

Arizona Advance Directives Registration Agreement

Terms & Conditions

1. **The AzHDR.** The AzHDR is a free online registry for securely storing and accessing advance directives electronically. The Arizona Department of Health Services (“ADHS”) has designated Health Current to operate the AzHDR. (see A.R.S. §§ 36-3291 through 3297). Health Current has contracted with a technology vendor(s) (“Vendor”) to power this service. Use of the AzHDR is voluntary. Your decision to submit (or not submit) documents to the AzHDR will **NOT** affect the validity or revocation of any advance directives. While Health Current and its Vendor enable individuals to submit, store and access advance directives, Health Current and its Vendor do not take any part in, and are not responsible for, whether or how these advance directives are used or any interactions between you and third parties.

2. Submitting Advance Directives.

(a) **Advance Directives.** The documents that may be submitted to the AzHDR are limited to health care powers of attorney, mental healthcare powers of attorney, living wills, and prehospital medical care directives, as well as any attachments and any amendments thereto (collectively, “advance directives”). Arizona law requires that documents submitted to the AzHDR be notarized or witnessed. **You must NOT submit any original documents to the AzHDR. Original documents may not be returned. All documents submitted must be copies. Once accessible in the AzHDR, any paper documentation submitted to Health Current will be shredded and securely destroyed. Health Current will not retain paper copies of your advance directives.**

(b) **Representation and Warranty.** You represent and warrant that the information you provide to us is accurate, current and complete. This is an ongoing representation and warranty. You must not misrepresent your identity, provide false information, impersonate another person, or misrepresent your relationship with a person.

(c) **Consent.** By submitting documents to the AzHDR, you are giving your permission for Health Current to store these documents and make them accessible to third parties subject to applicable law. You must follow all the laws that apply to you regarding the release of information to the AzHDR. You are solely responsible for obtaining and any all consents or authorizations that you determine are required by the laws that apply to you to release information (including without limitation advance directives) to the AzHDR (collectively, “Consent”).

(d) **Activation.** You acknowledge and agree that in order to activate your submission of an advance directive to the AzHDR, we must receive confirmation that the information submitted is correct. We may ask you for that confirmation. If applicable to your submission, you acknowledge, agree and authorize Health Current to provide your submission and the details surrounding that submission to the person who is the subject of the advance directive. You further authorize us to contact that person using the contact information you have provided to us. For example, if you are submitting an advance directive for another person, and you give us that person’s physical address, email address or telephone phone number, you authorize us to use that contact information to inform that person that you have submitted an advance directive about that person.

(e) **Identity Verification.** Before we activate your document submission(s), we will also require you to verify your identity. In order to do that, you will be required to provide certain personal information about yourself and may be asked to provide personal information about the person who is the subject of the advance directive if you are submitting the advance directive for someone other than yourself. If you submit this Agreement and your advance directive by fax or mail to Health Current, you will be required to have your signature notarized to verify your identity. By signing this agreement before a notary public, you hereby consent to this form of identity verification. You represent and warrant that you have obtained any and all Consents to provide personal information about another person as part of your submission.

(f) **No Document Validation.** You acknowledge that Health Current has no obligation to pre-screen, verify or validate the advance directive(s) or any other documents you submit to the AzHDR; however, we reserve the right in our sole discretion to pre-screen, refuse to activate, or remove any document if it violates this Registration Agreement or is otherwise objectionable.

3. Accessing Advance Directives.

(a) **Your AzHDR Account.** Once we receive your document submission, we will create an AzHDR account that you can claim by registering with us at signup.azhdr.org. You may review, retrieve, revoke and replace documents through your AzHDR account or by contacting us at info@azhdr.org. It may take up to three weeks for us to process a request. A revocation or replacement is not effective until it is processed, and it will not affect any access, disclosure, use or other action taken in reliance on a previously submitted document before the effective date of the change.

(b) **Security.** Health Current uses industry standard safeguards to ensure the security, privacy and integrity of the AzHDR, but we need your help. You must protect your AzHDR account information and credentials. Health Current and its Vendor will not be responsible for any loss or damage caused by someone else using your account.

(c) **Privacy.** Health Current will not use or disclose information we maintain for the AzHDR except as allowed by state or federal law, including the AzHDR Confidentiality Law (see A.R.S. § 36-3295). Please read the Privacy Policy on the AzHDR website (azhdr.org) to learn how information about you is collected, used, and shared in connection with the AzHDR. By signing this Registration Agreement or by submitting documents to the AzHDR, you are also agreeing to the Privacy Policy. The Privacy Policy (and changes to it) are incorporated by reference into these Terms & Conditions.

(d) **DISCLAIMER.** HEALTH CURRENT AND ITS VENDOR DO NOT GUARANTEE THAT INFORMATION (INCLUDING WITHOUT LIMITATION ADVANCE DIRECTIVES) ON OR ACCESSIBLE THROUGH THE AZHDR WILL BE ACCURATE, COMPLETE, TIMELY (REAL TIME OR CONTINUOUSLY), ERROR-FREE, SECURE, OR WITHOUT INTERRUPTIONS, OR THAT ANY ERRORS WILL BE CORRECTED. YOU UNDERSTAND AND AGREE THAT THE AZHDR IS PROVIDED “AS IS” AND “AS IS AVAILABLE” WITH ALL FAULTS. NEITHER HEALTH CURRENT NOR VENDOR SHALL BE LIABLE FOR THE LOSS, DESTRUCTION OR UNAVAILABILITY OF ALL OR PART OF YOUR SUBMITTED DOCUMENTS.

