



MEMBER # _____

(A Private Healthcare Membership Association)

MEMBERSHIP CONTRACT

I, _____ (the Member), have applied for membership in The Lotus Be Well Association, a private healthcare membership organization. By signing this membership contract (the "Agreement"), I accept the offer to become a member of The Lotus Be Well Association and certify that I have read and agree with Lotus Be Well Association's Articles of Association and Bylaws, which are incorporated into and made part of this Agreement by reference.

MEMORANDUM OF UNDERSTANDING

The member named above (also referred to as "I," "me," or "my" below) desires to voluntarily participate in the Association and to partake of services provided by fellow members of the Association. All activities, advice, recommendations, and services offered or provided by the Association or its members, along with my consideration, rejection or acceptance of same, are referred to as my "participation" in the Association throughout this Contract. For purposes of such participation, I have freely chosen to change my legal status as a public patient, customer, or client to a private member of the Association. I agree to join and participate in the Association, a private membership association under common law, whose members seek to help each other achieve better health and live longer with good quality of life.

I understand that fellow members of the Association who provide services, products, advice, recommendations, and care, do so in the capacity of a fellow member and not in the capacity as a licensed health care provider. I further understand that, within the association, no doctor-patient relationship exists, but only a contractual relationship between members and the Association. Any medical or healthcare records kept by the association will be strictly protected and only released upon written request of the member. However, I acknowledge that HIPAA privacy rights and complaint processes do not apply to my participation in the Association.

I acknowledge that it is entirely my own responsibility to consider any information, advice, or recommendations offered to me by my fellow members and to educate myself as to the efficacy, risks, and desirability of such information, advice, and recommendations. I further understand that the acceptance or rejection of any offered or recommended therapy, treatment, or care is my own carefully-considered decision. Any request by me to a fellow member to assist me or provide me with any evaluation, therapy, treatment, or care and my response to such request is my own free decision in an exercise of my rights and made by me for my benefit.

In consideration for being accepted as a member of the Association, I agree to assume full responsibility for any risks, injuries or damages, known or unknown, which might occur as a result of my participation. I further hereby forever release the Association, its Trustees, officers, members, agents, and each of their heirs, distributees, guardians, legal representatives, insurers, attorneys, and advisors (collectively "Releasees") from any and all actions, claims, or demands that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives may have at any point for injury, death, or property damage, arising from or related to my participation, except for harm that

results from instances of a clear and present danger of substantive evil as determined by the Association, as stated and defined by the United States Supreme Court.

In addition, I understand that, because the Association is protected by the First and Fourteenth Amendments to the U.S. Constitution, as described in greater detail in the Articles of Association, it is outside the jurisdiction and authority of Federal and State Agencies and Authorities concerning any and all complaints or grievances I may have against the Association, its Trustee(s), members, agents, employees, or related persons. I acknowledge and agree that all complaints or grievances arising out of or related to my participation will be settled by the Board of Trustees or a committee appointed by the Board of Trustees for such purposes. I agree not to bring any complaint or grievance before any other body or authority, waiving any ability I may otherwise have had to do so.

I understand and acknowledge that the Association does not participate in any medical insurance plans or collections on behalf of members, but will provide a suitable invoice for the member to pursue reimbursement by his/her insurance company, if applicable. I fully understand that services I receive through my participation in the Association might or might not be covered by my health insurance and not at all by Medicare and that the Association makes no representations regarding coverage.

I understand that the practitioners and other providers, who are fellow members of the Association, are offering me information, advice, services, and benefits that do not necessarily conform to conventional medical care. I acknowledge that member benefits do not include on-call coverage, hospital care, or the usual and customary care provided by physicians. I understand that the Association has not provided and will not provide a medical evaluation or release to me for participation and that it is my responsibility to determine whether I am fit to participate in the program, which may include consulting a physician. I understand that the decision regarding whether to consult a physician is mine alone and that the Association neither discourages nor requires such consultation in order to participate. I understand that I am responsible for monitoring my own condition throughout my participation, and should any unusual symptoms occur, I will cease my participation and determine whether to seek medical care. I affirm the goals of helping my body function better and choosing techniques that are safe and have a reasonably good chance of succeeding, acknowledging that the Association and its other members offer no guarantees. If I choose to forgo medication, surgery, or radiation that has been recommended to me by others, I fully accept the risk that I might suffer serious consequences from that choice.

My activities within the Association are a private matter that I refuse to share with the State Medical Board, the Food and Drug Administration (FDA), Federal Trade Commission (FTC), Medicare, Medicaid. All records and documents I obtain or review through my participation in the Association remain the property of the Association, even if I receive a copy of them.

I enter into this agreement of my own free will without any pressure or promise of cure. I understand that I can terminate my membership in the Association at any time. In signing this agreement, I affirm that I have read, accept, and understand this agreement in its entirety and that I understand the nature of participation in the Association.

I understand that the lifetime membership fee entitles me to receive those benefits declared by the Board of Trustees to be "general benefits" free of further charge. I agree to pay for those benefits that I receive that are declared by the Board of Trustees to be "special assessments," in accordance with the Fee Schedule.

I enclose the sum(s) below for my lifetime membership, the term of which begins on the date I sign this Agreement.

Lifetime Member Membership fee: \$_____

IN WITNESS WHEREOF, each Party to this Agreement has executed this Agreement as of the date last written below.

The Member _____ Date : _____

(signature, parent or legal guardian signature if Member is under 18 years or subject to guardianship)

Name of Member (print legibly):

Address: _____

City, State, Zip: _____

Home Phone: _____ Mobile Phone: _____

Work Phone: _____ Email : _____

Date of Birth of Member: _____

If signed by parent or legal guardian, Name and Relationship to Member:

Preferred Contact Method: home___ work___ mobile___ email___

Emergency Contact: _____ Phone: _____

----- **Office Use Below** -----

The Association – Lotus Be Well

By (signature) _____ Date : _____

Print Name: _____ Its: _____