

CENTER FOR HEALTH & SPORTS MEDICINE, LLC

DIRECT PRIMARY CARE AND WELLNESS CENTER MEMBERSHIP AGREEMENT

MEMBER ENROLLMENT FORM

Member Information

Last Name _____ First Name _____ MI _____		
Last Name _____ First Name _____ MI _____ (Parent, Guardian or Legal Representative – if Member if minor)		
Date of Birth (MM/DD/YYYY) _____ Gender (Circle One): M F		
Email Address _____		
Mobile Phone (_____) _____		Secondary Phone (_____) _____ (Circle One): Home Work
Home Address _____		
City _____ State _____		ZIP Code _____
Primary Care Physician Name _____ Phone#: _____		

Note: All payments are processed via third-party application (such as MindBody, or other platform that may be selected by the Center from time to time).

I have read the Direct Primary Care and Wellness Center Membership Agreement and the attached *Exhibits*. I agree to the terms set forth herein and by my signature below, authorize Center to process my enrollment and payment.

Member Signature

Date

Received by:

Center Representative Name

Date

Center Representative Signature

CENTER FOR HEALTH & SPORTS MEDICINE, LLC

DIRECT PRIMARY CARE AND WELLNESS CENTER MEMBERSHIP AGREEMENT

NOTICE: THIS DIRECT PRIMARY CARE AND WELLNESS CENTER MEMBERSHIP AGREEMENT DOES NOT CONSTITUTE INSURANCE, IS NOT A MEDICAL PLAN THAT PROVIDES HEALTH INSURANCE COVERAGE FOR PURPOSES OF THE FEDERAL PATIENT PROTECTION AND AFFORDABLE CARE ACT AND COVERS ONLY SERVICES AS DESIGNATED IN THE AGREEMENT.

This **DIRECT PRIMARY CARE AND WELLNESS CENTER MEMBERSHIP AGREEMENT** (this "Agreement") specifies the terms and conditions between **CENTER FOR HEALTH & SPORTS MEDICINE, LLC** (hereinafter "Center"), located at 201 Village Oaks Drive, Fruit Cove, FL 32259, and _____ (hereinafter "Member"), under which Member may participate in the Direct Primary Care and Wellness Center Membership Program (the "Program"), or any components thereof. This Agreement will become effective the date Member's participation is approved by Center, provided that Member's access to Wellness Center services shall not become effective unless and until Member has executed and delivered to Center the Release, Hold Harmless, Indemnification and Waiver of Liability Agreement set forth on *Exhibit B* (the "Release Agreement").

Upon approval of Member's participation in the Program and in exchange for payment of requisite fees from Member, Center agrees to provide Member with the Member Services described herein on the terms and conditions set forth as follows:

1. **Definitions.** The following terms shall have the as set forth below.

Member. The individual named above in the Member Enrollment Form.

Member Enrollment Form. The enrollment form accompanying this Agreement.

Member Services. The package of health care and related services selected by Member, as described in *Exhibit A*, which is attached to this Agreement, and incorporated by reference.

Membership Fee. The monthly fees paid by Member to Center for the Member Services provided to Member.

Provider. A licensed medical doctor or other medical provider (including but not limited to physician assistant, nurse practitioner, medical assistant, and other providers) employed or engaged by Center to provide professional medical services to Member.

Registration Fee. The initial fee paid by each Member (and each person enrolled under a Member's group, including couple and family groups), in addition to the monthly Membership Fee.

Ancillary Fees. These are fees that are paid in addition to the Membership Fee, for services that are not included in the monthly Membership Fee. Certain Ancillary Fees

are listed on *Exhibit A*, but Ancillary Fees may also apply for products and services not listed on *Exhibit A*.

Health Care Plan (HCP). Any health insurance or third-party payment/reimbursement plan of which Member may be a subscriber or enrollee, designed to pay Member's health care or medical expenses.

Communications. The various means available for communication between Member and Center. Options include voice (cell or land-line phone), digital (e-mail, facsimile, or text messaging), and/or virtual (video chat or other "Zoom" like services).

