

NUTRITIONAL BALANCING ACADEMY (A Private Membership Group) MEMBERSHIP AGREEMENT

I, _____, hereby apply for Membership in the NUTRITIONAL BALANCING ACADEMY, hereinafter referred to as the "Academy" - a private membership group. With the signing of this agreement I accept the offer made to become a member and I express my agreement with the following *Declaration* and *Memorandum Of Understanding*:

DECLARATION

1. This Academy of members hereby declare that our primary purpose is to protect and maintain our right to freedom of choice regarding alternative therapies, alternative modalities of treatment, health care decisions and the health improvement practices that we choose to receive - by asserting our constitutional, contractual, and civil rights.
2. As members, we affirm our belief that the Constitution of the United States guarantees all Americans, particularly members of private Academies, the right of freedom of Association, speech, assembly, belief, and associated activities. These are our inalienable rights.
3. We declare and assert the right to select those who can be expected to give the wisest counsel and advice regarding alternative therapies, alternative modalities of treatment, health care decisions and the health improvement practices and to authorize those members who are most skilled to facilitate the actual performance and delivery of health assistance and improvement methods that they and we deem appropriate. We assert these rights under the Federal and State Constitutions, Federal and State law and the statutes and regulations interpreting them.
4. We claim our freedom to choose and accept for ourselves the types of health care modalities that we think are best for determining the cause and correction of our health challenges. We do this in order that we might achieve optimal health and well-being. We reserve the right to include traditional, non-traditional or even unconventional health care options, plus other healing modalities or techniques used by health care professionals anywhere in the world that our member-facilitators choose to deliver - with our approval.
5. More specifically, our mission is to provide members with the highest quality health care available. Our concern is for the whole person - body, mind, and spirit. We strive to stay on the leading edge of new and better health technologies.
6. This Academy recognizes all persons as members, without respect to race, creed or religion, who are in accordance with our principles and policies. Membership is for the lifetime of this Academy.

MEMORANDUM OF UNDERSTANDING

I understand that those members of the Academy that provide services or advice do so in the capacity of fellow member-facilitators in a private manner and not in the capacity as public health-care providers. I understand that within the Academy no Public-Doctor-Patient or Public-Therapy-Client relationship exists. Within the Academy, I freely choose to change my legal status from that of a Public Health-Care Recipient, to that of a Private Membership Academy care recipient. I realize that in doing so I relinquish certain Federal and State protections and privileges. I understand that it is my personal responsibility to evaluate the services offered and to educate myself as to efficacy, risks, or desirability. I agree that the actions I take, in this regard, are my own free-will decisions. If I am accepted for membership, I will exercise my rights for my own benefit and agree to hold harmless the Academy and member-facilitators from any unintentional liability that might result from the advice or services I receive, except for the harm that could remotely result from an instance of "a clear and present danger of substantive evil" - as determined by the Academy and as defined by the United States Supreme Court.

I understand and accept that, since the Academy is protected by the First, Ninth and Fourteenth Amendments to the United States Constitution, it is exempt from any action of Federal and State agencies entrusted to "protect the public" – as it relates to any complaints or grievances against the Academy, its physical premises or equipment, its Trustees, member-facilitators or other associated staff or consultants. All complaints or grievances will be settled by non-judicial mediation, within the Academy. Also, those membership and private member records kept by the Academy are strictly protected and can only be released upon written request of the subject member.

I agree that I am joining this Private Membership Academy under the common law. I understand that members seek to help each other achieve and sustain better health. I accept that the facilitators, and other health-care providers, who are fellow members, offer advice, services, and benefits that are not necessarily conventional or traditional.

As a Member, my goal is to accept those health and wellness services that I feel will truly help me. I will choose procedures that I consider proper and have a reasonable chance of making my health and life better. I realize that no health screening, resulting conclusions or health care services are foolproof. For example, if I choose to forego drugs, surgery or treatments that have been recommended by others, in the public sector, I accept that risk. I assert my right of informed consent.

My activities within the Academy are a private matter and I refuse to share them with any Federal or State regulatory enforcement agency, medical board, FDA, Medicare or Medicaid. The health and/ or sickness records that I have shared with other members remain the property of the Academy. I, in becoming a member, agree not to file malpractice, civil or criminal lawsuits against a fellow member, unless that member exposes me to a clear and present danger of substantive evil. I further agree that all Academy members are exempt from the provisions of any state Medical Practices Act, Federal Food Safety Modernization Acts, Codex Alimentarius or any similar federal or state legislation.

I enter into this agreement of my own free will, or on behalf of a designated dependent, without any pressure or promise of benefit. I affirm that I do not represent any state or federal agency whose purpose is to regulate the practice of medicine or any other health care system. I accept that membership does not entitle me to any voting interest in the Academy. I acknowledge I am not liable for any debts, liabilities, suits or judgments against the Academy.

I have read and understand this contract and any questions I had were answered fully to my satisfaction. This document consists of my entire agreement for membership and it supersedes any previous agreement I may have made.

I understand that my membership fee entitles me to receive those benefits declared by a Trustee to be general benefits, free of further charge. I also agree to pay, as levied, for those benefits that I request and receive that are declared to be special assessments, as per a posted fee schedule.

I understand that \$10.00 of my initial consultation fee is for consideration for my membership, but *this fee has been waived by the Academy*. The term of membership begins with the date of the signing and acceptance of this agreement and continuing until the dissolution of this Academy. By these presents I do certify, attest, and warrant that I have carefully read this application for membership and I fully understand and agree with all of the provisions stated herein.

IN WITNESS WHEREOF I set my hand on this the ___ day of _____, 20__

Print Applicant's Name: _____

Applicant's Signature: _____