4. **Electronic Communications.** By giving us your contact information, you are agreeing to receive communications, including without limitation calls, emails, text messages and notifications, from Health Current, Vendor and/or our affiliates about the document(s) you submitted and/or your use of the AzHDR, including without limitation notices and advisories. These communications may be done by automated dialing equipment and/or artificial voice or prerecorded messages. You may receive multiple messages each day. Standard message and data rates apply. We are not responsible for any data transmission fees. You can opt out at any time from receiving text messages by replying “STOP.” This opt-out process does not apply to live phone calls or emails, which may continue in case we need to reach you.

5. **Limitations of Liability.** YOU UNDERSTAND AND AGREE THAT HEALTH CURRENT, ITS MEMBERS, OFFICERS, DIRECTORS, REPRESENTATIVES, EMPLOYEES, AGENTS, AFFILIATES, VENDOR AND BUSINESS PARTNERS (COLLECTIVELY, “HEALTH

CURRENT PERSONNEL”), WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST REVENUES OR LOST PROFITS), PUNITIVE, OR EXEMPLARY DAMAGES, PENALTIES, OR SPECIAL LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR DOCUMENT SUBMISSIONS. IN NO EVENT WILL HEALTH CURRENT PERSONNEL’S LIABILITY ARISING OUT OF OR RELATED TO USE OF THE AZHDR EXCEED \$50.00. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR IN ANY WAY CONNECTED TO YOUR DOCUMENT SUBMISSION MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED. YOU ACKNOWLEDGE AND AGREE THAT HEALTH CURRENT PERSONNEL ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD THEM LIABLE, FOR THE CONDUCT OF THIRD PARTIES. THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES, LIABILITY, CAUSES OF ACTION OR CLAIMS ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND REGARDLESS OF WHETHER SUCH DAMAGES, LIABILITY, CAUSES OF ACTION OR CLAIMS WERE FORESEEABLE OR HEALTH CURRENT PERSONNEL WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LIABILITY, CAUSES OF ACTION OR CLAIMS.

6. Indemnification and Release. YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS HEALTH CURRENT PERSONNEL FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS OF ANY KIND, LOSSES, EXPENSES, DAMAGES AND COSTS (INCLUDING WITHOUT LIMITATIONS REASONABLE ATTORNEYS’ FEES) (COLLECTIVELY, “LOSSES”) ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR DOCUMENT SUBMISSIONS. You further agree to release Health Current Personnel and their successors from any and all Losses (including without limitation personal injuries and death) arising out of or in any way connected with the actions or omissions of third parties in connection with the AzHDR.

7. CLASS ACTION AND JURY TRIAL WAIVER. YOU AGREE THAT DISPUTES BETWEEN YOU AND HEALTH CURRENT OR ITS VENDOR WILL BE RESOLVED IN ACCORDANCE WITH THIS SUBMISSION AGREEMENT AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS OR COLLECTIVE ACTION LAWSUIT, OR CLASS OR COLLECTIVE ARBITRATION. YOU AND HEALTH CURRENT WAIVE ALL RIGHTS TO A JURY TRIAL AND ELECT INSTEAD TO HAVE A JUDGE RESOLVE THE DISPUTE.

8. Miscellaneous. If any provision of this Submission Agreement is found to be unenforceable or invalid, such provisions will be deleted without affecting the remaining provisions. Arizona law governs the interpretation of this Registration Agreement, and will apply if there are disputes. Disputes will be settled in Maricopa County, Arizona, and you agree to submit to the exclusive personal jurisdiction of state and federal courts located in Maricopa County, Arizona.

Registrant Attestation (NOTARIZATION REQUIRED)

By signing below, I certify that I have read, understand, and agree to this AzHDR Registration Agreement, including without limitation the Terms and Conditions contained herein. I understand that once a submitted document is activated, it may be accessible to healthcare providers for the provision of healthcare services. I acknowledge and affirm that:

- I am eighteen (18) years of age or older or am an emancipated minor.
- I signed and executed the accompanying advance directive(s) and did so willingly (or willingly directed another to sign for me) as my free and voluntary act for the purposes therein expressed;
- The information provided is true and accurate to the best of my knowledge.

Signature: _____ Date: _____

Printed Name of Signer: _____

Select the one that applies:

- I am the subject of the advance directive.
- I have the following relationship to the subject of the advance directive: _____

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| <p>State of Arizona</p> <p>County of _____</p> <p>On this _____ day of _____, 20____, before me personally appeared _____ (name of signatory), whose identity was proved to me on the basis of satisfactory identification/evidence to be the person whose name is subscribed to this document.</p> <p>(Seal)</p> <p>_____ Signature of Notary Public</p> |
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