



WAIVER OF CLAIMS & INFORMED CONSENT AGREEMENT

(please sign and date below)

The Men's Clinic - Madison and the individual who purchases a medical treatment from The Men's Clinic - Madison (hereafter the "Patient") enter into this Patient Waiver of Claims and Informed Consent Agreement (hereafter "Agreement") in consideration of the promises contained herein and other agreed adequate consideration. The Parties understand, accept and agree to all the terms, conditions and provisions of this Agreement on the date written below. The physician shall be responsible for supervising medical treatments prescribed to Patient. Patient agrees to undergo a medical laboratory urine or blood test if required for the The Men's Clinic - Madison treatment program purchased. Physician shall evaluate the physical exam report, medical history report, any laboratory test report and the medical complaint of Patient in determining whether or not to issue a prescription for a medical treatment.

Physician Evaluates Patient's Medical History and Lab Work Before Prescribing any Medical Treatment

Patient understands that The Men's Clinic - Madison does not anticipate any adverse effect to arise as a result of any medical program provided to Patient. Patient also understands that the practice of medicine is not an exact science and that no specific outcome from treatment can be assured to Patient. Patient is freely seeking medical services offered by The Men's Clinic - Madison with an understanding that the Physician will supervise Patient's medical treatment. Patient is also aware that all medical programs offered by The Men's Clinic - Madison require that the Physician prescribe any medical program offered by The Men's Clinic - Madison. Patient understands the medical program offered by The Men's Clinic - Madison and understands the nature and risks inherent in the medical program purchased from The Men's Clinic - Madison. Patient represents that all information provided to Physician and The Men's Clinic - Madison by Patient is complete, correct and accurately reflects Patient's known medical condition. Patient Agrees to Provide Accurate and Complete Information to Physician and The Men's Clinic - Madison.

Physician shall draw conclusions and make decisions based upon Patient's honest responses to questions presented to Patient. Patient represents that all responses to questions regarding Patient's medical condition shall be truthful, accurate and complete. Patient understands that failure to provide truthful, accurate and complete information to Physician or The Men's Clinic - Madison on any data collection form could cause Physician to unknowingly make an inappropriate treatment decision affecting the physical or mental health of Patient. Patient understands and agrees that Patient medical records become the property of

The Men's Clinic - Madison; and that, in addition, The Men's Clinic - Madison will have continuing access to and the right to copy and retain any and all portions of Patient medical records. Patient understands and agrees that a duplicate copy of Patient medical records become the property of the medical organization or physician that conducts Patient's physical examination; and that, in addition, said medical organization and examining physician shall have continuing access to and the right to copy and retain any and all portions of Patient's medical records. Miscellaneous Provisions (a) Patient understands that prescription medications cannot be returned to the dispensing pharmacy, The Men's Clinic - Madison or any other individual or entity after the medication has been dispensed to Patient. (b) This Agreement represents the complete and entire agreement between the parties to it. No prior written or electronic agreement, verbal communication or verbal agreement may be offered or used to alter any terms or condition of this Agreement; nor shall such extrinsic agreements be effective or binding between the parties regarding any term or condition of this Agreement or be offered or introduced to show intent of a party to any matter pertaining to this Agreement. Patient's Representations and Assurances (a) Patient is over 18 years of age. (b) Patient unconditionally and expressly waives all claims and defenses that might be brought or asserted by Patient in any such action against said parties. Patient agrees that this agreement is voluntary, and that it is binding to any individual or entity claiming by or through Patient or on behalf of Patient. Patient further agrees to pay all attorneys fees and costs incurred by The Men's Clinic - Madison as they are incurred in the event Patient brings any action or claim against The Men's Clinic - Madison in violation of this provision; or in violation of any term, condition or provision of this Agreement; or brings an action against The Men's Clinic - Madison, or any of its officers, directors, employees, agents or contractors inconsistent with Patient's waiver of all claims and defenses as set forth in this Agreement. (c) Patient is aware of potential side effects

