

Somasave Products and Services, Ltd. (“Somasave”)

Patient’s Declaration, Form Authorizing Somasave to Facilitate Patient’s Access to the Anti-Malignin Antibody in Serum (AMAS) Test & Waiver of Liability: (“Patient’s Declaration, Authorization and Waiver”)

As in all clinical laboratory tests, I understand that the AMAS Test is not by itself diagnostic of the presence or absence of disease, and that its results can only be assessed as an aid to diagnosis, detection or monitoring of disease in relation to the history, medical signs and symptoms and the overall condition of the patient. A patient should always consult with his/her Healthcare Professional (*viz.* family physician, oncologist or other relevant medical specialist) in relation to AMAS Test results.

I also understand that the British Columbia Cancer Agency does not officially recognize the AMAS test, and if I should receive a test result consistent with a possible diagnosis of cancer, neither the Medical Services Plan of British Columbia nor any medical practitioner licensed within the province of British Columbia is under any obligation to attempt the localization and identification of the suspected tumor(s), based solely upon the results of the AMAS Test.

I acknowledge that individuals with advanced or terminal cancer may show AMAS Test values in the sub-normal to normal range, making this test not necessarily predictive for patients with late-stage clinical cancer.

Nonetheless, I have reviewed the documentation provided in the AMAS Test shipping kit sent to me by Oncolab Inc., and I wish to avail myself of the opportunity to take this test.

I authorize Somasave Products and Services, Ltd. (“Somasave”) to facilitate access to the Boston-based AMAS Test for me. These facilitation services will consist of the following:

- 1) picking up a specimen of blood drawn from me by LifeLabs Medical Laboratory Services,
- 2) processing the blood sample and separating the blood serum by the method specified by Oncolab Inc, Boston MA, and
- 3) packaging and sending the serum sample as a priority overnight dry ice shipment to Oncolab, Inc., Boston, MA, where my AMAS level will be determined.

I understand that Somasave does not assist with the interpretation of AMAS Test results for individual patients; this is a matter between the patient and his/her physician. Assistance with AMAS Test interpretation is available directly from Dr. Samuel Bogoch, Oncolab Inc., Boston MA by telephoning 1-800-9CATest.

I acknowledge that there are three separate fees involved in accessing the AMAS Test from Vancouver BC, facilitated by Somasave: (please note: fees are subject to change without notice)

- 1) a fee of \$27 CAD for blood collection services to be paid directly to LifeLabs Medical Laboratory Services at the time that the blood sample is drawn;
- 2) a fee of \$165 for Somasave to perform the listed facilitation services on my behalf; Somasave will bill my Visa card for this fee (cash, cashier's check, or PO money order is acceptable);
- 3) a fee of \$165 USD for Oncolab Inc., Boston MA to perform the AMAS Test and inform my requisitioning physician of my test results; Oncolab Inc. will bill my credit card for its fee.

Patient's Declaration, Authorization and Waiver (continued)

I hereby authorize Somasave to bill my credit card (\$165 CAD) for its portion of the costs of the AMAS Test, and I acknowledge the terms of the following Limitation of Liability statement:

Somasave expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, and accuracy, as well as all warranties arising by usage of trade, course of dealing, or course of performance. Somasave shall not be liable for any direct or indirect damages, including, but not limited to loss of profits, goodwill, data or revenue, interruption of business, punitive damages, special damages, incidental damages, exemplary damages incurred by you or any third party, either in contract or tort, arising from the AMAS Test or any other service provided by Somasave even if Somasave was advised that such damages were likely or possible. This limitation on liability applies to, but is not limited to, bodily injury, property damage, or any force majeure. Some jurisdictions do not allow the limitation or exclusion of liability. Accordingly, some of the above limitations may not apply to you.

Patient's Signature _____ Date _____

Billing information:

Visacard number _____ **Expiry date** _____

(Please Note: the Somasave fee may also be paid in cash, by Canadian Postal Money Order or by cashier's check)
