

# **MEDICAL TOURISM AGREEMENT**

## **Health Vacations Inc.**

### **Terms & Conditions**

This Medical Tourism Agreement is by and between Jane Doe (“Client”) and Health Vacations Inc. (“Consultant”).

Health Vacations Inc. is the leading medical tourism agency firm located in Canada. Health Vacations Inc. specializes in the medical treatment, rest and recuperation packages at destinations outside the country of Canada. Health Vacations Inc. has researched and gathered all necessary information made readily available to the public, as well as provided this information in a user-friendly manner to the Client for the Client’s use in making a more informed, well educated decision about the Client’s medical treatment options outside the country of Canada. It is important to note that Health Vacations Inc. does not guarantee or warrant the accuracy of the public information disclosed to the client.

Health Vacations Inc. is not a medical referral or consultation service and do not endorse, make recommendations, or approve any travel agency or healthcare provider. Health Vacations Inc. consultants are by no means medical professionals and do not provide any advice on issues relating to medical treatment or well-being. The responsibilities of Health Vacations Inc. are limited to facilitating contact with, and providing information about doctors outside of Canada, including their qualifications and credentials; the disclosed information is provided in order to aid the Client in making well informed decisions. Health Vacation Inc. consultants will recommend preferred, qualified and specific doctors based on the Client’s desired medical treatment options; this is in order to assure proper treatment and care while using Health Vacations as a medical outsourcing consultant specialist.

Health Vacations Inc. encouraged and advises Client using our service to thoroughly discuss all relevant medical issues with Client’s medical doctor in Canada before making decisions on medical treatment outside Canada. Through Health Vacations Inc. medical tourism international affiliates and its in-depth research, Health Vacations Inc. has provided information about available medical treatment and recuperation options, as well as, packages in order for Client to make an educated decision about the appropriate measures to take for Clients’ health needs and concerns.

By signing this Medical Tourism Agreement Addendum, Client is agreeing to assume all associated responsibilities for his/her choice of doctors, medical personnel, health care providers, or medical procedures undertaken when choosing to use Health Vacations Inc. as a consulting service. Health Vacations Inc. 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, HEALTH VACATIONS INC. 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.

The parties agree that any legal action proceeding under or with respect to this Agreement may be brought in the courts of the area where the legal infraction occurred or in the province of Ontario, Canada having jurisdiction in 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 the Province of Ontario or area where the legal issue occurred unless, for some reason, the courts in the Province of Ontario, Canada and the federal courts having jurisdiction in Canada refuse or do not have jurisdiction in the matter.

WITNESS:

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Client

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Health Vacations Inc.

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Health Vacations Inc.

Date: