

West Point Class of 1967 Medical Forum

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT RELEASE FORM (HIPAA) AND WEST POINT CLASS OF 1967 HOLD HARMLESS AGREEMENT

I hereby give my permission for the sharing of the information listed below with the USMA Class of 1967 ("Class") Continuing Care Resource Committee ("CCRC") and any and all participants who agree to this Health Insurance Portability and Accountability Act ("HIPAA") Release Form and West Point Class of 1967 Hold Harmless Agreement ("Release"), as more fully specified below.

Section 1. Health Information:

I hereby give CCRC permission to:

- Receive and utilize my healthcare information, to include, by way of example and not limitation, diagnosis, prognosis, treatment, and medication (collective "Healthcare Information") for the benefit of sharing health care, diagnosis and other relevant information with and for the benefit of the members of the Class, spouses, families, significant others and agree to participate.
- Utilization of my Healthcare Information in the formation and distribution of periodic correspondence with the Class for its information and edification.
- Utilization of my Healthcare Information in the pursuit of treatment for a class of ailments suffered by members of the Class as a result of their military service, (such as an appeal to the Veteran's Administration ("VA") to recognize a specific malady as being service connected)

Section II. Who may receive my Healthcare Information:

- The CCRC;
- Members of the Class serving in any capacity with or on behalf of the CCRC;
- Members of the Class receiving periodic updates and information from the CCRC in the ordinary course of its duties;
- The VA or other medical facility or hospital to which the Class has petitioned for general relief and recognition of a condition suffered by members of the Class as being related to the Class members military service; and
- Those signing this Release

Section III. Duration of this Waiver.

This authorization to share my Healthcare Information is valid from the date hereof until revoked by me, my duly authorized agent, duly executed power of attorney or the person executing this Release, in writing (“Revocation”) addressed to:

Class of 1967 Continuing Care Resource Committee
C/O Tom Murphy
121 Valley Way
Pendergrass, GA 30567

Any and all such Revocations be sent by overnight courier, facsimile with the original submitted not later than the close of business 2 days following the date of facsimile, or by Certified Mail, return receipt requested, postage prepaid to the party designated above. Any Revocation shall be effective on the date of receipt of the ‘hard copy’ of the Revocation and not otherwise. Either party may change their address by giving the other party not less than 15 days written notice.

I understand that I am permitted to revoke this authorization at any time. Provided, however, that in the event that my Healthcare Information has been shared or utilized before the Revocation of this waiver, it may be too late to cancel my permission to utilize such information in accordance with the provisions of this waiver.

I understand that until revoked by me, I do not need give any further permission for the use of my Healthcare Information to be shared in accordance with this waiver.

Section IV. Hold Harmless:

I hereby hold the Class, its members and agents free of any claim, cause of action, or other remedy for a breach of any right or entitlement which I might have or claim to have under or granted by the Health Insurance Portability and Accountability Act (“HIPAA”), provided, however, that the Hold Harmless granted under this Section IV shall not apply to any intentional release or a release of my Healthcare Information caused by the gross negligence of CCRC to a party or parties for use inconsistent with the authorized use as set forth above. This Hold Harmless shall be complete and without exception except as set above, and in effect for so long as my waiver has not been revoked in accordance with the provision of Section III above. I have made and granted this Hold Harmless specifically and this document on my own free will, after

having the ability to review said, to include having the right to have this document reviewed by others including an attorney of my choosing, and fully understand the purpose and extent of my waiver and the granting of this Hold Harmless provision.

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