



Support Group Agreement Bariatric Surgery

This agreement outlines the policies, procedures and terms of agreement for support group sessions. Please read it over carefully and feel free to ask any questions.

Terms:

Terms of relationship: Support group sessions are not group therapy. The group leaders are not entering a therapist/client relationship with you. Group therapy is a process in which clients work with a therapist(s) to identify, diagnose and resolve issues that may be causing him/her/their pain or dysfunction over the course of his/her/their lives. In group therapy, clients and therapist(s) work to treat mental health concerns including, for example, depression or anxiety, family discord or conflict, relationship issues, etc. Support groups, on the other hand, are designed to help people clarify goals and identify obstacles to change, as well as share experiences and give and get support. If you are participating in this support group and identify that you would benefit from working in individual or group therapy, we can provide appropriate referrals.

Confidentiality: We value your trust and respect your right to privacy and confidentiality. We will not disclose or use any of your confidential information that we learn of during the course of our work together without your consent. When you sign this Agreement, “Confidential Information” includes any information you disclose to us while we are working together. It does not include information that (1) is or becomes available to the general public or (2) is already known to us before you disclose it.

Video sessions: Remote support group sessions are conducted via the ZOOM platform. We cannot guarantee the privacy of sessions conducted via the internet although we do have a password protected connection and set a password for every ZOOM meeting. We take steps to protect your privacy wherever possible, but it cannot be guaranteed.

Attendance policy for support group sessions: The time scheduled for the support group is set and will not be adjusted, aside from holidays or leader emergency. As part of the membership, we expect you to reserve this time once a month for you and for others in the group. If you cannot attend the session or you are late, the membership charge will still apply and the groups will still start and end on time. In the highly unlikely event that a group leader is late or misses a session, we will make up the lost time or adjust the fee accordingly.

Payment and fees. When you sign this agreement, you agree to pay the membership fee of \$20/month until you ask to cancel your membership. You acknowledge that you will be responsible for the full monthly fee regardless of whether you join the live sessions.

Between session contact: You may email me us for questions or information at any time at info@healthychangeschool.com. We may take up to 48 hours or more to respond to emails, however, we do our best to provide prompt responses. Email is not a secure form of communication.

Intellectual property: All materials we provide to you, whether or not they are eligible for copyright or other intellectual property right protection, are for your use only and you are not authorized to share, copy,

distribute, or otherwise disseminate the Materials without our prior written consent. All of our intellectual property, including all materials and trade secrets, processes, techniques and procedures, is our sole property (the "Materials"). If you make any changes, suggestions, enhancements or improvements (each, a "Change") to any of our Materials and own the copyright to those Changes, you hereby assign to us, for no additional consideration, all of your rights, including copyrights, in all works prepared by you under this Agreement. You agree to promptly sign and deliver any documents and take any actions that we reasonably requests to establish and perfect the rights assigned to us under this provision. If you are unable or unwilling to sign any further documents necessary to convey the rights set forth in this Agreement, you appoint us as your true and lawful attorney-in-fact with full power of substitution. You understand that nothing in this Agreement gives you a license to share, copy, distribute, trade, re-sell or otherwise exploit any Materials for any commercial or non-commercial purpose. You may not transfer or assign this Agreement without our written consent.

Disclaimers: We are committed to helping you achieve your goals, but you are solely responsible for your progress and results from the Services. We have made every effort to accurately represent the Services, but ultimately, your participation and commitment to the support group sessions are up to you. We make no representations or guarantees regarding performance other than those specifically written in this Agreement. Because of the nature of the Services, the results experienced by clients vary significantly. You accept responsibility for this variance. We are not responsible for any decisions you make as a result of the Services, or for any consequences of those decisions. Furthermore, you understand that support groups are not therapy and the group leaders are not entering a client-patient relationship with you at any time. We do not assess, diagnose or treat your conditions.

Limitation of liability: You release the Healthy Change School, our employees, associates, representatives, independent contractors and related entities, from any and all risks, foreseeable or unforeseeable, arising out of any transaction between us. If we are found to be liable for any damages whatsoever, our liability to you or any third party is limited to the lesser of (i) the total fees you paid us in the one month prior to the action or event giving rise to liability or (ii) \$5,000. We are not liable for any damages of any kind resulting or arising from your use or misuse of the support groups or for any indirect, consequential or special damages in any form. We disclaim the implied warranties of titles, merchantability and fitness for a particular purpose.

Indemnification: You agree to indemnify us and hold us harmless and our directors, employees, agents, assistants, attorneys and other representatives, as well as any predecessors, successors and affiliates (collectively hereinafter, "us" or "we") from and against any and all claims, demands, causes of action, judgments, damages, losses, costs and expenses (including reasonable attorneys' fees) (collectively, "Loss") arising out of or incident to, either directly or indirectly, (1) any act or omission arising out of this Agreement, and (2) your gross negligence or willful misconduct. We will retain control over the defense of, and any resolution or settlement relating to, such Loss. You will cooperate with us and will provide reasonable assistance in defending any such claim.

Mediation, arbitration, applicable law & severability: While we do not predict any disputes or difficulties to arise, we will attempt to resolve any dispute that does occur in connection with this Agreement on an amicable basis, through our prompt, good faith discussions and non-binding mediation. Any dispute that we cannot resolve ourselves will be determined by final and binding arbitration in Maryland or Washington, DC, before a sole arbitrator who will award attorneys' fees and other costs to the substantially prevailing party. The arbitration award will be in writing and will specify the factual and legal bases for the award. Judgment on the award may be entered in any court having jurisdiction. Notwithstanding anything in this Agreement to the contrary, if either party initiates arbitration before mediation, that party will be responsible for the other party's attorneys' fees and costs of arbitration. If any part of this Agreement is invalid or unenforceable or in conflict with the law of any controlling jurisdiction, that provision will be severed from this Agreement and the validity of the remaining provisions will not be affected.

Conclusion: This Agreement has all of the terms of our relationship. These written terms of engagement are not subject to any oral agreements or understandings, and they can be modified only by written signed agreement. The waiver by either party of a breach or violation of any provision of this Agreement does not constitute a waiver of any subsequent or other breach or violation.

The provisions of the following Sections will survive termination of this Agreement: Confidentiality, Payment and fees, Intellectual Property, Disclaimers, Limitation of Liability, Indemnification, Mediation, arbitration, applicable law & severability and Conclusion.

By participating in the support group, you are agreeing to the terms of this agreement.

To Your Success!