOR. CONSULTANT'S SERVICES DO NOT INCLUDE EVALUATION, ASSESSMENT, DIAGNOSIS, TREATMENT OR PREVENTION OF ANY EMOTIONAL OR MENTAL DISORDERS OR BEHAVIORS. IF YOU HAVE AN EMERGENCY YOU SHOULD CALL 911 OR CONTACT A LICENSED MENTAL HEALTH PROFESSIONAL.

If you are an adult over the age of 18 and wish to use this service and to receive any Services or information from *Consultant*, which includes, without limitation, your providing personal and private information for the purposes of engaging *Consultant* to provide Services to you, please read this Agreement and indicate your acceptance by signing your Name where indicated in the box below. **IF YOU DO NOT AGREE TO THE TERMS IN THIS AGREEMENT, DO NOT SIGN AND DO NOT USE THIS SERVICE. DO NOT RECEIVE OR ACCEPT ANY SERVICES OR INFORMATION FROM CONSULTANT.** *Consultant* may refuse you services to this service if you fail and/or refuse to comply with any part of this Agreement. If this Agreement between you and *Consultant* terminates, the provisions of this Agreement intended to survive termination still will remain in effect. In the event that this Agreement is inconsistent with a subsequent Agreement entered into between you and *Consultant*, the terms of the subsequent Agreement shall control.

Eligibility and Security

Your use of this service is void where prohibited. *CONSULTANT* SHALL USE REASONABLE EFFORTS TO PROTECT INFORMATION YOU SUBMIT IN CONNECTION WITH THIS SERVICE, BUT YOU ACKNOWLEDGE AND AGREE THAT YOUR SUBMISSION OF SUCH INFORMATION IS AT YOUR SOLE AND EXCLUSIVE RISK, AND *CONSULTANT* SHALL NOT HAVE ANY LIABILITY TO YOU FOR ANY LOSS OR DAMAGE RELATING TO DISCLOSURE OF SUCH INFORMATION.

Customer Acknowledgement

The *Customer* hereby acknowledges and agrees that:

1. *Consultant's Advice*

Consultant has no formal education, training or experience in the evaluation, assessment, diagnosis, treatment and prevention of emotional and mental disorders and behaviors. *Consultant* is not a licensed psychologist, mental health counselor, social worker, marriage or family therapist, or doctor. **At no time is *Customer* recommended to Discontinue Medical Care or Medication use.**

2. *Consultant's Services* do not include evaluation, assessment, diagnosis, treatment or prevention of any emotional or physical or mental disorders or behaviors.

3. The Services provided by *Consultant* are limited to providing counsel sessions to a question or issue posed by a *Customer* who has paid in advance for the Services.

4. The advice provided in this service is for informational purposes only. *Consultant* does not warrant the accuracy, completeness or quality of any information contained owned or maintained by third parties.

Customer's Responsibilities, Representations and Warranties

1. The *Customer* shall not request from *Consultant* any evaluation, assessment, diagnosis, treatment or prevention of any emotional or physical or mental disorders or behaviors.

2. In the event of any emergency, the *Customer* shall dial 911 or contact a licensed mental or medical health professional.

3. The *Customer* shall not provide any confidential or private information to *Consultant*. The *Customer* fully assumes the risk of disclosure of any confidential or private information provided to *Consultant*.

4. The *Customer* shall pay for the Services in advance.

Consultant's Rights

Consultant reserves the right to remove, block and/or delete your information from its database without warning if you violate this Agreement. *Consultant* reserves the right to take any action that *Consultant* deems in its sole and absolute discretion reasonably necessary or appropriate to enforce and/or verify your compliance with any part of this Agreement and to cooperate with any legal process relating to your use of the Website, and/or to investigate a third party claim that your use of the Website is unlawful and/or infringes such third party's rights. You agree that *Consultant* has the right, without liability to you, to disclose any information you provide to any third party, as *Consultant* deems, in its sole and absolute discretion, reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement, to cooperate with any legal process relating to your use of the Website, and/or to investigate a third party's claim that your use of the Website is unlawful and/or infringes such third party's rights. *Consultant* reserves the right to reject and refuse to accept any information you provide, and to delete, remove or edit any information you provide any time, for any reason, in *Consultant's* sole and absolute discretion and without prior notice or liability. *Consultant* reserves the right, in its sole and absolute discretion, to restrict, suspend, or terminate your access to all or any part of the Website at any time, for any or no reason, with or without prior notice, and without liability. You agree that *Consultant* may store and use the information you provide (including PayPal account information) for its own use in maintaining your account and billing fees to your PayPal account.

