

ASA Community Access Agreement

By using this site, you agree that you have read and will follow the rules, terms and conditions set forth below in this Community Access Agreement. You also agree to reserve discussions and shared files and content to that best suited to the medium. This is a great medium with which to solicit the advice of your peers, benefit from their experience, and participate in an ongoing conversation. Questions should be directed to our Member Services department via the Contact Us link on this site.

This community uses single-sign on, which means your ASAHQ.org username and password grant you access to the community. Your comments and posts are not anonymous.

This Community Access Agreement governs your participation in and use of the Community. The rules, terms and conditions set forth below in this Community Access Agreement (collectively referred to as the "Rules") apply to all members of the Community (participants, you, or users) and constitute a binding, legal agreement between you, the ASA, and its agents and assigns

Please take a moment to acquaint yourself with these important Rules. If you have questions, contact the member service department. In order to preserve a climate that encourages both civil and fruitful dialogue, we reserve the right to suspend or terminate participation in the Community for anyone who violates these Rules.

Discussion Etiquette

Community participants should adhere to the following etiquette when posting to discussions:

- Don't challenge or attack others. The discussions and comments are meant to stimulate conversation not to create contention. Let others have their say, just as you may.
- Do not post anything that you would not want the world to see or that you would not want anyone to know came from you.
- Post your message or documents only to the most appropriate lists or libraries. Do not spam several lists or libraries with the same message.
- Include a signature tag on all messages. Include your name, affiliation, location.
- State concisely and clearly the topic of your comments in the subject line. This allows members to respond more appropriately to your posting and makes it easier for members to search the archives by subject.
- Include only the relevant portions of the original message in your reply. Delete any header information and put your response before the original posting.
- Only send a message to the entire list when it contains information that everyone can benefit from.
- Send messages such as "thanks for the information" or "me, too" to individuals. Do this by using the "Reply to Sender" link to the left of every message or via the messaging feature.

- Do not send administrative messages, such as remove me from the list. Instead, use the web interface to change your settings or to remove yourself from a list. If you are changing e-mail addresses, you do not need to remove yourself from the list and rejoin under your new e-mail address. Simply change your settings in the My Profile area of the ASA website.

Rules

Community participants must adhere to the following rules:

1. The ASA has made the Community available to participants for the purpose of providing a forum for the discussion of issues important to professionals involved in the field of Anesthesiology.
2. The ASA is making the Community available to participants for educational and informational purposes only. The ASA is not undertaking to render advice. Community participants must rely solely on their own judgment with respect to all issues discussed. The ASA does not approve or endorse any specific practices that may be mentioned on the Community. The ASA makes no representations or warranties regarding the experience, qualifications or information provided by Community participants or otherwise provided using the Community.
3. Information posted on the Community will not be treated as confidential and, therefore, should not disclose any confidential, proprietary, or sensitive business or other information. In fact, since any information posted on the Community may be downloaded, reproduced, and disseminated without the knowledge of user(s), users must use extreme care when posting or sending such information.
4. Users acknowledge and agree that they (i) will not have any copyright or other property rights in or to information that they (or others) post on the Community; (ii) specifically waive any such property rights; and (iii) hereby grant all users a license to use (including the right to publish) all information posted by them on the Community.
5. ASA has a policy of strict compliance with federal and state antitrust laws. The antitrust laws prohibit agreements among competitors that restrain trade. Users acknowledge and agree to adhere to the [ASA Antitrust policy](#).
6. Users are prohibited from using the Community to communicate about prices or terms of service, to exchange practice management or any other proprietary information, or otherwise communicate in a manner that may violate federal or state antitrust laws.
7. Discussion topics are not to be relied on as specific advice, and such responses are not intended to constitute practice guidelines or advice.
8. Users should exercise both common sense and courtesy in the messages they transmit on the Community and may not use the Community to transmit defamatory, obscene, and otherwise offensive communications.
9. Users may not post or distribute files, articles or other information subject to trademark, copyright, or other proprietary rights, except with the express consent of the owner of the rights.

