

MEMBERSHIP AGREEMENT for the *Ahava Health Community* – A Private Membership Group

Please Note: it is now optional to sign this form. I prefer if you do sign it, because it helps make working together a little easier. Please see the post-script at the end for a discussion of why this form is helpful and why I prefer to work with this agreement in place.

I, _____ hereby apply for membership in the Ahava Health Community, a private membership association (hereinafter referred to as the “Association”). With my signature I accept the offer made to become a member of the Association, and I express my agreement with the following declaration and memorandum of understanding.

DECLARATION

This association of members hereby declare that our primary purpose is to protect and maintain our right as US citizens to freedom of choice in matters of our health care. This includes the therapies and modalities we use and when, where and why we use them, and who provides them.

1. As members, we affirm our belief that the Constitution of the United States guarantees all Americans, particularly members of private organizations, the right of freedom of association, speech, assembly, belief and associated activities. These are our inalienable rights.
2. We claim our freedom to choose and accept for ourselves the types of health care modalities that we think are best for determining the cause and correction of our health challenges. We do this in order that we might achieve optimal health and well-being. We reserve the right to include traditional, non-traditional and also unconventional health care and therapy options, plus other healing modalities or techniques used by health care professionals anywhere in the world, which our members choose to deliver – with our approval.
3. We declare and assert our right to select whomever we believe will provide us the wisest counsel and advice in these areas, regardless of their training or licensure status.
4. This association recognizes all persons as members, without respect to race or religion, who are in accordance with our principles and policies.

We assert these rights under the United States national and state constitutions, national and state laws, and the regulations interpreting them.

MEMORANDUM OF UNDERSTANDING

1. I understand that members of the Association that provide services or advice do so in the capacity of fellow members in a private manner and not in the capacity as public healthcare providers. Thus, within the Association, no Public Doctor-Patient or Public Therapist-Client relationship exists.
2. With respect to my activities in and with the Association, I freely choose to change my legal status from that of a public healthcare recipient, to that of a private membership association member. I realize that in doing so, I relinquish certain Federal and State protection and privileges.
3. I understand that I am joining this private membership group under the common law and the First Amendment of the US Constitution – the right to associate freely.

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4. I understand that members seek to help each other achieve and sustain better health. More specifically, our mission is to enable members to improve their health on all levels; physical, mental, emotional and spiritual, through individualized care and advice.
5. I accept that the advice, services and benefits I receive as a member of this Association are not necessarily conventional or traditional.
6. I understand that it is my personal responsibility to evaluate the services, advice and counsel I am offered and educate myself as to their efficacy, risks or desirability in my particular case. I agree that the actions I take, in this regard, are of my own free-will.
7. Thus, I agree not to file malpractice, civil or criminal lawsuits against a fellow member, unless a member exposes me to a clear and present danger.
8. I understand that, since the Association is protected by the First, Ninth and Fourteenth Amendments to the United States Constitution, it is exempt from any action of Federal and State agencies. All complaints or grievances will be settled by non-judicial mediation or binding arbitration.
9. Private member records kept by the Association are strictly private and can only be released upon written request of the subject member. The only exception is if records are subpoenaed by a warrant duly signed and specific as to date and content.
10. I realize that no health screening, resulting conclusions, or health care services are foolproof. For example, if I choose to forego drugs, surgery or symptom treatments that have been recommended by others, in the public sector, I accept that risk. I assert my right of informed consent.
11. I enter into this agreement of my own free will, or on behalf of a designated dependent, without any pressure or promise of benefit.
12. I affirm that I do not represent any state or federal agency whose purpose is to regulate the practice of medicine or any other health care system.
13. I have read and understand this document and any questions I had were answered fully to my satisfaction.
14. This document consists of my entire agreement for membership and it supersedes any previous agreement I may have made.

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15. I understand that \$35 of my initial consultation fee is for consideration of my membership.

16. The term of membership begins with the date of the acceptance of this agreement and continues until the dissolution of this Association or until termination of membership by the Association.

IN WITNESS WHEREOF, I set my hand on this day to this agreement and completing the registration form above is evidence of my agreement.

Print Applicant's Name: _____

Applicant's Signature: _____

Accepted by: _____ Date: _____

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POST-SCRIPT: Please let me explain why I prefer working with clients who understand that this is a helpful step to take for us to work together more freely.

This form should not be necessary, however, it is very helpful for both of us. This is because there are laws to protect the status quo and the interests of the “powers that be” in this country. These ‘powers’ include the American Medical Association and various governmental and other agencies at state and federal levels.

Laws claiming to “protect the public” actually often stifle innovation and prevent new approaches and therapies from being practiced. Such laws might even be utilized in the modern era to try to prevent individuals from exercising their right to free speech.

For example, if you visit a conventional physician for assistance with a health condition like high blood pressure, you will receive the “standard of care,” which will not vary much from one practitioner to the next. Likewise, diabetes, high cholesterol, obesity, and so on, will be treated according to the standard of care. This conformity is considered a form of protection of the public; protection from “bad” practitioners giving “bad” advice.

Just as there is a standard of care in conventional medicine, there is an accepted *standard of care* in the world of conventional nutrition. So if you visit a licensed nutritionist such as a registered dietician, you would receive standardized care according to how that person was trained.

Now let us look at what may occur when a practitioner departs from these standardized approaches.

If a licensed practitioner offers someone a differing set of approaches to their condition from the standard of care, they could potentially face disciplinary action, and if they repeat this often, they could lose their license. Physician’s licenses have been revoked for example, for stating their beliefs about vaccines that differ from the accepted official stance, or for treating people for thyroid disorders when their labwork is “normal,” or for recommending dietary supplements as opposed to drugs and surgery to treat conditions.

In a similar way a non-licensed practitioner may face repercussions for not “fitting in” and delivering accepted dogma, even if it is *perfectly legal for them to practice as they do*.

There is an *especially high risk of harrassment* when there is no license that can be revoked, and in particular when the methods of health-improvement utilized are not only effective but also low-cost. Proper **nutrition is in fact a threat to the status quo**.

In the words of my former mentor, Dr. Lawrence Wilson, MD, “Today there is an attempt to create an entirely safe society. This has spawned an explosion of regulations and licenses in every field. In health care, education and other fields, **many laws stifle innovation, protect outdated and harmful practices and protect the status quo**. The actual effects of the laws are opposite of their stated goal.” (Wilson, L.D. 2000, *Legal Guidelines For Unlicensed Practitioners*).

When I began as a practitioner under Dr. Wilson back in 2011, I was harassed on a regular basis *for the first three years of my practice*. I know practitioners of Nutritional Balancing who quit practicing due to this kind of harrassment.

The private community designated by this agreement creates an environment in which we can work together more easily because inside the community, we are no longer in the public sphere where you must be protected from information that, for instance, your physician might disagree with, or perhaps your university educated nutritionist might disagree with.

If questions still remain why this is needed, I encourage you to discuss with me your concerns, but ultimately if you prefer to not sign it, I will still provide services for you.