

MEMORIAL MEDICAL CENTER WEIGHT LOSS & WELLNESS CENTER FACEBOOK GROUP PAGE CONSENT

MWLWC Secret Facebook Page:

- MWLWC Bariatric Patient Support Group
- MWLWC Long-Term Post Op Patient Support Group

Patient name: _____ DOB: _____

MRN: _____ Date of service: _____ Provider: _____

Terms and Conditions of Use

PLEASE READ THIS ENTIRE AGREEMENT CAREFULLY BEFORE ACCESSING THE MEMORIAL MEDICAL CENTER WEIGHT LOSS & WELLNESS CENTER FACEBOOK GROUP PAGE (THE "GROUP PAGE"). IT IS A BINDING AGREEMENT BETWEEN YOU AND MEMORIAL MEDICAL CENTER AND ITS SUBSIDIARIES OR AFFILIATES (COLLECTIVELY, "MMC"). BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE REVIEWED THESE TERMS AND CONDITIONS OF USE (THE "AGREEMENT") AND AGREE TO THEM IN THEIR ENTIRETY. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS OF USE, YOU WILL NOT BE INVITED TO USE THE GROUP PAGE.

The Group Page is intended for active MMC Weight Loss & Wellness Center patients to:

- Develop skills to assist them in reaching their goals;
- Feel a sense of support from other group members;
- Understand more about themselves;
- Identify and explore thoughts, feelings and behaviors that hold them back; and
- Learn how to improve such thoughts, feelings and behaviors.

The Group Page is a secret Facebook group. Users cannot join the Group Page without permission from MMC. Individuals' status as a member of the Group Page and posts on the Group Page are viewable only by other members of the Group Page.

Medical Information and Emergencies. Any information contained on this Group Page regarding medical conditions or treatments is for education purposes only and should not be used in lieu of medical advice provided by your healthcare provider. Please contact your healthcare provider for information or advice regarding medical problems and treatment. If you are experiencing an emergency, call 911 or your local emergency assistance number.

Privacy and Security. You understand that MMC makes no guarantee that any information posted on the Group Page or provided by you will be kept confidential or private. MMC also cannot guarantee the safety and security of the Group Page, which is provided by a third party (Facebook). There is the possibility that viruses, Trojans or other malicious software may obtain your information and release and/or use your information without MMC's knowledge. There may be other risks associated with use of the Group Page which are currently unknown. You should use discretion and take appropriate steps to protect any personal or other information that you do not want disclosed on this Group Page.

Communications Sent through Group Page. All information you send through the Group Page, including, but not limited to, any personal identifiable information, questions, comments or requests for information, is voluntarily disclosed by you and is considered non-confidential. Please do not send any protected health information as defined in the Health Insurance Portability and Accountability Act ("HIPAA") through the Group Page regarding you or anyone else. MMC has no legal obligation, reporting obligation or other obligation with respect to the information voluntarily submitted by you to the Group Page.

Information Posted to Group Page. MMC disclaims all liability for any information or content posted by you to the Group Page. You are responsible for ensuring that you have all necessary consents, permissions and authority to post any and all information and content on the Group Page, including, but not limited to, any photos. Do not post any content that is subject to copyright laws or owned by a third party that has not given permission for you to post.

Use of Group Page. You agree to use the Group Page for your personal purposes only and not to use the Group Page or content posted to the Group Page in any manner prohibited by law, the terms of this Agreement or Facebook policies. All disclaimers or endorsements of any products or services or solicitations for contributions for any cause are strictly prohibited. You may not disclose any proprietary or confidential information of or about MMC on the Group Page. Additionally, you may not represent that you are communicating the views of MMC, whether express or implied, on the Group Page or elsewhere.

Indemnification. You agree to indemnify, hold harmless and defend MMC, its directors, officers, employees and agents from and against any action, cause, claim, damage, debt, demand or liability, including reasonable costs and attorney's fees, asserted by any person, arising out of or relating to this Agreement and your use of the Group Page.

