



Consent To Treat And Financial Responsibility Guarantee

CONSENT TO MEDICAL CARE. I hereby authorize the health care providers of Drip Runner (“the Practice”) and their staff, to perform any medical diagnostic procedures and medical care which in their professional judgment is deemed necessary to diagnose and/or treat the conditions that have brought about my seeking medical care services from the Practice. I acknowledge that no guarantees are made to me concerning the outcomes of the treatment rendered by the health care providers of the Practice. By signing below, I acknowledge that I have read (or have had it read to you), have had an opportunity to ask questions about, and agree to the terms of this Consent (“Consent”), and agree to obtain treatment from a Drip Runner practitioner (“Treatment”) at Drip Runner (“Drip Runner”). I also authorize Drip Runner staff to examine, monitor, and advise me with respect to any Treatments.

1. I understand that the services that Practice provides include: IV therapy, COVID-19 testing and lab testing. I agree that the Practice has communicated to me the risks and benefits associated with each treatment I am agreeing to undertake, and I have had an opportunity to ask the practitioner any questions I have on the risk associated with the treatment I am undertaking. Knowing each of those risks, I am agreeing to proceed with services from the Practice. I understand that it is not reasonable to expect my Drip Runner practitioner to explain all possible risks and complications of any Treatments, and that risks, complications, and undesired results are not necessarily the results of errors of judgment by my Drip Runner practitioner or associated Drip Runner staff. I also understand that material changes to my physical condition or health, or my reaction to any Treatments, may require changes in the administration of my Treatments, and my Drip Runner practitioner will explain the need for those changes and available options at that time.

2. I consent to receiving a medical screening via telehealth/telemedicine methods and understand that there are certain risks associated with receiving care through telehealth/telemedicine methods. Furthermore, I have made the medical staff aware of all my known health conditions, allergies, and medications I am taking.

3. I acknowledge the rendering of care by the staff of Drip Runner, including the medical doctor, nurse practitioner, physician assistant, nurse or other staff person. Care may include, but is not limited to, obtaining a medical history, performing a physical examination or telemedicine examination, and providing treatment as needed. I have fully and accurately disclosed my medical history to my Drip Runner practitioner, and have been examined or will undergo an examination, either in person or via telehealth, by my Drip Runner practitioner, prior to beginning any Treatments. I am aware of the significant or common risks, benefits, side effects and adverse reactions that can be associated with any Treatments, and I have had full opportunity to ask any questions of my Drip Runner practitioner related to any Treatments. I agree that I am and will be under the care of another medical provider for all other conditions not directly related to any Treatments and I understand that my Drip Runner practitioner can work in conjunction with, but cannot replace, my regular primary care practitioners, such as general physicians or other specialists in family medicine or internal medicine. I understand and acknowledge that Drip Runner, my Drip Runner practitioner, and associated staff shall not be liable for any injury or damages I suffer as a result of my failure to fully and accurately disclose my medical history to my Drip Runner practitioner prior to starting any Treatments, or to update such history in a timely manner throughout any Treatments.

I agree to immediately report any medical problems I experience during any Treatments, including any unusual symptoms (whether or not such symptoms are described in this Consent), to my Drip Runner practitioner. I hereby release Drip Runner, its staff and your Drip Runner practitioner from liability from any damages or

injuries I suffer as a result of my failure to follow my Drip Runner practitioner's instructions or the terms of this Consent. In the event I experience an emergency medical situation, including but not limited to an allergic reaction, I will seek medical help at an emergency room. I understand that neither Drip Runner nor my Drip Runner practitioner is equipped to render emergency medical assistance.

4. I understand that I am assuming the risk of exposure to COVID-19 (or other public health risk) by having these services provided. Moreover, by inviting the Practice into my home or workplace, I understand that there may be an increase in risk to exposure to other individuals who I am in contact with. I agree to inform the Practice if either myself or anyone I live with or anyone I have been in contact with displays any symptoms consistent with the coronavirus.

