

LIFECARE MEMBER AGREEMENT PROGRAM (AT-A-GLANCE)

*Provided by and for Members of GEMA
(Guardian Ecclesiastical Medical Association, Inc.)*

Thank you for this opportunity to assist you in your quest to achieve optimal health. We are excited about preparing for our first visit together and to inform you of your Rights and Benefits to start on this journey. Our purpose in this short introduction is to clarify the entire agreement that you will sign, by addressing some questions you may have:

What am I joining?

1. By joining The Member Lifecare Agreement Program (hereinafter called “Agreement”), as a GEMA member (hereinafter, “Member”), you become an integral part of the Guardian Ecclesiastical Medical Association, Inc. (hereinafter, “GEMA”) community, a 501(c)(3) religious/charitable non-profit organization composed of various membership types. The Member receives natural [holistic] wellness care provided by a Licensed Ecclesiastical Holistic Practitioner (hereinafter, “Practitioner”) who is licensed by GEMA and not by the State.
2. There is no charge to join as a Member of GEMA and you may cancel your membership at any time.
3. GEMA provides a holistic wellness regimen Agreement—its principle objective is to provide natural wellness care for the benefit of a full and healthy life. GEMA decided to call the plan, The LifeCare Agreement Program, based on a Biblical passage, which resonates with the belief that all people should have abundant wellness throughout their life.
4. You will not be solicited for any reason, unless you choose to join our mailing list on the GEMA website. If you choose to sign up for the mailing, you will have access to information concerning how to live a healthier lifestyle.
5. Members and Practitioners share the same beliefs, as stated in The GEMA Eight Essential Biblical Truths.
6. Your Personal Wellness Records are kept private (between the Practitioner and Member).

The long form is to ensure you that your Constitutional Rights are protected and our right to provide you with an alternative, holistic wellness journey to optimal health is also protected, and to clearly state that you are aware of the differences between State-licensed Medical Doctors (and the services they provide) vs. GEMA Practitioners (and the services they provide). We are committed to being the best option for your optimal natural wellness.

LIFECARE AGREEMENT

The Agreement is a holistic natural wellness program for [non-credentialed, non-licensed] members (hereinafter referred to as “Member”) of Guardian Ecclesiastical Medical Association, Inc. (hereinafter referred to as “GEMA”). The undersigned herein, officially applies to become a Member of the GEMA. The Agreement (hereinafter “Agreement”) has been established by GEMA to assist Members with matters that are relevant to holistic wellness of the tripartite (that is, body, mind, and spirit). As signatory of this Agreement, Member understands and agrees that he/she is also granted free GEMA membership. Upon placing his/her signature on this Agreement, the Member confirms that he/she understands and agrees to the terms of becoming a GEMA Member. Member understands the benefits and conditions of the Agreement as well as the limitations of the holistic natural wellness protocol provided by the Agreement as directed by a Licensed Ecclesiastical Holistic Practitioner (hereinafter referred to as “Practitioner”).

What GEMA Members Believe

1. We, as Members of GEMA declare the right to assemble (or congregate) as a community to choose our options of natural wellness care and to decide what options are best for us.
2. We, in accordance to the US Constitution, declare that we have the liberty and right to choose those in our community who are Licensed GEMA Practitioners, having the necessary education and experience in natural wellness, so that they may assist us as Members with Godly counsel and other wellness strategies that bring the results we wish to achieve.

NOTE: The abovementioned terms, “Licensed” are not intended to imply that a GEMA Practitioner is authorized by any US State to practice medicine or any therapeutic modality and are not to be construed as State-licensed.

3. We declare that the US Constitution as well as State Constitutions guarantee Americans certain rights; included in, but not limited to the First Amendment, which affords us the right to lawfully assemble, the right to petition, the right of free speech, the right to worship God, to choose our religious beliefs and to determine the relevance of natural wellness protocols, as provided under the laws of the Federal and State Constitutions.

NOTE: The Fourteenth Amendment of the US Constitution prohibits any US state from depriving any person of life, liberty, or property without due process of law, and guarantees all person’s equal protection of (that is, by or under) the laws.

