

OMAP Terms of Agreement for Applicants

STANDARDIZED ACCEPTANCE PROCESS PARTICIPATION AGREEMENT FOR APPLICANTS

The Obesity Medicine Fellowship Council ("OMFC") desires to improve quality and increase access to fellowships in obesity medicine fellowship programs by offering a standardized acceptance process. By agreeing to these terms, the ("Applicant(s)") is expressing a desire to participate in the obesity medicine acceptance process (the "OMAP")

- A. OMAP: The Applicant agrees to review and adhere to those provisions applicable to Applicants in the Obesity Medicine Application Cycle: Obesity Medicine Acceptance Process (OMAP) for Obesity Medicine Fellowships
- B. Affirmations:
 - a. The Applicant agrees to comply with the provisions in the OMAP as they pertain to candidates.
 - b. The Applicant warrants that the information submitted pursuant to the OMAP is true and correct. The Applicant grants permission to OMFC to release information provided to OMFC to Fellowship Programs and their agents to facilitate the OMAP.
- C. Modifications to OMAP:
 - a. OMFC reserves the right to modify OMAP if necessary or useful to promote the efficient process or protect the interests of OMFC.
- D. Fees: Applicants will not pay a fee.
- E. Limitation of Liability:
 - a. The parties agree that OMFC is undertaking its involvement in the OMAP to improve quality and facilitate access to Obesity Medicine Fellowship Programs. Approval of Applicant as a participant does not mean or imply any guarantee or warranty of the quality. THE PARTIES AGREE THAT OMFC

SHALL HAVE NO LIABILITY FOR DAMAGES OR COSTS ARISING FROM THE APPLICANT'S PARTICIPATION IN THE OMAP. BOTH PARTIES AGREE TO BE RESPONSIBLE FOR THEIR OWN ACTIONS AS PROVIDED BY APPLICABLE LAW.

F. Hold Harmless:

- a. Applicant releases, discharges and holds harmless from any and all liability, OMFC and its respective designees, agents, representatives, directors and officers. IN NO EVENT WILL THE OMFC OR ANY of its DESIGNEES, AGENTS, REPRESENTATIVES, DIRECTORS, OFFICERS, VENDORS OR AFFILIATES BE LIABLE FOR ANY DAMAGES AS A RESULT OF ANY ACT OR OMISSION OF THE OMFC OR ANY OF ITS DESIGNEES, AGENTS, REPRESENTATIVES, DIRECTORS, OFFICERS, VENDORS OR AFFILIATES, IRRESPECTIVE OF WHETHER THE INJURED PARTY IS A PROGRAM, AN APPLICANT, OR A THIRD PARTY.

G. Assignment:

- a. Neither party may without the written consent of the other assign, delegate or otherwise transfer this Agreement or any of its rights or obligations under this Agreement.

H. Entire Agreement:

- a. This Agreement constitutes the entire understanding and agreement between the parties concerning the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings between the parties, whether oral or in writing, concerning its subject matter.

I. Third Party Beneficiaries:

- a. OMFC and the Applicant agree that applicants and fellows are not third-party beneficiaries of this Agreement, and nothing in this Agreement is intended to create any third-party beneficiary to this Agreement.

J. Waiver:

- a. No provision of this Agreement may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision.

K. Relationship of the Parties

- a. The parties are independent contractors of each other. Nothing in this Agreement shall be construed to create an employer/employee, joint venture, or other similar relationship between the parties. Neither party shall have the right to exercise control or direction over the business of the other party.

I AGREE WITH THE TERMS OF THIS AGREEMENT AND WOULD LIKE TO PROCEED