Consultant's Content

Consultant owns and retains all proprietary rights in this service, which contains copyrighted text, information, video recordings, audio recordings, works of authorship and images created by or on behalf of *Consultant*, trademarks, and other proprietary information and intellectual property of *Consultant* and its licensors (*Consultant Content*). Except for that *Consultant Content* which is in the public domain, for which *Consultant* or its licensors have given you express written permission, you may not license, transfer, copy, modify, publish, transmit, distribute, display, or sell any such *Consultant Content*.

Authorization, License and Release

You unconditionally authorize and grant *Consultant* the non-exclusive authority, right and license to You forever release, on behalf of yourself, your heirs and your personal representatives, *Consultant* and its shareholders, officers, directors, agents, representatives, employees, assigns, affiliates, successors and any person or entity in privity therewith, of and from any and all claims, lawsuits, damages and actions that you could assert in the future arising from or relating to this Authorization, License and Release including, without limitation, claims for royalties, trademark/copyright infringement, defamation, libel, slander, emotional distress, false light, invasion of right to privacy, infringement on the right to publicity, attorney's fees, compensatory damages and punitive damages.

Copyright Policy

You may not post, publish, distribute, display or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior written consent of the owner of such proprietary rights. If you believe that your work has been copied and posted on the Website in a way that constitutes copyright infringement, please provide *Consultant* with the following information: an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; a description of the copyrighted work that you claim has been infringed; a description of where the material that you claim is infringing is located on the Website; your address, telephone number, and email address; a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; a written statement signed by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Electronic Signatures and Payment

Your use of this service includes the ability to enter into agreements and/or to make purchases electronically. You acknowledge that your electronic submissions constitute your agreement and intent to be bound by and to pay for such agreements and purchases. You agree to pay for any and all services you purchase through this Service, and that *Consultant* may charge your PayPal account for any services you purchase, and for any additional amounts (including any taxes and late fees, as applicable) as may be incurred by or in connection with your account. YOU ARE RESPONSIBLE FOR THE TIMELY PAYMENT OF ALL FEES AND FOR PROVIDING CONSULTANT WITH VALID PAYPAL ACCOUNT DETAILS FOR PAYMENT OF ALL FEES. All fees will be billed to the PayPal account you designate. If there is a change in your PayPal account or status, you must change your PayPal account information contained in your account. *Consultant* may disable or terminate your account until it verifies the validity of the new PayPal account information. Fees and availability of any service are subject to change at any time.

Legal Compliance

The Website/Service is controlled and operated by *Consultant* from his/her offices in the United States. You agree to comply with all local, state, federal, and national laws, statutes, ordinances, and regulations that apply to your use of the Website/Service.

DISCLAIMERS

CONSULTANT DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THIS SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, AND YOU AGREE THAT CONSULTANT MAY DISABLE THIS SERVICE INDEFINITELY OR PERMANENTLY WITHOUT NOTICE TO YOU. YOU EXPRESSLY AGREE THAT YOUR USE OF, OR INABILITY TO USE, THIS SERVICE IS AT YOUR SOLE RISK. THIS SERVICE, AND ANY PRODUCTS AND/OR SERVICES PROVIDED THROUGH MIND YOU HEALTH ARE PROVIDED AS IS AND WHEN AVAILABLE FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND EXCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CONSULTANT DOES NOT GUARANTEE, REPRESENT, OR WARRANT THE QUALITY, MERCHANTABILITY, FITNESS, APPROPRIATENESS, SAFETY OR NECESSITY OF THE INFORMATION ON THIS SERVICE OR OF THE SERVICES YOU MAY REQUEST. YOU EXPRESSLY AGREE THAT THE INFORMATION PROVIDED ON THIS SERVICE AND THE SERVICES, OR CONSULTANT'S INABILITY TO PROVIDE THE SERVICES, IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED "AS IS" AND "WHEN AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND EXCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, THE ABOVE EXCLUSION OF IMPLIED WARRANTIES MAY NOT APPLY TO YOU.