4. We declare as licensed members of GEMA that we have the right to decide, when considering recommendations of the Practitioner as to the kind of healthcare procedures that will best assist us in improving our health. In some instances, we may suggest that a Member select practitioners of the healing arts that are of the source of allopathy (pharmaceutical medicine), naturopathy (natural

medicine), homeopathy, herbology, chiropractic, osteopathy, naprapathy (manipulation of ligaments and connective tissue), and/or other kinds of therapies not mentioned herein.

5. We, as members of GEMA, declare that we have the right to set forth requirements and standards to ensure the qualifications, educational criteria, and experience of [the] “Practitioner” before he/she may make recommendations to Members concerning to health and wellness.

NOTE: For the reason of clarity, paragraphs are identified numerically and alphabetically below.

6 a. GEMA is a non-profit 501(c)(3) religious and charitable corporation domiciled in Louisiana USA.

MISSION STATEMENT OF GEMA:

- First, the primary mission of GEMA is to inform and educate Americans and others throughout the world of the research and results of natural wellness, which is more congruous with God’s plan for humankind.
- Second, GEMA offers education and contact for members in the way of Newsletters, Webinars, Informative News Blasts, Articles, and limited-edition Training Specials.
- Third, GEMA offers an opportunity to schedule personal advice from experts in the field of Natural Wellness.

NOTE CONCERNING DONATIONS: Though GEMA offers wellness consultation services in America, it also accepts donations from anyone who wishes to help provide for the much needed supplies to be used in Third World Countries or wherever assistance is needed due to disasters. All donations given to GEMA for charitable and benevolent acts are tax-exempt as provided by law as ruled by the Internal Revenue Service of the United States, and receipts for the amount of donations will be sent to donors. For more information about the charitable donations, and the opportunity to participate, please send an email to us at: info@gemassociation.org.

7 b. The “LifeCare Member Agreement Program” is a title used to describe the program that benefits GEMA Members. Life (Gk. *zōē*) is a Greek word used frequently throughout the New Testament which has several meanings; it is sometimes a principle associated with a righteous lifestyle, and usually alludes to someone’s earthly life at the present and future life in the eternal spiritual sphere. In John’s Gospel (10:10) account Jesus said, “I have come so that you [everyone] may have life and to have it more abundantly.”

NOTE: The definition of abundant is: “Excessive, overflowing, replenishing surplus, and more than enough to the point of being extraordinary.” Out of pure hearts with God-like love (Gk. *agapē*), GEMA leaders pray that all its Members may have extraordinary lives that overflow with happiness, peace, and good health and moreover permit this overflow to reach others who are hurting.

8 c. GEMA has three types of membership:

- The first membership type is the Guardian (overseers/superintendents); Guardians serve in three separate branches (not to be confused with levels). The three branches are similar to the branches of the US Government, which are the: (i) Legislative Branch, (ii) Executive Branch, and (iii) Judicial Branch.
- The second type is the Licensed Ecclesiastical Holistic Practitioner (LEHP); these members coordinate and consult with Members who are seeking health and wellness (that is, optimal wholeness via holistic protocols).
- The third is the Member. These are the recipients of the Agreement administered by a Practitioner.

9 d. Anyone who wishes to become a GEMA Member, understands (and agrees) that neither GEMA nor the Practitioner make any guarantee as to the efficacy or results of recommendations made to you. You understand that recommendations and directives are based on a combination of faith-based natural wellness knowledge, experience, and education.

It is virtually impossible to guarantee the result of efficacy of any recommendations, therapies, test, etc., provided by a Practitioner. Therefore, you agree herein to hold harmless and indemnify GEMA, its staff, Practitioner and the staff of said Practitioner, GEMA officers, and other members at any level, from any liability for the results of the Agreement, including but not limited to recommendations, therapies, goods or services offered, received, or used in any way by, through, or under this Agreement.

NOTE: In the event that you have substantial evidence that the Practitioner or another member of GEMA under the direction of the Practitioner has provided services to you that exposed you to a present or imminent danger or anything considered injurious or detrimental to your health as defined by the US Supreme Court, GEMA officials should be contacted so that the complaint may be investigated. When making a complaint, call the Complaint Line at (318) 343-8796 (Office hours; Mon-Fri, 9am to 4pm, CST) or email complaints@gemassociation.org.