5. I understand that the Practice may create a customized therapy to meet my needs. I understand that such custom therapies may not be reviewed or approved by the Food and Drug Administration or any other entity for safety, quality, or effectiveness. I knowingly and voluntarily consent to such therapies regardless of whether or not they are approved by the FDA or any other entity for safety, quality, or effectiveness. I understand that many of Drip Runner's Treatments are designed to optimize my health and are focused on prevention and overall wellness. These Treatments, including any medications, therapies and supplements, may be considered non-traditional or alternative medicine. Many traditional or conventional physicians would not utilize the same approaches to treatment. By signing below, I acknowledge my understanding that many of Drip Runner's Treatments are outside the traditional standard of care and I agree to proceed with such Treatments. I understand that neither Drip Runner, its staff, nor my Drip Runner practitioner guarantees that I will experience particular results as a result of any Treatments. My Drip Runner practitioner and/or associated Drip Runner staff have explained the costs of the Treatment to me, and I agree to pay those costs according to agreed-upon terms.

6. **MEDIATION AND ARBITRATION AGREEMENT.** While the Practice does not anticipate any issues or concerns during the course of my treatment, it is understood and agreed by me and the Practice, including its employees (including, its nurses, physicians, etc.), agents, subsidiaries, affiliates, successors or assigns, that any and all disputes between us exceeding the jurisdictional limit of the small claims court, including, but not limited to any claim of medical malpractice, loss of consortium, wrongful death, and emotional distress ("Disputes") shall first be submitted to non-binding mediation or, if such mediation proves to be unsuccessful, to binding arbitration, and not by a lawsuit or resort to court process except as applicable law provides for judicial review of arbitration proceedings. A Dispute shall be waived and forever barred if (i) on the date notice thereof is received by a party requesting Mediation and/or arbitration of a Dispute, the claim, cause of action or Dispute, if asserted in a civil action, would be barred by the applicable statute of limitations for the applicable state or federal law that would otherwise govern it if it had been brought in civil court, or (2) the applicable party fails to pursue arbitration in accordance with the procedures prescribed herein with reasonable diligence. It is our intent that this agreement binds all parties whose claims may arise out of or related to any treatment or service provided by the Practice to me, including my spouse (if any) or heirs and any children, whether born or unborn, at the time of the occurrence giving rise to any claim.

7. All Disputes based upon the same incident, transaction or related circumstances shall be mediated and, if necessary, arbitrated in one proceeding. However, I agree that the Practice may, at the Practice's sole discretion and in lieu of mediation or arbitration, file one or more actions in a court of appropriate jurisdiction to collect any fees owed by me to the Practice. The filing by the Practice to collect any fees from me shall not waive the Practice's right to compel mediation and arbitration of any other Disputes.

8. Mediation. Prior to either of us pursuing any Disputes either in arbitration or otherwise, we will voluntarily submit all Disputes (except to pursue injunctive relief) to voluntary non-binding mediation before a jointly selected neutral third-party JAMS or AAA mediator ("Mediation"). Mediation shall occur in Greenbelt, Maryland

within sixty (60) days of either of us notifying the other party in writing of such dispute. The mediator's fee shall be split equally between us; however, each of us shall pay the fees of our own attorneys and expenses of our own witnesses (if any).

9. *Arbitration*. All Disputes that are not resolved by Mediation shall be resolved by final and binding arbitration except for Disputes that are expressly prohibited by applicable law from being subject to binding arbitration. Arbitration shall be conducted by a single neutral arbitrator before the J.A.M.S / Endispute or its successor ("JAMS") in Greenbelt, Maryland. Except as provided otherwise herein or as may be required under applicable law for arbitrations involving health care providers, the arbitration shall be conducted under the JAMS Streamlined Arbitration Rules, or equivalent rules in effect at the time the arbitration demand is filed (the "Rules"). The arbitrator shall be qualified by education, training, or experience to resolve the underlying Dispute(s). We shall first try to agree upon an arbitrator amongst ourselves; however, if unsuccessful after fourteen (14) calendar days, the arbitrator will be selected from an odd-numbered list of experienced arbitrators provided by JAMS with each of us striking one arbitrator from the list alternately until only one arbitrator remains. The arbitrator has the immunity of a judicial officer from civil liability when acting in the capacity of an arbitrator under this agreement. This immunity shall supplement and not supplant any other applicable statutory or common law immunity. As in any arbitration, the burden of proof shall be allocated as provided by applicable law. The arbitrator shall have all powers conferred by law and a judgment may be entered on the award by any court of law having jurisdiction. The arbitrator shall render a written arbitration award or decision that contains the essential findings and conclusions on which the award is based. Either of us may bring an action to confirm or enforce any arbitration award or orders in any state or federal court of competent jurisdiction. To the maximum extent permitted by law, the decision of the arbitrator shall be final and binding on us and shall be subject to judicial review only to the extent provided by law. We shall be entitled to file dispositive motions before the arbitrator to the same extent as would be allowed had the dispute been heard in a court of law having jurisdiction over our claims or counterclaims. Discovery shall be conducted pursuant to Maryland Code of Civil Procedure section 3-2A-05; however, depositions may be taken without prior approval of the arbitrator. We also both shall have the absolute right to arbitrate separately the issues of liability and damages upon written request to the arbitrator. We both consent to the intervention and joinder in any arbitration of any person or entity which would otherwise be a proper additional party in a court action, and, upon such intervention and joinder, any existing court action against such additional person or entity shall be stayed pending arbitration. The arbitrator is authorized to award such relief as would otherwise be permitted by law. The arbitrator is also authorized to award equitable relief, costs, attorneys' fees, and expert witness fees and to allocate them among the parties as provided by law or the applicable JAMS rules for the particular claims asserted. Although, we agree that the arbitrator may not award punitive damages for any Dispute. The expenses and fees of the arbitration as well as the arbitrator shall be split equally between us or, in the event of an intervention or joinder by any third party, the split shall be a pro-rata split between all parties to the arbitration. Unless otherwise directed by the arbitrator, each party to the arbitration shall bear their own legal fees, witness fees (if any) or any other costs or expenses incurred by the party for such party's own benefit in any arbitration. However, the prevailing party in any arbitration shall be entitled to its reasonable attorneys' fees, costs and necessary disbursements or expenses in addition to any other relief to which it may otherwise be entitled. Finally, we both agree that provisions of Maryland law applicable to health care providers shall apply to disputes within this arbitration agreement, including, but not limited to.