Disclaimer of Warranties. THE GROUP PAGE IS PROVIDED ON AN "AS-IS" BASIS AND MMC EXCLUDES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY WARRANTY OF ANY KIND: EXPRESS, IMPLIED OR STATUTORY. YOU EXPRESSLY AGREE THAT THE USE OF THE GROUP PAGE IS AT YOUR SOLE RISK. MMC MAKES NO OTHER WARRANTIES—EXPRESSED, IMPLIED OR STATUTORY—INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN RELATION TO THE GROUP PAGE.

MMC DOES NOT WARRANT THAT THE INFORMATION PROVIDED IN THE GROUP PAGE, OR ANY INFORMATION PROVIDED BY OTHER WEBSITES LINKED TO THIS GROUP PAGE, IS ACCURATE, COMPLETE OR UP-TO-DATE. MMC HAS NO OBLIGATION TO UPDATE THE CONTENT OF THIS GROUP PAGE OR ANY WEBSITE LINKED TO THIS WEBSITE, INCLUDING, BUT NOT LIMITED TO, INFORMATION REGARDING ITS PRODUCTS AND SERVICES. YOU ACKNOWLEDGE THAT ANY RELIANCE UPON ANY OPINION, ADVICE, DATA, STATEMENT, MEMORANDUM OR INFORMATION PROVIDED BY THIS GROUP PAGE OR INFORMATION PROVIDED ON WEBSITES LINKED TO THIS GROUP PAGE, SHALL BE AT YOUR SOLE RISK. MMC RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO CORRECT ANY ERRORS OR OMISSIONS IN ANY PORTION OF THE GROUP PAGE.

Limitation of Liability. YOU AGREE THAT MMC SHALL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSS OR INJURY CAUSED IN WHOLE OR IN PART BY RELYING UPON, USE OF OR INTERPRETING INFORMATION OBTAINED THROUGH USE OF THE GROUP PAGE. UNDER NO CIRCUMSTANCES SHALL MMC BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE GROUP PAGE, EVEN IF MMC OR ITS AGENTS OR REPRESENTATIVES KNOW OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE AND EXCLUSIVE REMEDY HEREUNDER SHALL BE FOR YOU TO DISCONTINUE YOUR USE OF THE GROUP PAGE AND TERMINATE THIS AGREEMENT.

MMC DOES NOT CONTROL OTHER WEBSITES THAT MAY PROVIDE LINKS TO THE GROUP PAGE. MMC SHALL NOT BE LIABLE FOR ANY LOSS OR INJURY ARISING FROM INFORMATION CONTAINED ON OTHER WEBSITES, FROM THEIR LINKING TO THE GROUP PAGE OR FROM LINKS ON THE GROUP PAGE TO OTHER WEBSITES.

Agreement; Modification to Terms. The effective date of this Agreement is the earlier of either (a) the date this Agreement is accepted by the User or (b) the date that the User begins accessing the Group Page. This Agreement continues in effect until you are removed from the Group Page by MMC pursuant to this Agreement or MMC policies and procedures governing the Group Page or you remove yourself from the Group Page. MMC reserves the right to modify this Agreement at any time, without notice, effective upon posting of an updated version of this Agreement on the Group Page. User is responsible for regularly reviewing updates to this Agreement. Continued use of the Group Page after any such changes shall constitute User's consent to such changes.

General. This Agreement shall be governed by Illinois law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. The parties agree that jurisdiction and venue for all suits relating to or arising out of this Agreement or the Group Page shall be proper only in the state or federal courts located in Sangamon County, Illinois. User hereby consents and agrees to the exercise of jurisdiction by such courts. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision, with all other provisions remaining in full force and effect. No joint venture, partnership, employment or agency relationship exists between User and MMC as a result of this Agreement or use of the Group Page. The failure of MMC to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by MMC in writing. This Agreement, together with any exhibits or attachments hereto, comprises the entire Agreement between User and MMC and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

Patient signature*: _____ Date: _____

Patient printed name: _____

Parent/guardian signature: _____ Date: _____

Printed parent/guardian name: _____

Patient's email address used for Facebook: _____

** If the parent or guardian has not consented to the provision of services, and, instead, the minor has provided legally sufficient consent, the minor may consent for him or herself.*