10 e. You understand and agree that the Practitioner provides services as one who is a co-laborer, educator or teacher who consults with Members concerning Ecclesiastical natural wellness. The Practitioner performs services within the GEMA Code of Operations, not as a state-licensed health care provider, but as one who holds a GEMA Ecclesiastical (ministerial) License.

11 f. You understand and agree that the Practitioner (from time-to-time) may make wellness recommendations and offer services that may be considered unconventional as compared to the established medical protocol used by state-licensed Physicians (MDs, DOs). Hence, a wellness consultation provided by the Practitioner does not constitute a medical, therapeutic service or conventional health care treatment, or counseling therapy, but is provided for educational purposes only. The services provided by the Practitioner are not intended to be a substitute for professional medical or psychiatric advice and care and is not intended to diagnosis, prevent, treat, or cure any disease(s).

12 g. You understand and agree that neither GEMA nor the Practitioner make any representations, claims, or guarantees regarding the efficacy of any natural wellness modality. The recommendations of

the Practitioner are based on a combination of his/her faith-based natural wellness knowledge, experience, and education acquired at one or more educational institutions. Individualized recommendations and consultations are not intended to replace conventional healthcare treatment, and you may choose to use conventional healthcare treatment, diagnosis or prescriptions, and you may choose to use any healthcare treatment that best serves you and your beliefs.

NOTE: Any consultation given by the Practitioner is not to be construed as medical advice or instruction, but considered to be suggestions, only. The opinion of the Practitioner is not intended to replace a diagnosis given by a health care professional who is licensed by any US state, nor does GEMA suggest that you avoid consulting with state-licensed health care professionals, or stop taking prescription medications without permission from your physician.

13 h. You understand and agree that the GEMA Practitioner is not a state-licensed health care provider, and thus is not permitted to admit you into a hospital as a patient or be on-call for certain emergencies on a 24/7 basis. However, based on the individual preference of a Practitioner, he/she may permit a Member to contact him/her after hours.

NOTE: This arrangement may differ with each Practitioner as he/she should explain the details to the Member when this Agreement is signed by the Member. Moreover, if a Practitioner is licensed by GEMA, and in addition is a state-licensed medical practitioner, the abovementioned information may not apply inasmuch as he/she may have the authority to admit someone into the hospital.

NOTE: When a person holds a license with GEMA, and in addition holds a state license as a Health Care Provider, he/she is not authorized to integrate or amalgamate his/her practice of Medical Treatment with any GEMA holistic natural wellness protocol. State law may require that these services be physically separated or that other types of separation exist between such services.

14 i. You understand and agree that the GEMA Practitioner does not file health insurance paperwork for reimbursement for a Member. A licensed GEMA Practitioner provides only consultation in faith-based natural wellness services. Thus, the services are not covered by health insurance policies, including Medicare.

15 j. You understand and agree that as a Member of GEMA, it is your right and personal decision to receive consultation from a Practitioner, and if you wish to terminate consultation at any time, you may withdraw your GEMA membership (as a Member) at any time. Furthermore, you understand that it is your free choice as a Member to use a protocol recommended by the Practitioner and to evaluate the risks and efficacy thereof. Accordingly, if you decide of your own volition to rely totally on the natural methods offered to you by the Practitioner rather than relying on conventional treatments such as surgery, chemotherapy, prescription medications, and other therapeutic procedures, it shall be at your own discretion. Hence, you accept full responsibility for the consequences as a result of your choice. Additionally you certify that the GEMA Practitioner has not coerced or influenced you in your choice to forego conventional medical treatment and rely totally on natural wellness methods.

16 k. You understand and agree that you will not share information concerning records and GEMA trade secrets with any individuals who are not members of GEMA and that any and all complaints you may

have will be shared only with GEMA officials (that is, the executive and judicial branches) so that any complaint may be affirmed to be genuine. However, this Agreement does not prohibit activities protected by 15 U.S.C. § 45b.

