

**WAIVER for PARTICIPATING MEMBERS of the ALBERTAPATIENTS COMMUNITY (the "Waiver")**

*WARNING: BY AGREEING TO THE CONTENTS OF THIS WAIVER YOU WILL BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE AND TO LEGAL INDEMNITY*

***PLEASE READ CAREFULLY!***

To: All participating members of the albertapatient community (the "**Community**").

By agreeing to the terms and conditions listed herein, you acknowledge that you, a participating member of the Community, (the "**Participant**") are of legal age and ability to consent to the Waiver and that you have read the Waiver in its entirety and agree to be fully bound by any and all terms and conditions contained herein.

**Disclaimer Regarding Medical Information**

All Community information and reference materials provided and collected, whether provided by the Participant or otherwise, and any and all Community discussions are intended solely for general Community use and are not intended to be used to solicit, obtain or otherwise gather medical information and advice for individual Participant use, whether diagnostic or otherwise.

The Community and all Community information and reference materials provided and collected, whether provided by the Participant or otherwise, and any and all Community discussions are not intended to be used for diagnostic or treatment purposes by the Participant and any and all information, reference materials and discussions whether provided, collected, gathered, presented or occurring while participating in the Community or otherwise, are not intended to diagnose or treat health or medical problems or concerns and are not intended to take the place of professional medical care.

The Community and all Community information and reference materials provided and collected, whether provided by the Participant or otherwise, and any and all Community discussions are neither intended to dictate what constitutes reasonable, appropriate or best care for any given health or medical issue or concern nor intended to be used as substitutes for the independent judgment of a duly qualified physician or other health care provider.

The Community and all Community information and reference materials provided, referenced, included or otherwise made available while participating in the Community, whether in discussion format or otherwise, are for general information purposes only and are not intended for individual Participant use, whether diagnostic or otherwise.

The Participant will not use the Community to address and seek specific information, whether diagnostic or otherwise, in respect of any and all individually-specific health or medical questions, concerns or issues, and will address any and all individually-specific health or medical questions, concerns or issues, with a duly qualified physician or other health care provider.

## Legal Disclaimers

All Community information, reference materials, and discussions are not intended to be considered medical advice, specific or otherwise, and are not intended to replace consultation by the Participant with a duly qualified physician or other health care practitioner in respect of the Participant's individual health or medical concerns or issues. The Community should in no way be considered a source for specific medical advice or a plan for specific medical or disease management. The primary responsibility with respect to the Participant's individual health or medical concerns or issues, including medical and disease management, remains with the Participant's treating physician or other duly qualified health care practitioner and the Participant should only follow their treating physician's or other duly qualified health care practitioner's advice. The Participant **SHALL NOT** change, modify or otherwise alter their medical or disease management plan without first consulting their treating physician or their duly qualified health care practitioner directly.

The Participant must not rely on the Community information, reference materials and discussions as an alternative to seeking medical advice from a duly qualified physician or other health care practitioner and will direct any specific questions about health or medical concerns or issues to their duly qualified physician or health care provider.

If the Participant is suffering from any medical condition, the Participant should seek immediate medical attention from their duly qualified physician or health care provider.

The Participant should never delay seeking medical advice, disregard medical advice or discontinue medical treatment due to the receipt of information, whether verbal or written, directly or indirectly related to the Community.

The Participant acknowledges that the Community may include interactive features which allow participants to communicate with each other and with the organizers of the Community, including **THINKHQ PUBLIC AFFAIRS INC.** and the **ALBERTA MEDICAL ASSOCIATION** and their respective owners, employees, personnel and agents, (the "**Organizers**").

The Participant acknowledges that, because of the limited nature of communication through the Community's interactive features, any assistance the Participant receives using such features is likely to be incomplete and may even be misleading and that any assistance received resulting from the Community's interactive features does not constitute specific advice and accordingly shall not be relied upon without further independent confirmation from a duly qualified person.

## Disclaimer of Liability and Release

The Participant understands that the Community is a privately organized initiative organized by the Organizers for the sole use of collecting general information and data and is not intended to be used by the Participant in order to treat, diagnose or otherwise address their specific health or medical concerns or issues. The Participant understands that, in the event the Participant has specific health or medical concerns or issues, the Participant will consult with a duly qualified physician or other health care practitioner.

The Participant agrees that participation in the Community shall only be for lawful purposes and agrees that participation shall not be used for any unlawful, threatening, abusive, harassing, defamatory, discriminatory or other similar purpose which would give rise to civil liability or otherwise violate any applicable local, provincial or federal law.

The Participant assumes all responsibility and risk in respect of participating, whether directly or indirectly, in the Community and in respect of the information, whether verbal, written or otherwise, the Participant presents while participating in the Community and acknowledges and agrees that at no time and under no circumstances shall the Organizers be liable for any DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS which result, directly or indirectly, from the Participant's participation in the Community.

**BY PARTICIPATING IN THE COMMUNITY, I AGREE TO THE TERMS AND CONDITIONS CONTAINED HEREIN AND FOREVER RELEASE, INDEMNIFY AND HOLD HARMLESS THE ORGANIZERS OF LEGAL LIABILITY FOR ANY AND ALL INJURIES, WHETHER DIRECTLY OR INDIRECTLY RESULTING FROM PARTICIPATING IN THE COMMUNITY, INCLUDING ANY AND ALL PHYSICAL, EMOTIONAL OR FINANCIAL INJURY AND INCLUDING DEATH AND PROPERTY DAMAGE. THIS RELEASE APPLIES EVEN IF THE PARTICIPANT'S INJURY, DEATH OR PROPERTY DAMAGE IS CAUSED BY THE ORGANIZER'S NEGLIGENCE OR OMISSION.**

**TO THE FULLEST EXTENT ALLOWED BY LAW, I AGREE TO IRREVOCABLY WAIVE, RELEASE, REMISE, QUIT CLAIM AND FOREVER DISCHARGE THE ORGANIZERS FROM AND AGAINST ALL MANNER OF ACTIONS, CAUSES OF ACTIONS, SUITS, PROCEEDINGS, OBLIGATIONS, LIABILITIES, DUTIES, CLAIMS, DAMAGES AND DEMANDS WHATSOEVER, WHETHER KNOWN OR UNKNOWN, AND RELATED, WHETHER DIRECTLY OR INDIRECTLY, TO THE COMMUNITY.**

**I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PHYSICAL, EMOTIONAL OR FINANCIAL INJURY, INCLUDING DEATH AND PROPERTY DAMAGE, RESULTING, WHETHER DIRECTLY OR INDIRECTLY, FROM THE COMMUNITY.**