

MEDICAL TOURISM AGREEMENT

MedRetreat, LLC Terms & Conditions

This Medical Tourism Agreement is by and between Jane Doe ("Client") and MedRetreat, LLC. ("Consultant").

Consultant is the leading medical tourism agency firm in the United States specializing in medical treatment and recuperation packages at destinations outside the continental United States. In this role, Consultant has researched and gathered publicly available information and provided this information to Client for Client's use in making a more informed decision about Client's medical treatment options outside the U.S. Consultant does not guarantee or warrant the accuracy of this public information.

Consultant is not a medical referral service and does not endorse, recommend, or approve any travel agency or healthcare provider. Consultant is not a medical professional and does not provide any advice on any issues relating to medical treatment. Consultant's responsibilities are limited to facilitating contact with, and providing information about doctors outside the U.S., including their credentials, in order for Client to make informed decisions. Consultant does not, however, recommend any preferred or specific doctors for Client's desired medical treatment.

Consultant has encouraged and advised Client to discuss all medical issues with Client's medical doctor in the U.S. before making a decision on medical treatment outside the U.S. Through Consultant's medical tourism affiliates around the world and its in-depth research, Consultant has provided information about available medical treatment and recuperation options and package in order for Client to make an informed decision.

By signing this Medical Tourism Agreement Addendum, Client is agreeing to assume all responsibility for Client's choice of doctors, health care providers, or medical procedure undertaken. Consultant assumes no responsibility or liability for any treatment or other services rendered by any doctor, or for any malpractice claims and other claims that may arise directly or indirectly from any such advice, treatment or other services.

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, CONSULTANT ASSUMES NO RESPONSIBILITY NOR GRANTS ANY WARRANTIES, EXPRESS OR IMPLIED RELATING TO THE OPERATION, SAFETY, CONDITION OR SERVICE OF ANY PHYSICIAN, HEALTH CARE PROVIDER, HOSPITAL, AIRCRAFT, MOTOR VEHICLE, BOAT, OTHER CONVEYANCE, INN, LODGE, OR HOTEL AND/OR PRODUCTS ASSOCIATED WITH SUCH ENTITIES OR SERVICES THAT ARE USED WHOLLY OR IN PART BY, FOR OR ON BEHALF OF CLIENT. CONSULTANT IS NOT LIABLE FOR THE ACTS, ERRORS, OMISSIONS, REPRESENTATIONS, WARRANTIES, BREACHES OR NEGLIGENCE OF ANY SUCH SUPPLIERS OR FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING THEREFROM.

CLIENT AGREES THAT UNDER NO CIRCUMSTANCES WILL CONSULTANT OR ITS AFFILIATES, OR ANY OF CONSULTANT'S OR ITS RESPECTIVE DIRECTORS, OFFICERS, MEMBERS, PROPRIETORS, PARTNERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SERVANTS, ATTORNEYS, PREDECESSORS, SUCCESSORS OR ASSIGNS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS AND DAMAGES THAT RESULT FROM INCONVENIENCE, DELAY, OR LOSS OF USE) ARISING OUT OF THE SERVICES PROVIDED BY CONSULTANT, INCLUDING BUT NOT LIMITED TO, CONSULTANT'S WEBSITE, MATERIALS, ARRANGEMENTS MADE BASED ON INFORMATION OBTAINED ON OR THROUGH CONSULTANT'S WEBSITE, OR PRODUCTS OR SERVICES OBTAINED ON OR THROUGH CONSULTANT'S WEBSITE.

Client agrees that this Agreement shall be governed by and construed in accordance with the law of the State of Maryland. The parties agree that any legal action proceeding under or with respect to this Agreement may be brought in the courts of the State of Maryland or the United States having jurisdiction in Anne Arundel County, Maryland, and for the purpose of any such legal action or proceeding, Client hereby submits to the jurisdiction of such courts. Client hereby agrees not to raise, and does waive, any objection to, or any defense based upon the venue of such courts and any objection or defense based upon an inconvenient forum. Client also agrees not to bring any legal action or proceeding under or with respect to this Agreement outside Anne Arundel County, Maryland, unless, for some reason, the courts of the State of Maryland and the federal courts having jurisdiction in Anne Arundel County, Maryland refuse or do not have jurisdiction in the matter.

Except as otherwise expressly provided in this Agreement, any dispute or claim arising under or with respect to this Agreement will be resolved by arbitration under the provisions of the Maryland Arbitration Act (Courts and Judicial Proceedings Article, Section 3-201, *et seq.*, as amended from time to time). The arbitrator in any proceeding may award reasonable costs and expenses, including reasonable attorneys' fee, to the prevailing party.

IN WITNESS WHEREOF, the said parties hereto have hereunder set their hands this Monday, December 20, 2004.

WITNESS:

Jane Doe
Client

Judson Anglin
MedRetreat, LLC

Patrick Marsek
MedRetreat, LLC