2. **Term.** Unless otherwise specified, Agreement will commence on the date of approval of this Agreement by Center following submission of this Agreement by Member to Center and remain in effect for a minimum of one year ("Initial Term"). Unless terminated in accordance with Section 3 herein, this Agreement will automatically renew for successive one-year terms. Member Fee shall be paid by automatic bank draft or automatic credit card payment.

3. **Termination.** Member and Center shall each have the right to terminate this Agreement at any time, without cause, upon thirty (30) days' prior written notice to the other party. Member will be responsible to pay any outstanding Membership Fees and/or Ancillary fees through the date of termination. Notwithstanding the foregoing, in the event that Member revokes the Release Agreement or the Release Agreement is otherwise terminated, Center shall have the option to immediately terminate Member's access to any Wellness Center services hereunder.

4. **NO Health Insurance Billing or Reimbursement.** Member acknowledges that Center and Providers may or may not be participating providers with any HCP of which Member may be a subscriber or enrollee. Neither Center, nor its Providers, will bill HCP of which Member may be a subscriber or enrollee, for Membership Services or any Ancillary Fees.

Member further acknowledges that as a condition of entering into and maintaining this Agreement, Member will not seek reimbursement from any HCP for any Membership Services, Membership Fees or Ancillary Fees paid to Center. If Member seeks reimbursement from any HCP for any Membership Services, Membership Fees or Ancillary Fees due under the terms of this Agreement, this Agreement will terminate immediately.

5. **NOT Health Insurance Coverage.** Member acknowledges that this Agreement is not an insurance plan, and is not a substitute for a HCP. This Agreement only applies to services specified in this Agreement and provided by Center or its Providers. This Agreement does not cover hospital services, emergency room or urgent care services, medical services other than those described on *Exhibit A*, or any services not provided by the Center's Providers. Member acknowledges that Center has advised Member to obtain or keep in full force a HCP to cover Member for health care services and fees incurred outside of this Agreement. Member acknowledges that this Agreement is not a contract that provides health insurance and this Agreement is not intended to replace or supplement any existing or future HCP.

6. **Membership Services and Registration, Membership and Ancillary Fees.**

- a. Center offers various packages of Membership Services, as set forth on *Exhibit A*, which may be amended by Center from time to time as set forth herein. Center shall provide to Member the Membership Services included in the package selected by Member, as indicated on the Member Enrollment Form, provided that the Member is current on all Registration Fees, Membership Fees and Ancillary Fees owed. Member may change the selected package of Member Services from time to time.
- b. Each Member (and each individual who is part of a Member's group, such as a couple or family Membership group) shall pay the Registration Fee at the start of the Membership, in addition to Membership Fees and Ancillary Fees. Registration Fees are non-refundable.
- c. The Membership Fee is due monthly, in advance, and fees for Ancillary Services are due at the time of service.
- d. The Registration Fees, Membership Fee for each package of Membership Services, and the fees for certain Ancillary Services are set forth on *Exhibit A*, and are subject to amendment by Center from time to time as set forth herein.

7. **Communications.** Member authorizes Center and its personnel to communicate with Member (or parent/legal guardian if Member is a minor) regarding Member's Protected Health Information (PHI), as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations. Member acknowledges that Communication with Center may be in person, or by phone, text, video conference, online portal, e-mail, physical mail, or other means, and that no means of Communication is completely secure. Center will use reasonable efforts to maintain security and confidentiality of Communications. As such, Member agrees that Center and its Providers and personnel are not liable for the disclosure of confidential information that is not caused by Center's or its personnel's intentional misconduct.

8. **Severability.** If for any reason any provision of this Agreement shall be deemed, by a court of competent jurisdiction, to be legally invalid or unenforceable in any jurisdiction to which it applies, the validity of the remainder of this Agreement shall not be affected, and that provision shall be deemed modified to the minimum extent necessary to make that provision consistent with applicable law and in its modified form, that provision shall then be enforceable. If this Agreement or any portion of it is held to be invalid or unenforceable, and as a result Center is required to refund all or any portion of the Membership Fee or Ancillary Fees paid by Member, then Member agrees to pay Center an amount equal to the fair market value of the services and products provided to Member during the period of time for which Center was required to refund Member.

