



(A Private Membership Association)

## PRIVATE MEMBERSHIP AGREEMENT

I, \_\_\_\_\_, for membership fee paid in hand, do hereby apply for membership in Operation Heal the Nations PMA, a private membership organization. With the signing of this membership agreement, I/we accept the offer made to become a member of Operation Heal the Nations PMA and have read and agree with the following Declaration of Purpose from Article I of Operation Heal the Nations PMA's Articles of Association.

1. This Association of members hereby declares that one of our objectives is to maintain and improve the civil rights, constitutional guarantees, and political freedom of every member and citizen of the United States of America. We believe and affirm that the Constitution of the United States is one of the best documents ever devised by man, and the signers of the Declaration of Independence did so out of love for their country.
2. We believe that the First Amendment of the Constitution of the United States of America guarantees our members the rights of free speech, petition, assembly, right to contract, and the right to gather together for the lawful purpose of advising and helping one another in asserting our rights under the federal and state constitutions and statutes. We strive to maintain and improve the civil rights, constitutional guarantees, freedom of choice in health care and political freedom of every member of this Association.

IT IS HEREBY Declared that we are exercising our right of "freedom of association" as guaranteed by the First and Fourteenth Amendments of the U.S. Constitution and equivalent provisions of the various state constitutions. This means that our Association activities are restricted to the private domain only.

3. We declare the basic right of all of our members to select spokesmen from our number who could be expected to give wisest counsel and advice concerning the need for physical and mental health care assistance and to select from our number those members who are the most skilled to assist and facilitate the actual performance and delivery of care.
  
4. We proclaim the freedom to choose and perform for ourselves the types of therapies and modalities that we think best for assessing and preventing illness of our minds and bodies and for achieving and maintaining optimum wellness. We proclaim and reserve the right to include health options that include, but are not limited to, cutting edge modalities and therapies practiced or used by any types of healers or therapists or practitioners the world over, whether traditional or nontraditional, conventional or unconventional.
  
5. Specifically, the mission of our Association is to provide members with the most effective methods available. We emphasize eliminating the root cause of our members' health condition, and focus on eliminating the sources of the disease not merely the symptoms experienced. Our Association understands that wellness has many dimensions and strives every day to stay on the leading edge of new technology. The Association provides comprehensive, complementary, alternative care and advanced technologies for many aspects of a member's health and wellness. More specifically, the membership program will consist of two phases broken into a Preparatory Phase and a Final Phase. The Preparatory Phase will consist of instructions on tasks to do on your own to help prepare your body and your home for the Final Phase. The Final Phase will consist of in-person service by our proprietarily trained staff to detoxify the body and the home environment. These phases must be completed in their entirety in order to achieve the maximum effect of restored health.
  
6. The Association will recognize any person (irrespective of race, color, or religion) who is in agreement with these principles and policies as a member, and will provide a medium through which its individual members may associate for actuating and bringing to fruition the principles and purposes heretofore declared.

### **MEMORANDUM OF UNDERSTANDING**

I understand that the fellow members of the Association that provide products, education, nutritional counseling and care do so in the capacity of a fellow member. The proprietary

processes and modalities that we are executing do not yet have any licensure process established because they are cutting edge. 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 effectiveness, risks, and desirability of same and the acceptance of the offered or recommended therapy and care, etc. is my own carefully considered decision. Any request by me to a fellow member to assist me or provide me with the aforementioned therapy and care, etc. 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 Trustees have chosen the persons best qualified to perform health services to members of the Association and members entrust them to select other persons to assist them in carrying out those services.

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 persons. All rights of complaints or grievances will be settled internally by an Association Committee and any other outside source to settle a grievance will be waived by the member for the benefit of the Association and its members. Because the privacy and security of medical and health 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. Medical 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 any doctors, nurses, and other providers and practitioners 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 the Association might or might not be covered by my health insurance and not at all by Medicare.

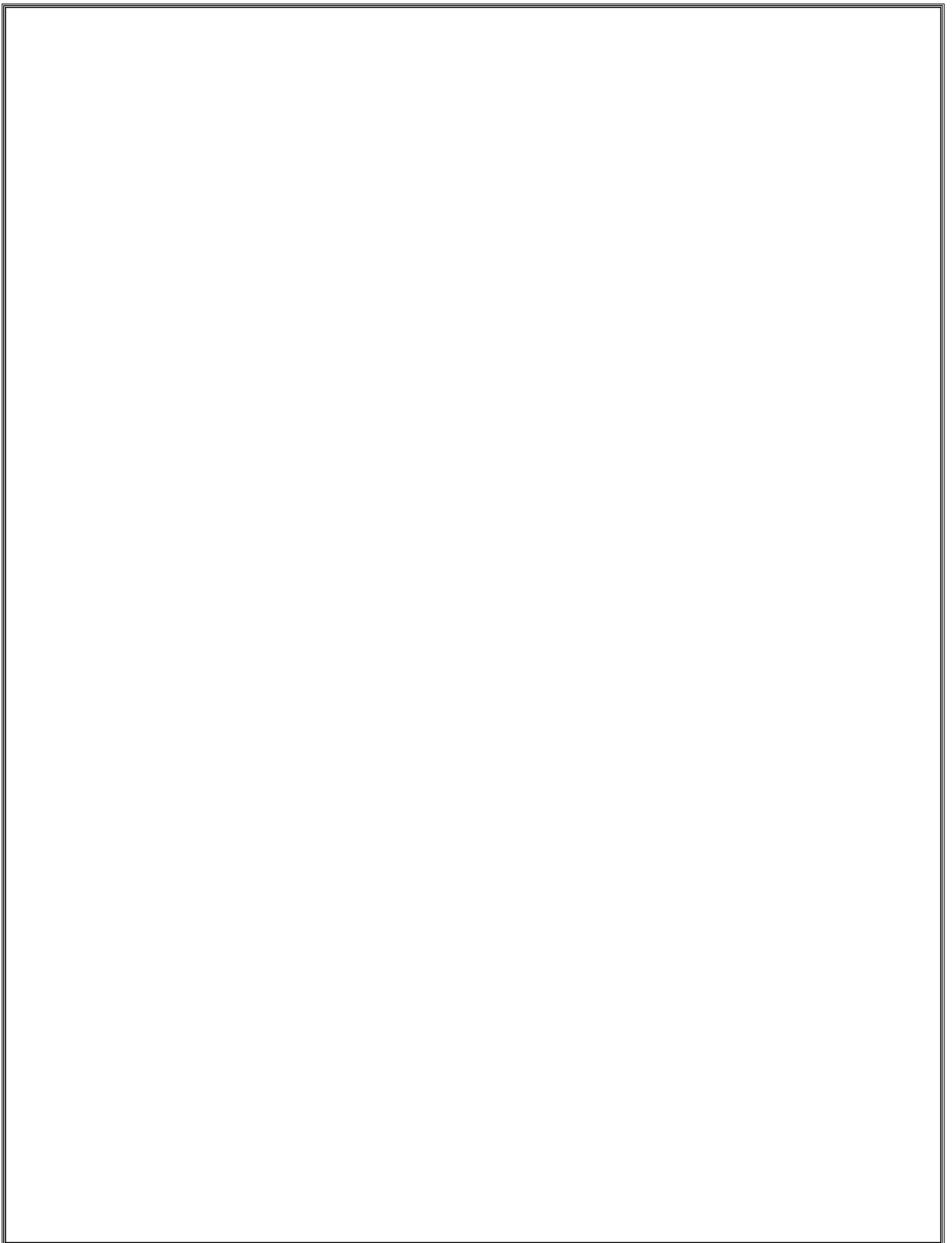
As a member, I accept the goals of helping my body function better and choosing techniques that are both very safe and have a reasonably good chance to succeed, realizing that no technique is foolproof. If I choose to forgo drugs, surgery, or radiation that has been recommended to me by others, this is my choice and I fully accept any effects that comes from that choice.

My activities within the Association are a private matter that I refuse to share with the State Medical Board, the FDA, Medicare, Medicaid or my own insurance company without my expressed specific permission. 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 and with the understanding that no medical methodology has a 100% guarantee of success. 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, understanding that if I do there will be no refunds and I can no longer receive any services from this Association. 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 Fifteen Dollars (\$15.00) as consideration for my one-time lifetime membership 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 Operation Heal the Nations PMA's Contractual Application for Membership, and I fully understand and agree with same.



IN WITNESS WHEREOF I set my hand this day\_\_\_\_\_.

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*Member's Name (Please Print Legibly) (and name of legal guardian if applicant under 18 years)*

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*Member's Signature (and signature of legal guardian if applicant under 18 years)*

**Members Address and Phone #:**

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Street

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City

State

Zip

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Home Phone # / Work Phone # / Cell Phone #

**Operation Heal the Nations PMA**

By\_\_\_\_\_

Approved and accepted this day\_\_\_\_\_.