

# ALABANZA HEALTH PRIVATE ASSOCIATION

a Private Association d/b/a Alabanza Health”

## SECURE ORDER FORM

This is a private membership agreement to establish membership in the private association known as ALABANZA HEALTH PRIVATE ASSOCIATION. Membership in ALABANZA HEALTH PRIVATE ASSOCIATION includes access to exclusive services and products. This is an Unincorporated Private Association.

## DIRECT PAYMENT AUTHORIZATION

We accept: Payment in USD in the forms of Cash, Checks, and Stripe Payments. I hereby authorize Alabanza Health Private Association's payment processor Natural Healthcare Solutions, LLC to take my payments for my membership and I authorize all future payments under this membership agreement:

I will pay the sum of \$10 (non-refundable) for Alabanza Health Private Association's yearly membership fee as consideration for a membership contract. Membership includes access to exclusive services and products not offered publicly.

Name of Signer: \_\_\_\_\_ ;

Email: \_\_\_\_\_ @ \_\_\_\_\_ ;

Phone: \_\_\_\_\_ ;

Each person participating in the Activity (defined below) is referred to as "Participant." I, the undersigned, am a Participant and, if a Participant is a minor/infant, I am the Participant's parent or legal guardian. I understand that participating in natural treatments including but not limited to light, healing energy frequencies, nutritional supplements, herbs and dietary education, can involve risk. I expressly acknowledge and assume all additional risks and dangers of the "Activity." I UNDERSTAND THAT THE DESCRIPTION OF THE RISKS IN THIS AGREEMENT IS NOT COMPLETE AND VOLUNTARILY CHOOSE FOR PARTICIPANT TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE ACTIVITY. In consideration for allowing Participant to participate in the Activity, I AGREE, to the greatest extent permitted by law, TO WAIVE ANY AND ALL CLAIMS AGAINST AND TO HOLD HARMLESS, RELEASE, INDEMNIFY, AND AGREE NOT TO SUE NATURAL HEALTHCARE SOLUTIONS, LLC, ALABANZA HEALTH PRIVATE ASSOCIATION, its Trustee(s), Members, and his/her Successors.

I understand that this Agreement will apply for each and every day Participant participates in any Activity. I understand that this Agreement is a contract and, to the fullest extent permitted by law, shall be binding on me and my assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. I agree to address any issues or complaints I may have with Alabanza Health Private Association directly with its Trustee(s) in my issues or complaints. I understand I can terminate my membership or be terminated as a member upon unanimous vote of the Trustee(s) at any time if I threaten the safety of the Association.

Legal References: "A private organization is an establishment which maintains selective members, is operating by the membership, does not provide food or lodging for pay to anyone who is not a member or a member's guest and is not profit oriented." - Lafayette Football Boosters, Inc. v. Commonwealth, 232 S.W.3d 550, 552

"A voluntary association, being only a collection of individuals, could not, at common law, sue or be sued by its associated name." - Lewellin v. Woodworkers Underwriters (1919) 140 Ark. 124, 128, 215 S. W. 258, 259.

"There is no principle better settled than that an unincorporated association cannot, in absence of a statute authorizing it, be sued in its society or company name." - Baskins v. United Mine Workers (1921) 150 Ark.3 98,4 Ol, 234 S. W. 464, 465.1

Today's Date \_\_\_\_\_

Signature/Authorization \_\_\_\_\_

**1. The Private Association.** All information disclosed about the Alabanza Health Private Association, services hereinafter known as the "Private Membership Association", that includes, but is not limited to, written, electronic, or oral statements made about the Alabanza Health Private Association, shall further be known as 'Confidential Information' as well as 'Proprietary Information'. The Recipient shall be responsible for any improper disclosure of the Confidential Information AND 'Proprietary Information' by their representatives.

**2. Dispute & Complaint Resolution.** Alabanza Health Private Association requests that any questions or disputes that arise during the administration of this private association be resolved by mediation and, if necessary, arbitration in accordance with the Uniform Arbitration Act. Each interested party involved in the dispute, including any Trustee involved, may select an arbiter and, if necessary to establish a majority decision, these arbiters may select an additional arbiter. The decision of a majority of the arbiters selected will control with respect to the matter.

**3. Medical Clause.** Alabanza Health Private Association, its Trustee(s), and Members, are not acting as your primary care practitioner. Alabanza Health Private Association, its Trustee(s), and Members are not looking to diagnose or treat any particular disease, or condition. Our focus is to identify deficiencies, toxicities and/or a compromised system of digestion that may be interfering with peak-performance function. We recommend only natural treatments including but not limited to light, healing energy frequencies, nutritional supplements, herbs and dietary education. We do not prescribe pharmaceuticals including antibiotics, anti-hypertensives or prescription pain medications.

Payment in the form of cash, check, online payment or other method to be discussed is expected at the time of services. We do not accept insurance as these modalities are not covered by insurance. Payment for any supplements or testing ordered is in addition to our fee and in most cases arrangement for payment is made with the company selling the supplements or offering the tests.

**Recipient's Signature/Authorization:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**(Please leave blank) Witness:** \_\_\_\_\_

**Date:** \_\_\_\_\_