

**TERMS AND CONDITIONS, CLIENT DISCLAIMER, LIABILITY WAIVER, AND DIRECTIVE TO MAINTAIN
CONFIDENTIALITY OF CASH PAYMENTS**

I intend to obtain personalized medication knowledge and information from Thomas A. Young, MD, FACP ("Dr. Young").

I understand that Dr. Young will not treat, diagnose, prevent or cure any medical condition that the client may have. Dr. Young will provide general medication and polypharmacy information and services that are used for educational purposes only. These services do not identify the presence of any disease or pathology and they are not a method of treatment, cure or prevention. Dr. Young's services cannot be billed to or reimbursed by an insurance company or government payer. I understand the information, recommendations and any services, and any conversations I have with Dr. Young are not intended to diagnose, cure, prevent or treat any medical condition.

I understand that Dr. Young will not recommend that the client stop taking any medication or make any recommendations about any medication the client is taking. Only the client's personal physician can treat medical disease. If the client has a medical disease that I am concerned about, I understand that the client should see his or her physician. I understand that Dr. Young is licensed to practice medicine in Pennsylvania only and, to the extent that the client resides outside of Pennsylvania, I understand Dr. Young is not practicing medicine. I understand Dr. Young is not recommending that the client stop any medical care and that the client should consult his or her physician to evaluate the client's health and the presence of disease. Dr. Young is not intending to replace the client's physician.

Because Dr. Young's services are being requested to address medication knowledge and the implications of polypharmacy, I acknowledge that these services do not constitute medical treatment or health care. I acknowledge that no physician-patient relationship has been established between Dr. Young and the client or caregiver. The client and I expressly and unequivocally waive our legal rights to assert the existence of any legal duty of care against Dr. Young.

In consideration of my ability to access the medication knowledge and polypharmacy information provided by Dr. Young, the client and I release and forever discharge Dr. Young, his agents, employees, servants, successors, and assigns and agree to hold each harmless and forever release and discharge them from any claims, damages, losses, causes of action, disputes, demands, liability, costs, expenses (including without limitation expert witness fees and other court costs) and attorneys' fees, of any nature whatsoever whether known or known, suspected or unsuspected, past, present or future, whether in contract or tort, whether for negligence, professional malpractice, lack of informed consent, misrepresentation, fraud, breach of confidentiality, breach of privacy or any other action or cause of action at law or in equity, on account of any injuries known or unknown, present or future, sustained or allegedly sustained by the client or me or in any way arising out of any services and information that the client or I obtained and which were rendered by Dr. Young.

I understand that any medication knowledge and polypharmacy information, recommendations or services provided by Dr. Young do not involve and should not be construed as medical diagnosis or treatment. I agree that the client will obtain all medical and health care services from a licensed health care professional in the client's vicinity. I agree to discuss with the client's physician the potential implications of any drug interactions, side effects, risks or conflicts between medication or treatments prescribed by my physician and the information that the client and I receive from Dr. Young.

I represent and warrant that no promise, inducement or agreement not expressed herein has been made to me, that this is the complete agreement between Dr. Young and myself, and there are no written or oral understandings or agreements, directly or indirectly connected with this release which are not incorporated herein. I agree that this release applies to the client and client's heirs, executors, administrators, successors and assigns, and any individual about whom or on whose behalf the client or I are making inquiries.

Pursuant to Section 13405(a)(2) of the HITECH Act amendments to the HIPAA Privacy regulations, and 45 CFR Section 164.522(a)(1)(vi)(A)-(B) of the HIPAA Privacy regulations, I hereby acknowledge that the client and I are paying for the medication knowledge and polypharmacy information services out of pocket in full to Dr. Young, and that Dr. Young is precluded from disclosing any protected health information relating to his services and payment of the medication knowledge and polypharmacy information services to the client's health insurance plan. I further agree that the client and I are obligated to make payment via credit card transaction at the time of the medication knowledge and polypharmacy information session.

I understand that the fee for the one-hour session is \$65 which includes a \$20 nonrefundable deposit. I understand that payment of the deposit is due at the time of appointment scheduling. I understand that payment of the remaining balance is due at the conclusion of the education session.

The YES box in the registration form below acknowledges that Dr. Young has presented these terms to me and that the client and I have freely chosen to receive these services. I also acknowledge that I have been informed of, and accept the responsibility to be fully and personally responsible for all charges incurred for Dr. Young's services.

I intend to be legally bound hereby. I have fully read, understand and agree to all of the above.