10. I acknowledge and agree that I am executing this agreement to arbitrate and mediate voluntarily and without any duress or undue influence by the Practice or anyone else. I also warrant that I have not relied on any oral representations relative to mediation or arbitrations that are not in writing and included in this agreement. Furthermore, I acknowledge and agree that I fully understand this agreement, including that: **BY AGREEING TO ARBITRATION, I AM GIVING UP AND WAIVING ANY RIGHTS THAT I MAY HAVE TO TRIAL BY A JUDGE OR JURY WITH REGARD TO THE MATTERS WHICH ARE REQUIRED TO BE SUBMITTED TO MANDATORY BINDING ARBITRATION, INCLUDING ANY MALPRACTICE DISPUTES.**

FURTHERMORE, I ALSO UNDERSTAND, ACKNOWLEDGE AND AGREE THAT THERE IS NO RIGHT TO APPEAL OR A REVIEW OF AN ARBITRATOR'S AWARD AS THERE WOULD BE A JUDGE OR JURY'S DECISION.

11. FINANCIAL AGREEMENT AND GUARANTEE. I accept full and complete financial responsibility for all medical services rendered to me and agree to pay for the services in full within 7 days of receiving testing. I further acknowledge, understand, and agree that in the event that I fail to make such payments in accordance with the payment policies of the Practice, or in the event of default of my financial obligation to pay for services rendered, the Practice may terminate the "doctor-patient" relationship with me. Furthermore, in the event of my default of my financial obligation, should my account be turned over to an external collection agency for non-payment, I agree to pay any associated collection costs.

12. GOVERNING LAW. Except to the extent governed by the Federal Arbitration Act, this agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Maryland and without regard to its conflicts of laws provisions. I hereby expressly consent to the personal jurisdiction of the state and federal courts located in Chevy Chase, Maryland, which shall have exclusive jurisdiction to adjudicate any dispute arising out of this agreement that is not otherwise governed by the arbitration provision herein.

13. SEVERABILITY. The invalidity or unenforceability of any particular provision of this agreement shall not affect the other provisions hereof, all of which shall remain enforceable in accordance with their terms. If any of the provisions of this agreement or any part of any of them is hereafter construed or adjudicated to be invalid or unenforceable, such provision (or portion thereof) will be enforced to the maximum extent permissible so as to effect our intent, and the remainder of this agreement will continue in full force and effect without regard to the invalid portions.

I understand that the terms herein are contractual and not a mere recital; and that I sign this document as my own free act and void of any coercion. I also understand and acknowledge that I have the right to request and receive a copy of this agreement at any time from the Company. The permissions granted herein shall begin on the date listed below and shall remain effective until terminated by the undersigned except for the financial agreement and guarantee, governing law, severability and mediation and arbitration sections herein, which cannot be terminated. My signature below verifies that I have read all of the information contained in this agreement and asked questions about anything I have not understood up to this point.

