

**Accessing Health
(A Private Wellness Membership Association)**

MEMBERSHIP AGREEMENT

Name of Applicant: _____ (please print)

I, _____, for membership fee paid in hand, do hereby apply for membership in Accessing Health, a private wellness membership association. With the signing of this membership agreement I/we accept the offer made to become a member of Accessing Health and have read and agree with the following Declaration of Purpose from Article I of Accessing Health Articles of Association.

DECLARATION OF PURPOSE

This Association of members hereby declares that our main objective is to protect our rights to freedom of choice regarding our health information and care, through maintaining our Constitutional rights.

More specifically, the mission of our Association is to regain, maintain, and to improve our health, vitality, and quality of life as well as to improve our environments, both external and internal, seeking to achieve optimum levels of wellness and increased longevity. This can be accomplished through the use of proper applications of foods, bio-nutrients, appropriate consumption of clean and vitalized waters, air and sunshine, the partaking of proper exercise and quality rest, and including the use of bio-functional testing technology, bio-energetic evaluations, and wellness enhancing modalities, methods, techniques, and technologies.

We believe that the First Amendment of the Constitution of the United States of America guarantees our members the rights of free speech, religious exercise, petition, assembly, and the right to gather together for the lawful purpose of advising and helping one another in achieving the objectives stated herein.

We believe that the goal and mission of all true healing is the gentle, rapid, and permanent restoration of the vital and physical organism and that simultaneously, the human being should seek an alignment with the Supreme Sovereign God.

We proclaim the freedom to choose and perform for ourselves the types of nutritional and energetic modalities that we think best for evaluating our health status and nourishing the normal form and function of our minds and bodies and for achieving and maintaining optimal wellness so that each individual member can better express his or her own destiny, purpose, and mission in life. We proclaim and reserve the right to utilize any and all health options including, but not limited to, alternative, homeopathic, investigational and experimental modalities, practiced or used by any type of healer or practitioner the world over, whether traditional or nontraditional, conventional or unconventional, presently known or yet to be discovered.

We believe that each member is responsible for their own health. We believe that all members have the right to make informed choices concerning matters of their own health and that of their family, and therefore the Association encourages each member to fully explore all currently available health and treatment options. We believe that it is mankind's God-given right to be able to endeavor to transform disease to a state of health. The Association will offer education to members regarding the various means that make this possible.

We further declare the right and intent of our members to select from our number those who could be expected to give wisest counsel and advice to our members concerning the foregoing knowledge and applications, to perform appropriate tests, make evaluations, recommend, and assist in the administration of certain and specific modalities for the purpose of accomplishing the objectives stated herein. It is the right of all members to learn from each other, assist each other, and to speak on these matters.

The Association will recognize any person (irrespective of race, color, or national origin) who is in agreement with the principles and policies of these Articles of Association and will provide media, digital and otherwise, through which its individual members may associate for actualizing and realizing the objectives stated herein.

MEMORANDUM OF UNDERSTANDING

I understand that the fellow members of the Association that provide education 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 contract member-member Association relationship. In addition, I have freely chosen to change my legal status as a public patient to a private member of the Association. I further understand that it is entirely my own responsibility to consider the advice and recommendations offered to me by my fellow members and to educate myself as to the efficacy, risks, and desirability of same and the acceptance of the offered or recommended program, care and products is my own carefully considered decision. Any request by me to a fellow member to assist me or provide me with the aforementioned care is my own free decision in an exercise of my rights and made by me for my benefit and I agree to hold the Trustee(s), staff and other worker members and the Association harmless from any unintentional liability for the results of such care, etc., 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.

The Trustee and members have chosen Lorraine Larzabal as the one best qualified to perform services to members of the Association and entrust him to select other members to assist him in carrying out that service.

In addition, I understand that since the Association is protected by the First and Fourteenth Amendments to the U.S. Constitution, it is outside the jurisdiction and authority of Federal and State Agencies and Authorities concerning any and all complaints or grievances against the Association, any Trustee(s), members or other staff member. All rights of complaints or grievances will be settled by an Association Committee and will be waived by the member for the benefit of the Association and its members. Because the privacy and security of membership records maintained within the Association which have been held to be inviolate by the U.S. Supreme Court, the undersigned member waives HIPAA privacy rights and complaint process. Records kept by the association will be strictly protected and only released upon written request of the member. I agree that violation of any waivers in this membership contract will result in a no contest legal proceeding against me. In addition, the Association does not participate in any medical insurance plans or collections on behalf of the member.

I agree to join 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 the providers who are fellow members of the Association are offering me advice, services, and benefits that do not necessarily conform to conventional medical care. I do not expect these benefits to include on-call coverage, hospital care, or the usual and customary care provided by most physicians. I will receive such primary and specialist care elsewhere. I fully understand that the benefits I receive from Association are probably not covered by my health insurance and not at all by Medicare.

As a member, I accept the goals of helping my body function better and choosing techniques that are both very safe and have a reasonably good chance to succeed, realizing that no evaluation technique or remedy is foolproof. If I choose to forgo drugs, 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. Other aspects of informed consent will take place in my discussions with the providers and my fellow members of the Association.

My activities within the Association are a private matter that I refuse to share with the State officials, the State Medical Board, the FDA, Medicare, Medicaid, or my own insurance company without expressed specific permission from the Association. All records and documents remain as property of the Association, even if I receive a copy of them. I fully agree not to file a malpractice lawsuit against a fellow member of the Association, unless that member has exposed me to a clear and present danger of substantive evil. I acknowledge that the members of the Association do not carry malpractice insurance.

I enter into this agreement of my own free will or on behalf of my dependent without any pressure or promise of cure. I affirm that I do not represent any State or Federal agency whose purpose is to regulate the practice of

medicine. I have read and understood this document, and my questions have been answered fully to my satisfaction. I understand that I can withdraw from this agreement and terminate my membership in this Association at any time. These pages and Article I of the Articles of Association of the Association consist of the entire agreement for my membership in the Association, and they supersede any previous agreement.

I understand that the membership fee entitles me to receive those benefits declared by the Trustee(s) to be “general benefits” free of further charge. I agree to pay as levied those benefits that I receive that are declared by the Trustees to be “special assessments”, per Fee Schedule.

I enclose the sum of twenty dollars (\$20.00) annual membership fee contract, said term beginning with the date of the signing of this contract, and by these presents do hereby certify, attest and warrant that I have carefully read the above and foregoing Accessing Health Contractual Application for Membership, and I fully understand and agree with same.

IN WITNESS WHEREOF I set my hand this _____ day of _____ 20____

Member’s Name (please print legibly) and name of legal guardian if applicant is under 18 years

Member’s Signature and Signature of legal guardian if applicant is under 18 years

Email address

Street

City, State, Zip code

Phone Number

ACCESSING HEALTH (For Office use only)

By _____

Approved and accepted this _____ day of _____, 20____.

Print, fill out, sign, and email to: Lorraine@Accessing-Health.com

To make your \$20 lifetime membership payment by PayPal use this address: Lorraine@Larzabal.net

Or mail this signed form to:

Accessing Health
3-2600 Kaunualii Hwy, Ste 1300
Lihue, HI 96766

Enclose \$20 check for lifetime membership.