9. **Amendment.** Center may unilaterally amend this Agreement at any time. Center's right to amend this Agreement includes the right to modify, add to, or remove terms in this Agreement. Center will provide Member with thirty (30) days' notice via email or as otherwise set forth in Section 16 below. Member's lack of written objection to such amendment within the thirty (30) day notice period or continued access to Member Services after the thirty (30) days' notice constitutes Member's acceptance of the amended agreement. Member may also be asked to acknowledge acceptance of the amended agreement through an electronic click-through. Center may also unilaterally amend this Agreement to the extent Center determines such amendment is required by federal, state, or local law or regulation or judicial or administrative interpretation thereof ("Applicable Law"), by sending Member thirty (30) days' advance written notice of such change. Moreover, if Applicable Law requires this Agreement to contain provisions that are not expressly set forth in this Agreement, then, to the extent necessary, such provisions shall be deemed automatically incorporated into this Agreement as though they had been

expressly set forth in this Agreement. If Member objects to an amendment to this Agreement, Member's objection shall be considered Member's notice of termination of this Agreement. This Agreement may not otherwise be amended or modified except in writing and executed by an authorized representative of both parties.

10. **Assignment.** This Agreement, and any rights Member may have under it, may not be assigned or transferred by Member.

11. **Legal Significance.** Member acknowledges that this Agreement is a legal document and creates certain rights and responsibilities. Member also acknowledges that Member has had a reasonable time to seek legal advice regarding this Agreement and has either chosen not to do so, or has done so and is satisfied with the terms and conditions of this Agreement.

12. **Entire Agreement.** This Agreement and the exhibits hereto represent the entire understanding of the parties concerning the subject matter hereof and supersede all prior communications, agreements and understandings, whether oral or written, relating to the subject matter hereof.

13. **Governing Law and Venue.** This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Florida. Venue for any action commenced under this Agreement shall be in the state and federal courts in and for St. Johns County, Florida, and the parties hereby consent to the exclusive jurisdiction such courts.

14. **Waiver of Jury Trial.** THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ALL OF THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY PROCEEDING BROUGHT TO ENFORCE OR DEFEND ANY TERMS OR PROVISIONS OF THIS AGREEMENT. NO PARTY SHALL SEEK TO CONSOLIDATE ANY PROCEEDING IN WHICH THE RIGHT TO A TRIAL BY JURY HAS BEEN WAIVED WITH ANY OTHER PROCEEDING IN WHICH THE RIGHT TO A TRIAL BY JURY CANNOT BE, OR HAS NOT BEEN, WAIVED. THE TERMS AND PROVISIONS OF THIS SECTION 14 HAVE BEEN FULLY REVIEWED BY THE PARTIES HERETO, AND SHALL NOT BE SUBJECT TO ANY EXCEPTIONS. NO PARTY HAS IN ANY WAY AGREED WITH, OR REPRESENTED TO, ANY OTHER PARTY THAT THE TERMS AND PROVISIONS OF THIS SECTION 14 WILL NOT BE ENFORCED FULLY IN ALL INSTANCES.

15. **Attorney's Fees and Costs.** Should legal action ever be necessary in order to enforce the terms of this Agreement, the prevailing party will be entitled to receive from the other party all costs incurred in connection therewith, including reasonable attorney, legal assistant, and other paralegal and clerical fees and costs, including such costs and fees on appeal, if any.

16. **Notice.** All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given (a) if delivered in person, when delivered, (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested), (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission for facsimile notice or confirmation of receipt by non-automated reply email required if notice is being sent to Center, but no confirmation of transmission or receipt required for notice to Member) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient or (d) on the third (3rd) day after the date mailed, by certified or registered mail, return receipt requested,

postage prepaid. Such communications must be sent to the respective parties at the addresses recorded below.

