Agreement, Release, and Affidavit

This document has six pages. Please present this document in its entirety to the notary public. Initial each page except the last page and ask the notary to do the same. Also, please sign and date the information that appears in the text box on page 3 of 6. Sign the acknowledgment on the last page before the notary. The notary will sign and notarize the affidavit on the last page and affix his or her seal. Create an electronic copy of the entire document with all its pages. Submit the electronic copy either via the Document Submission Uploader or email it to records@stcosmas.org with the proper identifying information in the subject line. For example, "John Doe – Agreement, Release, and Affidavit - 11 March 2025."

This **Agreement, Release, and Affidavit** is made and entered by the undersigned ("Applicant") and Saints Cosmas and Damian Health Sciences College, LLC, incorporated in Tennessee, in the United States of America (USA), and Anguilla and the Cayman Islands, British Overseas Territories, including all officers, directors, agents, employees, parents, affiliates, subsidiaries, and/or trustees ("Releasees") on the date of Applicant's signature below, and in consideration of the Applicant's application and payment for the credential issued by Releasees.

Section 1. Duty to Provide Truthful and Accurate Information: Applicant acknowledges that he or she has a duty to provide truthful and accurate information during the entirety of the application process. Applicant further acknowledges that any failure on his or her part to provide truthful and accurate information at any time may lead to adverse outcomes or actions, including, but not limited to, denial of the application, legal or regulatory investigation or action, licensure discipline, or other civil or criminal actions.

Section 2. Release of Information: Applicant authorizes and requests every person, hospital, clinic, health system, insurance entity, government agency (local, state, federal, or foreign), court, association, institution, law enforcement agency, educational institutions or other third-party having custody or control of any documents, records, or other information pertaining to the Applicant, which is necessary for this application process, to furnish to Saints Cosmas and Damian Health Sciences College, LLC, any such information. This includes documents and records in any format, including records regarding charges or complaints filed against Applicant, formal or informal, pending or closed, or any other pertinent data, relating to or documenting Applicant's education and professional credentials and to render copies to, and/or permit the inspection or copying of, all such documents and records as may be requested by Saints Cosmos and Damian Health Sciences College, LLC, or any of its agents or representatives.

Section 3. Release and Indemnification: Applicant hereby releases, discharges, and exonerates Releasees and any person or entity furnishing information to the aforementioned in connection with this application process, of any and all liability of every nature and kind arising out of investigation made by Releasees or arising from this application process or proceedings of any kind relating to any resultant credential. Applicant authorizes Releasees to release to any entity information, material, documents, orders or the like relating to Applicant or this application process to any entity at Applicant's request. Applicant authorizes Releasees to perform a background check on Applicant in conjunction with this application process.

Applicant further acknowledges and agrees to release, indemnify, and hold harmless Releasees for any claims and damages Applicant may have sustained now or in the future should there be any challenge or controversy of any kind and nature by any person, body, educational, licensing, credentialing, or regulatory authority, of any type relating to our arising out of the credential being offered by Saints Cosmas and Damian Health Sciences College, LLC, and its principals, agents, employees, and representatives through this application process. Applicant further understands and agrees that any failure by any third party to acknowledge or credit the credential being afforded as a result of this application process shall not provide a basis for seeking a refund, damages, or compensation of any kind. Further Applicant agrees to release, indemnify, and hold harmless Releasees should they be a party in a legal or administrative action resulting from allegations of improper, unprofessional, unethical, illegal, or criminal conduct arising out of the application or issuance or use of the credential offered herein.

Applicant acknowledges that under no circumstances shall Releasees be liable for any special, indirect, liquidated, consequential, or other damages at law or in equity relating to the application process or the issuance or use of the resultant credential in any manner whatsoever.

Section 4. Choice of Law: Any disagreement, dispute, or action or arbitration arising out of this contract shall be governed by the laws of the State of Tennessee.

Section 5. Binding Arbitration and Dispute Resolution: Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by the parties through binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. **ALL DISPUTES WILL BE SUBJECT TO BINDING ARBITRATION PURSUANT TO THIS AGREEMENT. THIS AGREEMENT CONSTITUTES A WAIVER OF A TRIAL BY JURY BY THE PARTIES.**

Procedure: A party must commence an action to resolve any dispute under this agreement within twelve (12) months of the date of the event giving rise to the dispute. The venue for arbitration must be in Nashville, Tennessee, USA, unless the parties otherwise agree. The arbitration must be conducted by a panel of three (3) qualified arbitrators, unless the parties otherwise agree. The arbitrator(s) will preside over the discovery process and hear testimony and

take evidence from the parties at a final hearing and issue a written ruling, which will be transmitted to the parties. For further information on the AAA and the applicable rules and procedures, please visit www.adr.org.

Cost: The party initiating the arbitration must pay the filing fee and each party is responsible for half of the arbitrators' fees and all expenses directly related to conducting the arbitration. Each party is solely responsible for any other fees incurred in preparing for or participating in the arbitration process, including the party's attorney's fees.

I, the undersigned Applicant, hereby agree to the jury trial waiver and dispute resolution procedure described above and its intent to provide administrative expedience. Its provisions are read and understood by me and I have had the opportunity to ask questions about this agreement.

_____
Signature

_____
Date

Section 6. Binding on Successors: This Agreement, Release, and Affidavit and its conditions and terms contained herein are binding upon Applicant and Releasee's past, present, and future agents, successors, representatives, executors, attorneys, insurers, and assigns, and all others acting through or in concert with them.

Section 7. Severability: If any provision of this Agreement, Release, and Affidavit is held to be illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining provisions hereof, but such provision shall be fully severable and this Agreement, Release, and Affidavit shall be construed and enforced as if the illegal or invalid provision had never been included herein.

Section 8. Limitation of Damages: Notwithstanding any provision herein, Releasees' total and complete damages shall not exceed the fee paid by Applicant for any action, controversy, or dispute arising out of this Agreement, Release, and Affidavit.

Section 9. Acknowledgement: Applicant acknowledges that he or she has read and understands the above information and the requirements of the application process. Applicant acknowledges that he or she has had adequate opportunity to conduct due diligence in regard to this application process and anticipated resultant credential, and that no representations or warranties have been made other than as stated therein.

Section 10. Affidavit of Applicant: I, the undersigned Applicant, hereby certify under oath that I am the person named in this Preliminary Application, that all statements I have made or shall make hereafter in regard to this application process with respect thereto are true and accurate and based upon personal knowledge, that I am the original and lawful person named in the forms and credentials furnished with respect to this application process and that all documents, forms, or copies furnished with respect to this application process are accurate and true in every respect. By executing this Agreement, Release, and Affidavit, I submit that I have read and understood the terms and conditions contained herein and agree to be bound by them now and in the future.

THIS AGREEMENT, RELEASE, AND AFFIDAVIT CONTAIN AND CONSTITUTE THE ENTIRE UNDERSTANDING AND CONTRACTUAL AGREEMENT BETWEEN THE PARTIES.

ACKNOWLEDGEMENT AND AFFIDAVIT

City, County, or Local Authority of _____

State or Province of _____

We certify that the preceding information provided is true and accurate, and that the images provided are exact, true, and accurate copies of the originals presented by

_____ who personally appeared before me and acknowledged the same, this

_____ day of _____, 20_____.

_____
[Signature of Applicant]

[Notary Seal]

_____
[Signature of Notary]

_____
[Printed Name of Notary]