



## **Medical Procedure Facilitation Contract**

This Medical Tourism Facilitation Contract (“Contract”) is made on \_\_\_\_\_, \_\_\_\_, 2023 by and between \_\_\_\_\_ (“Patient”) and **Athens Passages**(“Facilitator”) (collectively referred to as “Parties”).

### **RECITALS**

**WHEREAS**, Facilitator is engaged in the business of medical tourism and medical services marketing. It provides access to medical procedures performed internationally.

**WHEREAS**, Patient is seeking to receive medical services and/or procedures internationally.

**WHEREAS**, Facilitator is willing to provide Patient assistance with obtaining medical services and/or procedures internationally.

**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 *Sober Living with medical deotox* (“Medical Service” or “Medical Procedure”). Patient wishes to receive access to this Medical Procedure in a country not of their current residence (“Internationally”).
- 1.2 Facilitator screens facility and doctors prior to offering it as an option to its medical tourism clients to help insure the Patient receives quality service. Facilitator presents options that are available to the Patient for the desired Services and facilitates and coordinates various aspects of the process including but not limited to: accommodations, treatment facility, recruitment of certain doctors, and facilitates post-sober living care.
- 1.3 For the purposes of this Agreement and with regard to the Patient, the parties acknowledge that Facilitator acts only to coordinate access to the Medical Procedure, travel, and accommodations the Patient seeks. Facilitator 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 *prior* to traveling to receive, or engaging in, Medical Services.
- 1.4 Based on Patient’s choices, Facilitator works to create a Package that is comprised of service items, including, but not limited to: air travel, ground transportation, boarding, visitor tours, and medical services. Any services chosen by Patient are performed or provided by third parties independent of Facilitator. Facilitator only negotiates for the Patient so the Patient receives the benefit of Sober Living Services.
- 1.5 Patient chooses the service items to be included in their Package of services on Facilitator's website *Athens Passages.org*. Each of the Patient chosen service items are booked and arranged by Facilitator to encompass all aspects of, accommodations, and access to medical services. The Package does not, however, include incidental charges, or meal when on trips, or similar incidental expenses unless specifically stated herein.
- 1.6 Facilitator agrees to provide reasonable assistance to Patient throughout the travel period of the Medical Tourism Package to ensure a pleasant experience. Facilitator further agrees to advocate on Patient’s behalf



should any disputes arise with any third-party service providers but cannot guarantee any resolution. Any disputes with third-party service providers are the full responsibility of the Patient, regardless of any assistance provided by facilitator. Patient acknowledges third-party providers may include, but are not limited to the medical service providers, providers of lodging, or transportation providers. Patient hereby waives and releases Facilitator from all liability arising from complications or conflicts arising from third-party providers.

1.7 Patient understands and acknowledges complications can arise from the Medical Procedure Patient has chosen, which can result in injury and/or death. Patient understand Facilitator has no control or influence over complications arising from the Medical Procedure. Accordingly, Patient hereby waives and releases Facilitator 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 Patient's Package varies from twelve thousand nine hundred and ninety five to twenty four thousand nine hundred and ninety five euros (12,995-24,995 euros). The Estimate is subject to change based on any additions or changes requested and agreed to by Patient in writing. The Estimate can change based on factors not within Facilitator's control, including, but not limited to additional services engaged by Patient, changes to 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 of any or all of the Package is very difficult and will incur additional costs. If Patient requests to reschedule the Package, Patient must submit to Facilitator such request in writing at least twenty-five (25) calendar days prior to the original travel start date with an explanation why the rescheduling is required. Failure to submit the rescheduling request within such time will result in forfeiture of Patient's deposit/and or payment. Facilitator may agree to allow the change or refuse the change in its sole discretion without dispute. Patient may be required to pay rescheduling costs and fees and may be required to submit an additional deposit before Facilitator will agree to reschedule the Package.

2.3 Facilitator will assist with payment arrangements. The estimated price for the Package is due and payable before the start of travel for Patient's Medical Services. Failure to timely pay may result in cancellation of a portion or the entire Package and may result in cancellation fees.

## 3. REQUIRED PATIENT INFORMATION

3.1 Patient will be required to complete paperwork and otherwise provide information to Facilitator, Medical Service providers, and other third-party service providers prior to start of travel for the Medical Procedure. Patient agrees to truthfully and accurately provide any such information, including execution of any and all medical releases, completion of all medical forms, and provide all health information required to engage in the Medical Services. Patient understands complete, accurate, and truthful disclosure of medical history, health information, or other information requested is necessary for engaging in travel or any Medical Services. Facilitator shall protect Patient's information with industry standard protections or, in absence thereof, protect such information with no less than a reasonable degree of care.

3.2 Each international destination's laws and regulations will vary, including, but not limited to, laws governing visas, passports, immunizations, and travel restrictions. Facilitator will provide information regarding such international requirements, but such information may not be complete. Patient understands and agrees it is



Patient's sole responsibility to secure the necessary passports, visas, governmental authorizations, immunizations, or any other requirements imposed by the legal jurisdiction Patient will travel through or destination. Patient's failure to secure the proper travel documents may result in the cancellation of their package and forfeiture of their deposit. Facilitator shall have no liability for Patient's failure to secure all such requirements.

#### 4. WAIVER, INDEMNIFICATION AND ASSUMPTION OF RISK

4.1 Participant understands and accepts that all Medical Procedures may involve serious risks including injury and/or death and such risks are inherent and cannot be eliminated or completely avoided through exercise of any degree of diligence or care. Participant further understands and accepts that traveling internationally also involves serious risks which are inherent and cannot be eliminated through the exercise of any degree of diligence or care. **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 Facilitator, 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 as well as 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 set forth in this Contract, Facilitator 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 in accordance with the laws of the Athens, Greece without regard to conflict of law principles. If any Claim arises out of this Contract or Facilitator's Services, the Parties shall, as a condition precedent to arbitration, engage in 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 Athens, Greece, 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 option of arbitration in lieu of litigation. Costs for mediation and/or arbitration costs shall be paid by the patient.

5.5 No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not 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 pertaining to 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**, in full 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: \_\_\_\_\_