



## **Medical Procedure Facilitation Contract\***

This Medical Tourism Facilitation Contract ("Contract") is made on \_\_\_\_\_, \_\_\_\_\_, 2021 by and between \_\_\_\_\_ ("Patient") and XYZ Medical Tourism Facilitator ("Facilitator") (collectively referred to as "Parties").

### **RECITALS**

**WHEREAS** Lili Clarke INC is engaged in the business of medical tourism. Providing access to medical procedures performed in the country of Colombia.

**WHEREAS** patient is seeking to receive medical services and procedures in the country of Colombia.

**WHEREAS** Lili Clarke INC provides patient with assistance obtaining medical services and/or procedures in the country of Colombia.

**NOW THEREFORE**, based on the terms and conditions set forth below and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

### **TERMS & CONDITIONS**

#### **1. SCOPE**

- 1.1 Patient is seeking the Medical Procedure generally described as \_\_\_\_\_ ("Medical Service" or "Medical Procedure"). The patient wishes to receive this Medical Procedure in the country of Colombia.
- 1.2 Lili Clarke INC, USA works in conjunction with LILI Clarke Colombia to screen every medical facility, Lili Clarke INC Colombia partnering doctors and employees of Lili Clarke SAS Colombia to ensure the Patient received quality service.
- 1.3 Lili Clarke INC coordinates various aspects of the process, including but not limited to Lili Clarke SAS Colombia partnering doctors' services, accommodations, transportation, 24 hours housekeeping, post-operative care (24 hours nurses, massages therapist, medications, etc.), and all-inclusive in-house dining.
- 1.4 For this agreement and concerning the patient, the parties acknowledge that Lili Clarke INC acts only to coordinate the Medical Procedure, travel, and accommodations the patient seeks. Lili Clarke INC is not acting as a medical advisor, physician, or providing medical advice of any kind. Patient acknowledges patient has or will consult with trusted, qualified medical professionals before traveling to receive, or engaging in, Medical Services. The patient recognizes patient has chosen the Medical Service and related accommodations independently and without influence from Lili Clarke INC.
- 1.5 Based on the patient's choices, Lili Clarke INC works to create a Package that is comprised of service items, including, but not limited to: visitor tours and medical services. Any services chosen by the patient are performed or provided by third parties independent of Lili Clarke INC. In addition, Lili Clarke INC only negotiates, so the patient receives the benefit of Lili Clarke INC volume and wholesale pricing for their package.



1.6 The patient chooses the service items to be included in their package. The patient's selected services are booked and arranged by Lili Clarke INC to encompass all aspects of the travel, accommodations, and medical assistance. The does not package includes incidental charges or alcohol unless expressly stated herein.

1.7 Lili Clarke INC agrees to provide reasonable assistance to the patient throughout the travel period of the Medical Tourism Package to ensure a pleasant experience. Lili Clarke INC further agrees to advocate on the patient's behalf should any disputes arise with any service providers but cannot guarantee any resolution. The patient hereby waives and releases Lili Clarke INC from liability arising from complications or conflicts arising from partnering doctors or medical facilities providers.

1.8 The patient understands and acknowledges complications can arise from the Medical Procedure Patient has chosen, resulting in injury and/or death. The patient understands Lili Clarke INC has no control or influence over complications arising from the Medical Procedure. Accordingly, the patient hereby waives and releases Lili Clarke INC from all liability arising from, or damages caused by the chosen Medical Procedure.

## 2. ESTIMATED COST

2.1 The total estimated price for the options outlined in the Patient's Package is <price in words> (\$\_\_\_) ("Estimate"). The Estimate is subject to change based on any additions or changes requested and agreed to by the patient in writing. In addition, the Estimate can change based on factors not within Lili Clarke INC control, including, but not limited to, additional services engaged by the patient, changes to the schedule, or changes to services. The Estimate can also change if complications arise, unknown conditions are discovered, or changes to the Medical Services. Changes to the Medical Tourism Package schedule or services, including cancellation of the package, may also result in additional fees or costs. Any such additional cost or charges will be added to the Estimate.

2.2 Rescheduling any or all packages is exceedingly difficult and will incur additional costs if the patient requeststo reschedule the package. The patient must submit to Lili Clarke INC such a request in writing at least ten-five (10) calendar days before the original travel start date to explain why the rescheduling is required. Failure to submit the rescheduling request within such time will result in forfeiture of the patient's deposit. Lili Clarke INC may agree to allow the change or refuse the change in its sole discretion without dispute. The patient may be required to pay rescheduling costs and fees and may be required to submit an additional deposit before Lili Clarke INC will agree to reschedule the package.

