

**PLEASE FILL OUT THE LAST PAGE OF THIS AGREEMENT AND EITHER FAX OR  
EMAIL IT TO US WITH YOUR NEW PATIENT PAPERWORK**

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**MEMBER SHARE**

A Pastoral Medical Association <sup>TM</sup> - Private Membership Program

**MEMBER SHARE AGREEMENT (MSA)**

I, the undersigned applicant for the value, benefits, and mutual promises herein, do hereby apply for membership in Member Share. With my signature on this agreement, I accept the offer to become a member of Member Share and have read and agree with the following:

1. As a member of the Association our main objective is to express and protect our rights to total freedom of choice regarding medical information and care through joining together in private membership association.
2. As members, we believe that the First Amendment to the Constitution of the United States of America guarantees our members the rights to freedom of speech, religion, petition, assembly, and accordingly, the right to gather in this private ecclesiastical membership Association for the lawful purpose of advising and helping one another in asserting and preserving our God given rights under the Federal and State Constitutions and Statutes.
3. As members, we declare the right to select other members of the Association to give us counsel and advice for our physical, mental, and spiritual health, and to request member assistance in facilitating for us the actual performance and delivery of the therapies, treatments, and care we so choose for ourselves and our families.
4. As members we proclaim the freedom to select for ourselves the types of health care we think best for treating and preventing illness and disease of our minds and bodies, including but not limited to any and all treatment modalities and therapies practiced or used by any type of healers, therapists, or practitioners the world over, whether conventional or unconventional.
5. As members we proclaim the right and freedom to establish guidelines and educational standards for those among us who will assist us in our health goals, and to identify them as provider level members through issuance of an association license.

**MEMORANDUM OF UNDERSTANDING**

Member Share is a name given the membership program of the Pastoral Medical Association <sup>TM</sup>, a private ecclesiastical association and tribunal with a mission to further a more natural form of health care and to do so in-part by providing members with a constitutionally protected private gathering place to exercise the desires and rights specified herein. Within the Association there are two levels of membership and those are defined as "Provider" members and "Lay" members. Provider members are counselors and health care professionals who are issued a license by the Association to assist lay members improve health. All others are Lay members. Hereafter in this agreement the term "Association" is referring to the Pastoral Medical Association <sup>TM</sup> and its Member Share program collectively. You will be hereinafter referred to as "I" and its derivatives.

I understand that members of the Association come together to help each other achieve better health and live longer with good quality of life, and that members accept the goals of helping their body function better and choosing options that are both very safe and have a reasonably good chance to succeed, realizing that no diagnostic technique or treatment is foolproof. Within the association no doctor-patient relationship exists, but only a contract member-member Association relationship, and fellow members that provide therapy, treatment, and care, etc., do so in the capacity of a fellow member licensed by the Association and not in the capacity of a state licensed health care provider. I understand that Association licensed members may offer advice, services, and benefits that may not conform to conventional medical ideas, and that membership services do not include on-call coverage, hospital care, or the usual and customary care provided by most physicians. Furthermore, I understand that Association licensed members do not customarily file for insurance benefits or reimbursement on members behalf.

I understand that members have freely chosen to change their legal status as a public person and/or patient, to a private member of the Association. Any request by members to a fellow member to assist or provide therapy, treatment, and care, etc., is the members own free decision in an exercise of rights, made by the member for their own benefit or that of someone in their care, and all communications and interaction between members, whether in person, by phone, internet, or otherwise is member-member, within the private Association and not in any public venue. Furthermore, I understand that it is entirely each members own responsibility to consider the advice and recommendations offered by fellow members, and to educate themselves as to the efficacy, risks, and desirability of same, and that the acceptance of any offered or recommended therapy, treatment, and care, etc., is the members own carefully considered decision. I understand and agree that members that choose to forgo such things as drugs, surgery, or radiation that has been recommended to them by others, alone fully accept the risk they might suffer and the serious consequences from that choice.

Private membership associations are protected by the First and Fourteenth Amendments to the U.S. Constitution and are outside the jurisdiction and authority of Federal and State agencies for any complaint or grievance. The Supreme Court has upheld the protections for such private association, and, has upheld the rights of ecclesiastical associations to self-govern, therefore I understand that any and all complaints or grievances members may have, or that arise incidental to membership are subject only to the jurisdiction of the Associations Ecclesiastical Tribunal. I understand that members may not proceed outside the ecclesiastical tribunal to file any lawsuit, malpractice, or otherwise against a fellow member of the Association unless that member has exposed them to a clear and present danger of substantive evil as defined by the U.S. Supreme Court and as determined by the Association. I further understand that the confidentiality, privacy, and security or ecclesiastical and private membership records, along with all activities within the Association are private matters that members refuse to share with any person or entity outside the Association including the State Medical Board, the FDA, Medicare, Medicaid, or insurance companies, unless the member and the Association have provided expressed specific permission, and in accordance with Association Rules. Because all are private records and activity, members also waive HIPAA privacy rights and complaint process. All records and documents remain as property of the Association, even if a member receives a copy of them.

I understand that the Association strives to verify the education, training of background of provider level members, however I also understand that the Association cannot guarantee the suitability of any member provider, service, therapy, or otherwise for any particular member or situation, therefore members agree to hold the Association, staff, officers, and other members harmless from any unintentional liability for the results of care, etc.

With my signature I agree that all of my questions have been answered fully to my satisfaction and with these understandings, I wish to become a member and hereby request and agree to join the Association. I attest that I have read and understand the intent and benefit of the Association and the obligations of members, including myself as a member. I attest that I have the mental and legal capacity to understand this document and I enter into membership of my own free will and on my behalf and/or on that of my dependants without any pressure or promise of cure. I affirm that I do not represent any state or federal agency whose purpose is to regulate the practice of medicine or otherwise and that I can withdraw from this agreement and terminate membership in the Association at any time, but that I shall remain obligated to my responsibilities of a member for all periods and activities occurring while I was in membership. I understand and agree that these pages consist of the entire agreement for membership in the Association unless I am a provider level member, in which case additional documents are incorporated. This agreement supersedes any previous agreement and any agreement made to the contrary between members of the Association.

In confirming my membership I understand that the rules of the Association, as an ecclesiastical entity, discourage charging a fee for lay level membership, therefore, the value that inheres in this membership contract is based not on monetary consideration but on mutual promises and the recourse herein. I understand that the Association promises to give its best efforts to maintain the Association so as to fulfill the stated purpose of members, and grants me membership in exchange for my promise to support the Association with my good faith and loyalty to all other members and the terms of the member agreement, and, for my contribution to the furtherance of the mission of the Association through joining as a member. I further understand that violation of this contractual member agreement by a member will result in a no contest legal proceeding against them.

Therefore, with my acceptance, below, I do hereby certify, and attest, and warrant that I have carefully read the above foregoing Contractual Application for Membership and member rules and promises, and I fully understand, agree, and promise to abide by same as now a member. I understand that if I am accepted for membership I will be registered in the member database and entitled to all member benefits.

Final page of Member Share Agreement

*Sign two copies and give one to the new Member, fax a copy of the Signature page to the PMA, and retain an original copy in your files. Please write legibly.*

IN WITNESS WHEREOF I set my hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Member's Name (Please Print Legibly) **(and name of legal guardian if applicant is under 18 years)**

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

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

PMA Licensee/Representative (Name): Dr. Laura Shwaluk, D.PSc

PMA License/Representative Signature: \_\_\_\_\_

I hereby attest that no changes have been made to the original document and that the member has received a copy of this agreement in its entirety.