17. **Consent.** Member has been advised that he/she may speak with the Center staff or Dr. Osborn about this Agreement if he/she has any questions. Member's signature below indicates that he/she has read this Agreement completely and has either had all of Member's questions answered or acknowledges that Member understands it and does not need to speak to anyone before signing this Agreement. Member understands that this is an important, legally binding contractual agreement which may affect Member's legal rights or the legal rights of the individual on whose behalf Member is executing this Agreement. Member requests services from Center in full agreement with and understanding of the above. Member is not relying on any oral representations by anyone employed by or affiliated with Center in entering into this Agreement and is signing this Agreement of Member's own free will. Center has not made any promises, representations or guarantees except as set forth herein.

The undersigned Member agrees to the terms of this Agreement, all of which are set forth herein.

MEMBER:

Member Signature

Parent, Guardian or Legal Representative
Signature
(if Member is minor)

Date

e-mail address

Member Address for Notices:

Upon payment of the Registration Fee and initial monthly Membership Fee, the above Member is hereby accepted for participation in the Program.

**CENTER FOR HEALTH & SPORTS
MEDICINE, LLC**

By: _____
Ross Osborn, M.D., President

Date: _____

Exhibit A

SERVICES AND FEES

REGISTRATION FEE

(all Membership Levels)

Adult (22 years and older)	\$179 each
Child (up to 22 years old)	\$99 each

MEMBERSHIP FEE

	Basic Membership	Premier Membership	WellCare Membership
Adult	\$89	\$129	\$159
Child	\$69	\$89	\$99
Couple	\$149	\$229	\$279
Family (4 people)	\$199	\$259	\$299
additional kids	\$49		

ANCILLARY SERVICES

Office visit	1x Monthly, \$20 each add'l	Included	Included
Telehealth	1x Monthly, \$20 each add'l	Included	Included
Annual Exam	Yearly	Yearly	Yearly
EKG	Included	Included	Included
Metabolic Rate Testing	\$89	\$49	Included
Body Composition	\$89	\$49	Included
Wellness Programming	\$59/month	\$29/month	Included
Gym Membership*	\$29/month	\$9/month	Included
Physical Therapy	\$49/visit	Included	Included
Imaging	\$30	\$20	Included
Diagnostic Testing			
Blood Draw	Included	Included	Included
Point of Care Lab	\$15	\$10	\$5
EKG labs	\$15	\$10	\$5
Stress Test	\$60	\$40	\$20
Spirometry	\$20	\$20	\$10
Stress Spirometry	\$70	\$40	\$20
VO2 max	\$80	\$60	\$40
Ankle Brachial Index	\$60	\$40	\$20
Stress ABI	\$80	\$60	\$40

Procedures

Stitches	\$149	\$119	\$89
Joint Injection	\$59	\$49	\$39
Tenotomy	\$149	\$119	\$89
PRP	\$649	\$499	\$249
Nail removal	\$59	\$49	\$39
DME	Cost	Cost	Cost
Medications			
Solu Medrol	\$19	\$19	\$19
Toradol	\$19	\$19	\$19
Rocephin	\$19	\$19	\$19
Kenalog	\$19	\$19	\$19
B12	\$19	\$19	\$19

****Gym Membership requires that the Member execute the Center's RELEASE, HOLD HARMLESS, INDEMNIFICATION AND WAIVER OF LIABILITY AGREEMENT, attached as Exhibit B (and any future updates to such form of agreement that the Center may require from time to time).***

Exhibit B
RELEASE, HOLD HARMLESS, INDEMNIFICATION
AND WAIVER OF LIABILITY AGREEMENT

THIS RELEASE, HOLD HARMLESS, INDEMNIFICATION, AND WAIVER OF LIABILITY AGREEMENT (“Release”) is executed on this _____ day of _____ 2016, by _____ (“**Member**”) in favor of **CENTER FOR HEALTH & SPORTS MEDICINE, LLC**, a Florida limited liability company (“**Center**”) and its insurers, Members, managers, officers, board members, contractors, employees, agents, and their successors and assigns (collectively the “**Releasees**”).

