

**AFFIDAVIT FOR PARTICIPATION IN PATLA MEDICAL MALPRACTICE SECTION
E-MAIL LISTSERV (Only for Med Mal Section members who qualify under the terms set forth below)**

I do hereby swear and affirm as follows:

I, the undersigned Pennsylvania Trial Lawyers Association (PaTLA) and Medical Malpractice Section member, agree to the terms and conditions stated below. The conditions are enforceable by PaTLA members, Executive Committee, Med Mal Listserv Oversight Committee and/or staff. I understand that the use of the Med Mal Section e-mail listserv ("listserv") is a privilege of membership in PaTLA and the Med Mal Section, and membership may be revoked for my breach of the terms of this agreement. Although the listserv is currently available at no charge to Medical Malpractice Section members, if charges are imposed in the future I agree to pay those fees or be removed from the listserv.

I take full personal responsibility for any actions performed using my email address on the listserv. I agree that only I, the undersigned PaTLA Med Mal Section Member, will use this service. I agree to carefully read PaTLA's rules for participation in the listserv and adhere to such rules. Such rules are attached.

I understand that upon submission of this completed affidavit, my application (name, firm, county and e-mail address) will be circulated to the listserv. If, within 3 days after my application to the listserv, no objections are made to the listserv's Oversight Committee based on the conditions stated in this affidavit, I will be enrolled in the listserv. If, at any time, a listserv member believes that my application does not meet the stated conditions, he or she may make an objection to the Oversight Committee. I give the Oversight Committee permission to contact me during its inquiry. If it determines that my practice does not meet the conditions stated in this document, the Oversight Committee may rule to revoke my listserv privileges. I agree that the final redress in the event of revocation of listserv privileges is an appeal to the PaTLA Executive Committee whose decision is final. PaTLA may report non-compliance with this agreement to a state Disciplinary Board. PaTLA may exercise due management control over the listserv and change the terms of its use at its sole discretion.

I accept full responsibility for any copyright infringement or other legal actions that may be brought against PaTLA as a result of information that I post and/or my use of the listserv. I will indemnify and hold PaTLA harmless from any claims, demands, actions and suits including but not limited to copyright, trademark, negligence, contract, interference with contract relations and defamation, arising from any information that I post and/or my use of the listserv. This may be enforced by an action at law or equity and neither remedy shall be exclusive. I give PaTLA and other users of this service free use of material that I post. This listserv is intended to promote and further the interests of plaintiffs pursuing medical malpractice claims. None of the information contained on this listserv is intended to be conveyed to, nor to inure to the benefit of, defendants in medical malpractice claims or those insuring them or representing them. I agree to conform to both the spirit and letter of these objectives.

I will not forward or otherwise distribute listserv messages or the content or information contained therein to non-subscribers with whom I do not practice law. Listserv information is intended for the exclusive use of PaTLA Med Mal Section members.

I will not solicit clients through this listserv. I will not use this service to promote business ventures. I will not sell or disseminate lists of listserv users.

Every message that I send through this service will be accompanied by information adequate to identify myself, which shall include as a minimum, my name, firm, city or county, e-mail address and phone number. By becoming a member of this listserv, I grant permission for my name, firm, county and e-mail address to be posted on an online accessible listserv membership list.

I agree to withdraw from the listserv when I cease to be a member of PaTLA or the Med Mal Section, when I can no longer make the three warranties below, or when I no longer comply with this agreement or the listserv rules.

With the posting of each message to the Med Mal Section e-mail listserv, I certify that I continue to be qualified for this service under the terms of this agreement.

IN ADDITION, I WARRANT THAT:

1. My professional practice of law includes the representation of plaintiffs in medical malpractice claims. Neither I nor anyone with whom I practice law represents or is retained or consulted by: (a) any medical liability insurance company; (b) any self-insured healthcare entity; or (c) physicians, hospitals, or other healthcare providers (except in an occasional general business capacity or as personal counsel, in which case each representation will be disclosed to all listserv members by my completion of a disclosure form and posted on an online list available for viewing by any listserv member).
2. I will not disseminate, by any means, any information from this restricted listserv to any healthcare provider, to anyone who represents physicians, hospitals, or other healthcare providers or who is retained by a medical liability insurance company to represent the company or one of its insureds in any actual or potential legal action, or to anyone who is retained by any self-insured healthcare entity to defend any actual or potential legal action.
3. I will immediately withdraw from this service if I, or anyone with whom I practice law, undertake the representation of a physician, hospital, or other healthcare provider (other than personal counsel representation or occasional general business representation, which must be disclosed in accordance with subparagraph 1, above), or is retained by a medical liability insurance company to represent the company or one of its insureds in any actual or potential legal action, or is retained by any self-insured healthcare entity to defend any actual or potential legal action.

I agree to and accept these terms.

SIGNATURE: _____ DATE: _____

PRINT NAME: _____

FIRM: _____

ADDRESS: _____

COUNTY: _____

PHONE NUMBER: _____

EMAIL ADDRESS: _____

Sworn to and subscribed
before me this _____
day of _____, 2002.

NOTARY PUBLIC

AffidavitFINAL
3/28/2002

MAIL TO: Pennsylvania Trial Lawyers Association, Suite 600, 121 S. Broad St., Philadelphia, PA 19107-1997