17 l. The Supreme Court of the United States has upheld the right of Ecclesiastical Associations to self-govern in accordance to the First and Fourteenth Amendments. For the aforementioned reason, you herein understand and agree that any complaints you may have are only to be presented to both the executive and judicial branches of GEMA (that is, Guardian Members) to be investigated by the Prelates (that is, Ecclesiastical bishops of superior rank) to affirm whether they are valid or not. All complaints are under the authority of the executive and judicial branches of GEMA, and as a member of GEMA, you agree not to file a lawsuit or malpractice suit of any kind against a Practitioner, unless a Practitioner has clearly exposed you to a present or imminent danger, or anything considered injurious and detrimental to your health as defined by the Supreme Court of the United States.

NOTE: For the benefit and protection of the Members, all records are kept private and secure in the files of the Practitioner and are the property and under the protection of GEMA. They may be accessed only by the Practitioner and Member, and when necessary and in some circumstances, may be accessed by GEMA officials. The only information kept in a private data-base is the members' contact information. Members understand and agree that he/she is placing only their personal contact information on the GEMA website (private database) of their own free will and not by coercion or encouragement to do so by any of their dependents, friends, relatives, other representatives, GEMA members or officials. The Member agrees to hold the Practitioner and GEMA, their officers, staff, and any other members of GEMA harmless and free of any liability that might arise due their personal contact information being stolen through a breach or hacking of the GEMA website private database.

NOTE: Members agree that, because GEMA and its Practitioners do not electronically file insurance claims and do not electronically transmit healthcare information, GEMA and its Practitioners are not governed by HIPAA. Therefore, as a GEMA Member, you agree to waive all HIPAA rights regarding GEMA related records.

18 m. You understand that professional nutritional supplements are available for purchase from [most] Practitioners.

NOTE: When you become a Member, you may wish to request information about these nutritional supplements. As a general rule, these nutritional supplements are provided [only] through professional practitioners and are not available in stores. GEMA does not recommend or hold any responsibility or liability for any such supplements offered by GEMA licensed members.

19 n. Members are encouraged to discuss details concerning credit card payments, personal checks, and charges for missed appointments.

20 o. You agree with your affixed signature, affirming that neither the Practitioner nor any other member of GEMA has asked or demanded that you discontinue treatment with other conventional health care medical providers licensed by the state.

21 p. You understand that your signature as a Member affirms that you have had all questions adequately answered and that you are satisfied with the answers. Therefore, you hereby wish to join GEMA with the execution of this Agreement. Furthermore, you affirm that you are of sound mind and have the legal power and authority to enter into this Agreement of membership of your own free will and not by coercion or encouragement to do so by any of your dependents, friends, relatives, other representatives, GEMA members or officials.

22 q. You understand that under the penalty of perjury, and affirmed by your signature, that your purpose in executing this Agreement is not the regulation of the practice of medicine, and that you are not an agent and/or representative of any branch of any federal, state or local government or any other agency thereof.

23 r. You understand and agree that you may withdraw your GEMA membership at any time but will be obligated for any transactions or promises made during the period of active membership, including, but not limited to the indemnifications provisions in this Agreement. You further understand that your GEMA membership is free and also understand the value derived from GEMA membership.

24 s. This Agreement supersedes any and all other agreements made, either oral or written, between the parties hereto with respect to the rendering of services by the Practitioner. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party and/or parties that are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, dated, and signed by both parties attesting to the change and also signed and dated by an authorized GEMA official.

25 t. Having read this Agreement and all questions answered to your satisfaction, the undersigned signatory (applicant) wishes to become a GEMA Member, participate in the Agreement and confirms that this Agreement has been read in its entirety, understood, and is agreed to.

26 u. As signatory, you hereby accept the terms and conditions of this Agreement, and do attest to, declare, and confirm your understanding of the rules and regulations stated in this Agreement and agree to abide by them as a GEMA Member. Furthermore, you understand and agree that your name and contact information will be officially registered in the respective practitioner's private GEMA database, posted on the respective practitioner's Holistic Health Link private dashboard.

IN WITNESS WHEREOF, in consideration of the mutual agreements of the parties hereto, it is agreed that this Agreement be approved by the signatories on this _____ day of _____, 20_____.

MEMBER INFORMATION:

PRINT Member Name (*If applicant is under 18 years of age, name of Legal Guardian should be here)

Phone Number

Email Address

Address

City

State

Zip

Member Signature

PRACTITIONER INFORMATION:

PRINT Practitioner Name

Phone Number

Email Address

Address

City

State

Zip

Practitioner Signature