IN CONSIDERATION OF THE MEMBER’S USE OF THE EXERCISE EQUIPMENT AND FACILITIES of the Wellness Center located at 201 Village Oaks Drive, Fruit Cove, Florida 32259 (the “**Facilities**”), the undersigned Member does hereby freely, willfully, and without duress execute this Release and Waiver of Liability under the following terms:

1. **WAIVER, RELEASE AND HOLD HARMLESS.** Member does hereby release, forever discharge and hold harmless the Releasees from any and all liability, claims, demands, rights of action, or causes of action of any kind of nature, whether known or unknown, anticipated or unanticipated, either in law or equity, which arise or may hereafter arise from or are connected with Member’s use of the exercise equipment or Facilities, **REGARDLESS OF WHETHER CAUSED OR PARTIALLY CAUSED BY THE NEGLIGENCE, ACTION OR INACTION OF RELEASEES, MEMBER OR OTHERWISE.** Member further understands that the Releasees assume no responsibility for and are not obligated in any way to provide financial assistance or other assistance in the event of injury, illness, death, or property damage to the undersigned Member or to any other person or entity. Member agrees to hold harmless and indemnify the Releasees from any claim, lawsuit, or litigation arising from or related in any way to Member’s activities with Center, Member’s use of the exercise equipment and/or Member’s use of the Facilities.

2. **MEDICAL TREATMENT.** In addition, Member does hereby further release and forever discharge the Releasees from any claim whatsoever that arises or may hereafter arise on account of any medical treatment or other service rendered in connection with, or made necessary by, Member’s activities with Center, Member’s use of the exercise equipment and/or Member’s use of the Facilities.

3. **ASSUMPTION OF RISK.** Member understands and acknowledges that the use of exercise equipment involves risk of serious injury, including permanent disability and death. Member recognizes and understands that the activities with Center and the Facilities may include inherently hazardous activities. Member hereby expressly and specifically assumes the risk of injury or harm in these situations and releases and discharges the Releasees from and waives any and all claims for any injury, illness, death, or property damage resulting from Member’s activities with Center, Member’s use of the exercise equipment and/or Member’s use of the Facilities.

4. **INSURANCE.** Member understands that Center does not assume any responsibility for or obligation to provide Member with, medical, health, or disability benefits or insurance. All Members are expected and encouraged to have their own health insurance plans in effect.

5. **COMPLIANCE WITH RULES.** Member agrees to comply with all rules imposed by Center regarding the use of the Facilities and the exercise equipment. Member agrees to conduct

himself/herself in a controlled and reasonable manner at all times, and to refrain from using any equipment in a manner inconsistent with its intended design and purpose.

6. **SUPERVISION.** Member agrees to be solely responsible for Member's safety and well being. Member understands that Center does not provide continuous supervision, instruction, or assistance for the use of the Facilities and exercise equipment contained therein.

7. **PROPERTY DAMAGE.** Member understands and agrees that Center is not responsible for Member's property that is lost, stolen, or damaged while in, on, or about the premises of Center or the Facilities.

8. **MISCELLANEOUS.** Member expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Florida and exclusive jurisdiction shall be in St. Johns County, Florida. Member agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions hereof which shall continue to be enforceable.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE HAD FULL OPPORTUNITY TO THOROUGHLY READ THIS DOCUMENT IN ITS ENTIRETY AND ASK ANY QUESTIONS ABOUT ITS CONTENT. I ALSO ACKNOWLEDGE THAT ANY QUESTIONS I HAVE ASKED HAVE BEEN ANSWERED TO MY SATISFACTION. I UNDERSTAND THAT BY SIGNING THIS DOCUMENT, I AM WAIVING CERTAIN RIGHTS I OR MY SUCCESSORS MIGHT HAVE TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST CENTER. I ALSO EXPRESS MY UNDERSTANDING AND INTENT TO ENTER INTO THIS RELEASE AND WAIVER OF LIABILITY WILLINGLY AND VOLUNTARILY.

Signature of Member

Date