Limitation of Liability

In no event shall *Consultant*, his/her employees, representatives, affiliates, agents, contractors, licensors, successors or assigns be liable for any direct, indirect, incidental, punitive, special, or consequential damages arising from your use of Mind Your Health/Marc Tornek or for any other claim related in any way to your use of this service, even if *Consultant* knows of the possibility of such loss or damage. In no event shall *Consultant*, his/her employees, representatives, affiliates, agents, contractors, licensors, successors or assigns be liable for any direct, indirect, incidental, punitive, special, or consequential damages, including, without limitation, personal injury, wrongful death, disability, pain and suffering, lost wages, lost profits or revenues, arising from your use or receipt of the Services or any services provided by a third party in relation thereto, even if *Consultant* knows of the possibility of such loss or damage. In no event shall *Consultant's* liability to you exceed the total price you pay to *Consultant* for the Services causing the claimed loss or damage. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, *Consultant's* liability shall be limited to the extent permitted by law. Your obligations under this paragraph shall survive the termination or cancellation of this Agreement.

BIOFEEDBACK CONSULTATION WAIVER

1. I fully understand that the attending therapists are not allopathic doctors (M.D.'s), but are nutritional, wellness consultants and are Biofeedback Specialists.
2. I fully understand the difference between the practice of allopathic medicine, nutritional wellness consulting and Biofeedback.
3. I fully understand that the services provided by the attending therapists are not Allopathic, but are nutritional, behavioral, or biofeedback in nature.
4. I fully understand that the attending therapists perform their services within the parameters of a natural health care and wellness system using Biofeedback and Stress Reduction.
5. I fully understand that the attending therapists do not offer allopathic drugs, Surgery or chemical stimulants or radiation therapy. I understand that illness is not being diagnosed nor treated and that my wellness and stress are being Measured.
6. I have solicited the attending biofeedback therapist's services in good faith, Exercising my free will and following the dictates of my own conscience Which allows me to select what I understand is most beneficial to my health.
7. If I desire any services not provided by the attending Biofeedback therapists, Which is my prerogative, I fully understand that I could seek them elsewhere.
8. I presently seek counsel, advice, opinions, Biofeedback or points of view and/or programs within the scope of the attending therapists' wellness and stress reduction practice.
9. I fully understand that the services provided by the attending therapists are not Generally accepted and/or recommended by allopathic doctors or other Conventional health professionals.
10. I hereby release the Biofeedback technician to do Biofeedback tests and treatments.

Release and Indemnity

By using this Website/Service, you and on behalf of your spouse, domestic partner, heirs, executors, personal representatives, successors and assigns, agree to release *Consultant*, his/her employees, representatives, affiliates, agents, contractors, licensors, successors, assigns and any person and entity in privities therewith from and against any and all claims for costs, expenses, negligence, personal injuries, malpractice, wrongful death, property damage, lost wages, lost income, attorney's fees, compensatory damages, consequential damages and punitive damages, arising out of arising from or relating to, whether directly or indirectly, in whole or in part, your breach of this Agreement, your use of the Website, any act or omission by *Consultant* with respect to the Services or by any person or entity providing services to you in referral from *Consultant*. The *Customer's* obligations under this paragraph shall survive the termination or cancellation of this Agreement. You and on behalf of your spouse, domestic partner, heirs, executors, personal representatives, successors and assigns, agree to indemnify, defend and hold harmless *Consultant*, his/her employees, representatives, affiliates, agents, contractors, licensors, successors, assigns and any person and entity in privities therewith from and against any loss, liability, claim, or demand, including reasonable attorneys' fees, made, alleged or asserted by any third party due to, arising from or relating to, whether directly or indirectly, in whole or in part, your use of the Website, whether in violation of this Agreement or otherwise, any act or omission by the *Customer* or the *Customer's* breach of this Agreement. The *Customer's* obligations under this paragraph shall survive the termination or cancellation of this Agreement.

Notices

Consultant may send you a notice by sending an email message to the email address listed in your registration or contact information or by sending a letter via United States postal mail to the contact address listed in your registration or contact information. Notices shall become effective immediately.

Governing Law, Venue, Jurisdiction and Mandatory Arbitration

The laws of the State of New York, excluding its conflicts of law rules, govern this Agreement and your use of this service. Your use of this service may also be subject to other local, state, national, or international laws. Any dispute under this Agreement shall be required to be resolved by binding arbitration of the parties hereto. If the parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.

Miscellaneous

This Agreement constitutes the entire agreement between you and *Consultant* and governs your use of this service, superseding any prior agreements between you and *Consultant*. *Consultant's* failure to enforce any right or provisions in this Agreement shall not constitute a waiver of such provision, or any other provision of this Agreement. If any provision of this Agreement is found by an arbitrator or court of competent jurisdiction to be invalid, the other provisions will remain in full force and effect.

I AGREE TO THE FOREGOING USER AGREEMENT. (All Six Pages)

Name: _____

Signature: _____

Date: _____