

Waiver Liability

In order to participate in the ACP Physician Peer Coaching Program (the "**Program**"), I agree to the following:

I will voluntarily participate in the Program

I shall comply with all stated rules for the Program, as found at <u>ACP Physician Peer Coaching Program Rules</u>. ACP may modify these rules without prior notice to you. You will be alerted to modifications after they occur, and modifications will not apply retroactively, but continued participation following a notice of a modification will constitute acceptance of the modified rules. Failure to follow the rules may result in termination of participation in the Program without refund.

Neither ACP nor Coaches will guarantee any specific outcome as a result of the coaching services.

Coaching services are provided for professional enrichment purposes only. Coaches will not provide clinical services, and their coaching is not a substitute for the clinical judgement of a health care provider.

Coaching services are provided for the sole use of the participant agreeing to this waiver. You may not record these services in any way, including the use of Artificial Intelligence powered applications.

This coaching session will focus on supporting your career or professional goals. If you need any emotional support resources, please visit ACP's IM emotional support resource hub or access mental support resources that may be available to you.

To the extent permitted by law, I release ACP, its insurers and Coaches from any liability and claims arising out of my participation in the Program.

To the extent permitted by law, I will indemnify or defend ACP, its insurers, and Coaches from any third-party claims arising out of my participation in the Program.

I accept Pennsylvania law to govern any adversarial proceedings brought by either ACP or myself against the other party arising out of this agreement or the Program. Any adversarial proceeding arising out the Program or this waiver shall be settled in accordance with the rules of the American Arbitration Association in such location in the Commonwealth of Pennsylvania as the parties may determine. The decision of the arbitrator(s) shall be final and binding upon the parties and the judgment rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof subject to that court's rules regarding the enforcement of arbitration awards. THE PARTIES HEREBY WAIVE A JURY TRIAL IN ANY LITIGATION WITH RESPECT TO THIS WAIVER OR THE PROGRAM.