

## **ACCESS Client Agreement**

**ACCESS is an air disaster bereavement support network dedicated to connecting those who have survived or lost loved ones in private, military and commercial plane crashes and other aviation tragedies (“clients” or “Client”) with Volunteer Grief Mentors (“Mentors” or “Mentor”) (together the “Parties”) who have lived through similar losses. As part of the client/mentor relationship, the Parties may disclose to each other confidential and sensitive information, including but not limited to their identity, their contact information, their decision to contact ACCESS, and their personal experiences (“Confidential Information”). As a client seeking help through ACCESS, I acknowledge that the confidentiality of client information is of vital importance to ACCESS, but that ACCESS makes no warranties or representations regarding, and is not responsible for, Mentor disclosure of Confidential Information. On that basis, I agree to the following terms and conditions:**

### **1. CLIENT ROLE.**

**I am 18 years of age or older.**

**I understand that ACCESS services are provided free of cost and with no warranty whatsoever either expressed or implied.**

**I understand that the role of my Volunteer Grief Mentor is limited to providing emotional support exclusively by telephone and email, and that the exchange of physical addresses or forms of contact other than by telephone and/or email is prohibited.**

**I understand that the Volunteer Grief Mentor is responsible for initiating contact with me, and that the recommended duration of each grief mentoring call is 30 minutes or less.**

**I understand that the role of ACCESS Volunteer Grief Mentors does not include providing, offering or addressing medical, psychological, psychiatric, financial, legal, social, religious, spiritual, political, nutritional, dietary, drug abuse, alcohol abuse, suicide, sexual misconduct, marital, family or any other professional or expert advice, nor can they make any representation of having training, knowledge, expertise, experience or credentials or attempt to provide guidance, recommendations or specific referrals in these areas. Even if a Mentor possesses some training, knowledge, expertise, experience or credentials in any of these or other areas, I understand that in his or her role as a Mentor, he or she is not authorized by ACCESS to apply them.**

**I acknowledge that ACCESS does not make any representations or warranties, either expressed or implied, to me concerning my participation as a Client. I agree that neither ACCESS nor any ACCESS representative shall have any liability to me resulting from my participation in ACCESS’s bereavement support network.**

**If I am having any difficulties with the Mentor I am assigned to I agree to contact ACCESS immediately at: 877-227-6435.**

**I understand that I relinquish my role as an ACCESS Client if I do not adhere to the terms of this Agreement.**

### **2. CONFIDENTIAL INFORMATION.**

**I understand that I may have access to Confidential Information which is not otherwise known to the general public. Such Confidential Information includes, but is not limited to: my identity, the identity of my ACCESS Mentor, personal contact information, personal experiences or personal history, my physical or mental condition, the substance or topic of any communication in the course of receiving**

support services, and any public or non-public information disclosed by me or an ACCESS Mentor in connection with mentoring.

### **3. NON-DISCLOSURE OBLIGATIONS.**

I agree to receive and hold all information related to Communication with my ACCESS Volunteer Grief Mentor in strictest confidence (excepting duly authorized ACCESS staff members who initiate contacts and monitor general quality and frequency of contacts) and to use ACCESS information and materials only as necessary to my participation as a Client for the purposes intended by ACCESS. Such Communication includes, but is not limited to, contents, comments and details of interactions between myself and my Volunteer Grief Mentor and between myself and related ACCESS staff members. Without limiting the generality of the foregoing:

I agree that I will not disclose any aspects of our Communications to any third parties (excepting duly authorized ACCESS staff members who initiate contacts and monitor general quality and frequency of contacts). This strictly prohibits sharing any such information or materials with any other person or entity including, but not limited to friends, family, and co-workers. I understand that even a casual comment to a stranger is in strict violation of this Agreement.

I agree that I will not, directly or indirectly, in whole or in part, in any way, use, reveal, report, publish, disseminate, disclose, transfer, sell, profit from or discuss with the general public or any third parties (excepting duly authorized ACCESS staff members who initiate contacts and monitor general quality and frequency of contacts) any aspect of my Communication with my Volunteer Grief Mentor without prior written permission by the Mentor and ACCESS.

I agree that I will not, directly or indirectly, profit from, sell or share ACCESS materials or any information pertaining to my mentoring interactions or experiences and any information related to these Communications (excepting duly authorized ACCESS staff members who initiate contacts and monitor general quality and frequency of contacts).

### **4. REMEDIES.**

I acknowledge and agree that improper use or disclosure of Confidential Information would cause immediate and irreparable harm to the Mentor and to ACCESS, and that money damages will not be adequate to compensate the Mentor or ACCESS or to protect and preserve the status quo pending a determination on the merits of the dispute, and that the Mentor and ACCESS will be entitled to a temporary restraining order and/or a preliminary injunction prohibiting me from committing any violation of this Agreement without the need for posting bond. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement but shall be in addition to all other remedies available at law or equity.

### **5. HOLD HARMLESS.**

I agree to hold ACCESS and its officers and employees harmless from all claims present and future including and not limited to any type of loss, liability, and damages including physical, emotional and other injuries resulting directly or indirectly from my participation in ACCESS's bereavement support network. For the avoidance of doubt, in the event that an ACCESS Mentor discloses my Confidential Information, I agree to fully release, waive, and hold ACCESS harmless for any liability or costs I or a third party may incur as a result of such disclosure.

### **6. SURVIVAL OF OBLIGATIONS.**

I understand that my obligations regarding confidentiality and non-disclosure hereunder shall survive the termination or expiration of this Agreement.

## **7. NON-WAIVER and VALIDITY.**

**I understand that the failure of ACCESS or the Mentor to enforce the breach of any covenant of this Agreement will not constitute a waiver of ACCESS's right to enforce any other breach of this Agreement.**

**If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable and shall not affect, impair, or invalidate the remainder of this Agreement, which shall remain in full force and effect.**

## **8. GOVERNING LAW.**

**Notwithstanding the place where this Agreement may be executed by any of the parties hereto, ACCESS and the undersigned Client expressly agree that all the terms and provisions hereof shall be construed in accordance with and governed by the laws without regard to principles of conflicts of law. In the event that a judicial proceeding is necessary, the sole forum for resolving disputes arising out of or relating to this Agreement is the state or federal courts. ACCESS and the undersigned Client hereby irrevocably consent to the jurisdiction of such courts.**

## **9. ENTIRE AGREEMENT.**

**This Agreement constitutes the entire agreement between ACCESS and the undersigned Client pertaining to the Client's receipt of support services, and all prior or contemporaneous understandings or agreements, whether written or oral, among the parties with respect to such subject matter are hereby superseded in the entirety. The parties have made no agreements, representations, or warranties relating to the subject matter of this Agreement that are not set forth herein and no agreement, understanding or promise subsequent to the date hereof relating to the subject matter of this Agreement, the Confidential Information, or otherwise among the parties hereto shall be binding upon the parties unless in writing and executed by the Client and an authorized ACCESS representative. No party shall be entitled to rely on oral statements made by the other party which are not contained in a written agreement between such parties.**

**I have read and understand the Agreement and consent to be bound by the terms thereof.**