associated with medication requested by Patient and personally accepts all risks involved in taking such medication; and Patient agrees not to seek any indemnification, damages of any kind, or any other liability from The Men's Clinic - Madison, its officers, directors, employees, parent, subsidiaries, affiliates, contractors, agents, or any medical organization or pharmacy that provides Patient with medical services or products at the request of The Men's Clinic - Madison in the event Patient experiences any of the adverse side effects of prescribed medication. (d) Patient understands that The Men's Clinic - Madison, its employees, agents, contractors, contracting physicians, nurses, sales personnel, administrative personnel and other entities and organizations and their employees who provide medical services or products to Patient at the request of The Men's Clinic - Madison cannot guarantee that the prescription medication or treatment sought by Patient will provide the results sought by Patient. (e) Patient has obtained and consulted with Patient's primary care physician and/or pharmacist and Patient is not taking any medication or combination of medications that will make the medication requested from The Men's Clinic - Madison inadvisable to take (contraindicated); and Patient agrees to advise Patient's primary care physician of any medications obtained through The Men's Clinic - Madison before commencing use of such medication. (f) Patient agrees that this Agreement shall serve as Patient's authorization for The Men's Clinic - Madison to release or disclose Patient's medical information to medical organizations rendering medical services to Patient at the request of The Men's Clinic - Madison. This consent does not give The Men's Clinic - Madison the right to sell Patient's name or information to any third party.

PATIENT UNCONDITIONALLY AND EXPRESSLY WAIVES ANY AND ALL CLAIMS AND DEFENSES AGAINST THE MEN'S CLINIC - MADISON, ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTING PHYSICIANS, AND ANY AND ALL ORGANIZATIONS AND THEIR EMPLOYEES PROVIDING SERVICES OR PRODUCTS TO PATIENT ON BEHALF OF THE MEN'S CLINIC - MADISON FOR ANY CLAIM

RELATING DIRECTLY OR INDIRECTLY TO ANY SERVICE OR PRODUCT PURCHASED BY PATIENT FROM THE MEN'S CLINIC - MADISON. THIS WAIVER INCLUDES, BUT IS NOT LIMITED TO, ANY ILLNESS, BODILY INJURY OR OTHER ADVERSE PHYSICAL, MENTAL OR MEDICAL CONDITION SUSTAINED BY PATIENT AS A RESULT OF A SERVICE OR PRODUCT PURCHASED FROM THE MEN'S CLINIC - MADISON BY PATIENT OR PROVIDED TO PATIENT BY ANY MEDICAL ORGANIZATION OR CONTRACTING PHYSICIAN OF THE MEN'S CLINIC - MADISON. PATIENT EXPRESSLY WAIVES ANY AND ALL DEFENSES IN ANY ACTION BROUGHT BY PATIENT AGAINST THE MEN'S CLINIC - MADISON OR ANY OF ITS CONTRACTORS. PATIENT UNDERSTANDS THE NATURE OF THIS WAIVER OF CLAIMS AND DEFENSES AND VOLUNTARILY AGREES TO THIS WAIVER OF CLAIMS AND DEFENSES. THIS WAIVER OF CLAIMS AND DEFENSES IS BINDING TO ANY INDIVIDUAL OR ENTITY CLAIMING BY, OR THROUGH, OR ON BEHALF OF PATIENT. PATIENT HOLDS THE MEN'S CLINIC - MADISON, ITS AGENTS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES AND CONTRACTORS HARMLESS AND INDEMNIFIES EACH FOR ANY LIABILITY ARISING IN CONNECTION WITH THE TREATMENT PROGRAM PURCHASED FROM THE MEN'S CLINIC - MADISON BY PATIENT.

I hereby hold harmless and release and forever discharge The Men's Clinic - Madison from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf of my estate which may have or may have by reason of this authorization. I am 18 years of age or older and am competent to contract in my own name. I have read this release, and fully understand the contents, meanings, and impact of this release. If any provision in this agreement is found to be unenforceable, such finding does not invalidate the entire agreement, but only that particular provision

Signature: _____ Date: _____