2.3 Lili Clarke INC will assist with payment arrangements which may vary depending on requirements of your medical services. The estimated price for the totals package is due and payable before the travel date. Failure to timely payments may cancel the entire package and may result in cancellation fees. In addition, the patient agrees to pay a one-time refundable deposit of \$\_\_upon arrival to the Medical Service destination to cover any incidental expenses.

## 3. REQUIRED PATIENT INFORMATION

3.1 The patient must fill out forms provided by Lili Clarke INC. The patient agrees to fill the forms truthfully and accurately provide any such information, including the execution of any medical releases, completing all medical forms, and providing all health information required to engage in the Medical Services. The patient understands they need to complete, accurately, and truthful disclosure of medical history, health information, or other information requested is necessary for engaging in travel or any Medical Services.



Lili Clarke INC shall protect patient's information with industry-standard protections or, in the absence thereof, protect such information with no less than a reasonable degree of care.

4. WAIVER, INDEMNIFICATION, AND ASSUMPTION OF RISK

4.1 Participant understands and accepts that all Medical Procedures may involve serious risks, including injury or death. Such risks are inherent and can be eliminated by exercising diligence or care. Participant further understands and accepts that traveling internationally also involves serious. THE PATIENT ACKNOWLEDGES THESE RISKS AND HEREBY AGREES TO ASSUME ANY AND ALL RISK ARISING FROM SUCH TRAVEL OR MEDICAL PROCEDURES.

4.2 To the maximum extent allowed by law, patient waives, releases, and holds harmless Lili Clarke INC USA and Lili Clarke Colombia, as well as its employees, representatives, heirs, assigns, and/or agents ("Released Parties") from any and all suits, claims, proceedings, demands and/or incidents for medical complications, bodily injury, death, and/or property damage of any person or entity, including derivative claims of any kind for pain, suffering, loss of capacity, loss of earning, and/or loss of consortium ("Claims"), which in any way arise out of or in connection with Facilitator's Services.

4.3 Further, to the maximum extent allowed by law, patient shall defend and indemnify Released Parties from any and all such Claims.



4.4 The Parties mutually waive, release, and relinquish any claim or demand for consequential, special, punitive, incidental, and/or indirect damages of any kind, regardless of the factual basis or legal theory from which it arises.

5. MISCELLANEOUS

5.1 Patient expressly agrees that this agreement shall bind patient and each of its successors and assigns, including, but not limited to patient's family, assigns, estate, heirs, and personal representatives.

5.2 The Parties agree this Contract is severable, and any provisions contained herein which are found to be null, void, and/or unenforceable shall be reformed to the maximum extent allowed under applicable law to further the intent of the offending provision or removed with all else in this Contract remaining effective.

5.3 Except for the warranties expressly outlined in this Contract, Lili Clarke INC does not make any other express or implied warranties or representations of any kind. All such other warranties and representations are hereby disclaimed.

5.4 This Contract shall be governed and construed by the laws of the USA, East Stroudsburg/PA, without regard to conflict of law principles. Suppose any Claim arises out of this Contract of Lili Clarke INC Services. In that case, the Parties shall, as a condition precedent to arbitration, engage in the mediation of any dispute unless the Parties agree otherwise in writing. Any dispute which is not settled or disposed of by mediation shall be referred to binding arbitration. The arbitration proceedings shall take place in \_\_\_\_\_ or elsewhere as the Parties may agree. The Parties hereby agree to i.) waive all rights trial by judge and/or jury, ii.) waive all rights to commence any litigation regarding any dispute under this Contract, and iii.) do hereby expressly elect the arbitration option in lieu of litigation. Costs for mediation and/or arbitration costs shall be shared equally. The prevailing party of arbitration shall be entitled to recover from the non-prevailing party all reasonable costs and attorneys' fees arising from enforcing its rights under this Contract.

5.5 No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

5.6 This Contract constitutes the entire agreement between the Parties about its subject matter, and it supersedes all prior, contemporaneous agreements, representations, and understandings of the Parties. No supplement, modification, or amendment of this Contract shall be binding unless executed in writing by all parties.

**THEREFORE**, incomplete understanding of the terms and conditions contained herein and after reading, review, and due consideration, the Parties hereby acknowledge their understanding and agreement to the terms and conditions set forth herein.

**PATIENT**

**Facilitator**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_



Date: \_\_\_\_\_