

# **THE NUTRITIONAL BALANCING ACADEMY (A Private Membership Group) MEMBERSHIP AGREEMENT**

**EXPLANATION.** This form should not be needed. However, medical licensing boards sometimes harass those receiving holistic health information. The goal of the private member group is to protect all of us from such harassment.

\_\_\_\_\_ hereby applies for membership in the NUTRITIONAL BALANCING ACADEMY, hereinafter referred to as the “Academy” - a private membership association. 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 association of members hereby declares that our primary purpose is to maintain and protect our right as US citizens to freedom of choice in matters of our health care. This includes: a) the therapies and modalities we use, b) when and how we use them, c) where we use them, d) why we use them, and e) who administers them.
2. As members, we affirm our belief that the Constitution of the United States guarantees all Americans, particularly members of private associations, the right of freedom of association, speech, assembly, belief, and associated activities. These are our inalienable rights.
3. We claim our freedom to choose and accept for ourselves the types of health care modalities that we think are best. We reserve the right to include traditional, non-traditional or even unconventional health care options.
4. We further declare and assert the right to select whomever can be expected to give us the wisest counsel and advice, regardless of their training or licensing status.

We assert these rights under the United States national and state constitutions, national and state laws, and the regulations interpreting them.

## **MEMORANDUM OF UNDERSTANDING**

1. I understand that members of the Academy that provide services or advice do so in the capacity of fellow members in a private manner and not in the capacity as public healthcare providers. Thus, within the Academy, no public doctor-patient or public therapist-client relationship exists.
2. I freely choose to change my legal status from that of a public healthcare recipient to that of a private membership association member.
3. I understand that I am joining this private membership group under the common law and the First Amendment of the US Constitution – the right to associate freely.
4. I understand that members seek to help each other achieve and sustain better health.
5. I accept that the facilitators and other healthcare providers, who are fellow members, offer advice, services, and benefits that are not necessarily conventional or traditional.
6. I understand that it is my personal responsibility to evaluate the services offered and to educate myself as to their efficacy, risks, or desirability. I agree that the actions I take, in this regard, are of my own free-will. Thus, I 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.
7. Thus, I 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.
8. I 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 designed to “protect the public”.
9. I understand 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 officers, board of directors, Helpers, Coaches or other associated staff or consultants. All complaints or grievances will be settled by non-judicial mediation or binding arbitration within the Academy.
10. Private member records kept by the Academy are strictly private and can only be released upon written request of the subject member. The only exception is if records are subpoenaed by a warrant duly signed and specific as to date and content.
11. 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.
12. I enter into this agreement of my own free will, or on behalf of a designated dependent, without any pressure or promise of benefit.
13. 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.
14. I accept that membership does not entitle me to any voting interest in the Academy. I also acknowledge I am not liable for any debts, liabilities, suits or judgments against the Academy.
15. This document consists of my entire agreement for membership and it supersedes any previous agreement I may have made.
16. I understand that \$10.00 of my initial consultation fee is for consideration for my membership, and *this fee has been waived by the Academy*.
17. The term of membership begins with the date of the acceptance of this agreement and continues until the dissolution of this Academy or until termination of membership by the Academy if I should violate the rules herein.

Print Applicant's Name: \_\_\_\_\_

Applicant's Signature: \_\_\_\_\_

Accepted by \_\_\_\_\_ Date \_\_\_\_\_