

**SERIOUSLY SMART TECHNOLOGIES**  
**A Private Membership Association**

**MEMBERSHIP CONTRACT**

I, \_\_\_\_\_, for membership fee paid in hand, do hereby apply for membership in Seriously Smart Technologies, a private membership association. With the signing of this membership agreement I accept the offer made to become a member of Seriously Smart Technologies, and have read and agree with the following Declaration of Purpose from Article I of Seriously Smart Technologies' Articles of Association. Seriously Smart Technologies is hereinafter referred to as "Association",

**ARTICLE I, DECLARATION OF PURPOSE**

1. This Association hereby declares that our main objective is to protect our rights to freedom of speech and freedom of choice regarding the healthcare products we purchase and sell, the healthcare education we provide and receive, the method of healthcare we choose, and the healthcare recommendations we provide to our members through maintaining our Constitutional rights.

2. As members of the Association, we acknowledge that the Constitution of the United States of America is one of the best documents ever devised by man and the signers of the Declaration of Independence did so in order to protect human rights, not only for the first generation, but for all posterity as well. The Constitution of the United States is the first constitution of its kind, and has influenced the constitutions of many other nations.

3. 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, 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 the civil rights, constitutional guarantees, and freedom of choice for every member.

4. We declare the basic right of all of our members to select spokesmen from the Association officers and/or staff members, who could be expected to give wisest counsel and advice concerning the need for physical and mental healthcare advice and/or assistance and to select from our membership those members who are the most skilled to assist and facilitate the actual performance and delivery of therapy, treatment and care, as well as recommend products, services, and electronic and manual instruments.

5. We proclaim the freedom to choose and perform for ourselves the types of therapies and treatment modalities that we think best for assessing, treating and preventing illness and disease of our minds and bodies and for achieving and maintaining optimum wellness. We proclaim and reserve the right to include medical and health options that include, but are not limited to, cutting edge treatment modalities and therapies practiced or used by any type of healers or therapists or practitioners the world over, whether traditional or nontraditional, conventional or unconventional.

6. More specifically, the mission of our Association is to provide members with the highest quality electronic instruments, subtle energy devices and accessories. The Association provides education regarding our products and services to assist members to strive to provide the highest level of quality care by using the safest and most effective methods. The Association members work with other members and provide prevention methods and/or therapies or recommendations for their health condition, and not merely for the symptoms experienced, or from self-diagnosis, or based on a medical label (disease or disorder) given to them from an outside source.

7. The Association reserves the right to provide and develop new products and technology as we deem necessary for professional and/or personal use by our members. The Association provides the most advanced products and technologies to assess all aspects of a member's declared or undeclared health in the provision of professional services. The Association specializes in: biofeedback, Cold Laser and Low Level Laser Therapy (LLLT) devices, Light Energy Systems and LED (Light-Emitting Diodes) Light Therapy devices, pain management, stress management, peak performance, rejuvenation, disease prevention, longevity, anti-aging, holistic, and nutritional alternates; the manufacturing, assembly and distribution of electronic medical devices and various subtle energy devices (IE: Class I, II, and III Biofeedback Devices, Light Energy Systems, Frequency Emitting Devices, etc.) and health accessories (IE: energy patches, energy bracelets and pendants etc.); in natural health remedies, tinctures, homeopathics (homeopathies) and custom homeopathy, herbs and herbal products, essential oils and aromatherapy products, nutraceutical health products, supplements, topical skin products; environmental safety products;

education and training for the use of aforementioned devices, products, and services; and offers these in the wholesale and retail markets as alternates or inclusive to any previous or existing treatment.

8. The Association will recognize any person (irrespective of race, color, or religion) who is in accordance with these principles and policies as a member, and will provide a medium through which its individual members may associate for the expression of their own personal and/or private views.

9. The Association will assist members through education to find solutions for legal problems and concerns as a preventative measure or as a solution to a present situation or condition through research, providing information and education, or directing the member to an appropriate resource.

### MEMORANDUM OF UNDERSTANDING

I understand that the fellow members of the Association that provide products, services, care and education, 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, customer or client 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 diagnosis, assessment, therapy, treatment and care is my own carefully considered decision. Any request by me to a fellow member to assist me or provide me with the aforementioned diagnosis, assessment, therapy, treatment and 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/staff members and the Association harmless from any unintentional liability for the results of such care, 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 Ronald T Verhaeghe II as the person 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 persons. 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. Any medical or healthcare 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 but will provide a suitable invoice for the member who has received paid services from the Association, to pursue reimbursement by his/her insurance company, if applicable.

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 doctors, nurses, and other non-licensed providers who are fellow members of the Association may offer me advice, services, education, and other 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 diagnostic technique or treatment 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 assigned member service 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 Medical Board, the FDA, FTC, Medicare, Medicaid or my own insurance company, or any other governmental or medical agency without expressed specific permission from the current Association Trustee, Association President, or Association Vice President. 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 and approve products or 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 in writing at any time without any financial refund. 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 \$10.00 USD 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 Seriously Smart Technologies, 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 under 18 years)

\_\_\_\_\_  
Member’s Signature (and signature of legal guardian if applicant under 18 years)

**Member’s Address and Phone #:**

\_\_\_\_\_  
Street City State Zip Code

\_\_\_\_\_  
Mobile Phone Office Phone Home Phone

\_\_\_\_\_  
Email Address 1 Email Address 2

**SERIOUSLY SMART TECHNOLOGIES**

By\_\_\_\_\_

Approved and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.