10. Users are prohibited from posting job openings, resumes, commercial messages, promotions, advertising, or selling goods or services.
11. Users must respect the security of the Community and may not attempt to gain access or provide access to areas private to the ASA or the Community.
12. Users are prohibited from using the Community for any purpose that may be illegal. For example, the Community may not be used to solicit or disseminate information having to do with, or to conduct any activity relating to, illegal drugs, pornography, gambling, spreading computer viruses, software infringement, trafficking in credit card codes, price-fixing, illegal boycotts, or other crimes.
13. The Community may not be used in a manner that violates applicable federal, state or local laws, the ASA bylaws or any other policies, procedures, rules, or regulations of the ASA.
14. The ASA will deny access to the Community to any individual who has not agreed to the terms of these Rules and reserves the right, in its sole discretion, to (i) remove any postings or other content that is not consistent with these Rules or otherwise not in the best interests of the ASA; and (ii) suspend or terminate access to the Community for violations of these Rules or for otherwise acting in a manner contrary to the interests of the ASA.

Member Directory (Also known as People Search)

1. The directory shall be used for individual, personal and confidential reference purposes only and only pursuant to the terms of this agreement.
2. This directory and its contents are proprietary property of the American Society of Anesthesiologists.
3. You may not, in whole or part, reproduce, copy, disseminate, enter into a computer database, use as part of or in connection with a mailing list, or otherwise utilize this directory, in any form or manner or by any means, except for your individual, person and confidential reference.

Disclaimer

The views expressed on the Community are those of the individual contributors. They do not and should not be construed as representing the views of the ASA. The ASA makes no warranty, guarantee, or representation as to the accuracy or sufficiency of the information posted on the Community, whether posted by the ASA or any third party, and the ASA assumes no responsibility or liability regarding the use or misuse of such information for any purpose. The ASA disclaims any responsibility to maintain copies of any information posted on the Community or to assure that such information is deleted. Unless specifically stated otherwise, the ASA does not endorse, approve, recommend, or certify any information, advice, guidance, product, process, service or organization presented or mentioned on the Community, and information from the Community should not be referenced in any way to imply such approval or endorsement. **NEVERTHELESS, THE ASA RETAINS THE RIGHT TO MONITOR POSTED INFORMATION AND REMOVE MESSAGES OR MATERIALS THAT IT BELIEVES**

DO NOT COMPLY WITH THE TERMS OF THESE RULES OR ARE NOT IN THE BEST INTERESTS OF THE ASA.

Release

The Rules include a legally binding release, waiver, discharge, and covenant not to sue (collectively, Release), made voluntarily by you, on your own behalf, and on behalf of your heirs, executors, administrators, legal representatives, and assigns (collectively, Releasor or you) to the ASA.

As the Releasor, you fully recognize that the ASA does not require you to participate in or utilize the Community. With informed consent, and for valuable consideration received, including access to the Community, as the Releasor, you agree to assume and take on yourself all of the risks and responsibilities in any way arising from or associated with the Community and any materials, information, guidance, or advice contained or posted on or to the Community, and you release the ASA and its affiliates, members, committees, board, officers, directors, legal representatives, employees, agents, administrators, assigns, and contractors (collectively, Releasees), from any and all claims, demands, suits, judgments, damages, actions, and liabilities of every name and nature whatsoever, whenever occurring, whether known or unknown, contingent or fixed, at law or in equity, that you may suffer at any time arising from or in connection with the Community, your acts or omissions, or information you transmit in connection with your participation in an use of the Community, and the materials, information, guidance, or advice contained on the Community, including any injury or harm to others (collectively, Liabilities), and you agree to defend, indemnify, and hold Releasees harmless from and against any and all Liabilities.

As the Releasor, you recognize that this Release means that you are giving up, among other things, all rights to sue Releasees for injuries, damages, or losses that you may incur. You also understand that this Release binds your heirs, executors, administrators, legal representatives, and assigns, as well as yourself.

Choice of Law

These Rules shall be governed in all respects by the laws of the State of Illinois, United States of America, exclusive of its choice of law or conflict of laws provisions. In addition, users consent to be subject to the exclusive personal jurisdiction of the state courts located in Cook County, Illinois or the United States District Court for the Northern District of Illinois, whichever has jurisdiction, and waive any jurisdictional, venue, or inconvenient forum objections to such court in the event of any dispute between the parties.

Amendments

The ASA reserves the right to modify or change the terms of these Rules as it determines from time to time in the best interests of the ASA. Use of the Community constitutes the user's continuing agreement to be bound by these Rules, as amended from time to time.

Acceptance of Rules

By joining the Community, you (i) represent and warrant that you have read these Rules, including, without limitation the terms of the Release set forth above; (ii) fully understand the terms of these Rules (including, without limitation, the Release included herein) and acknowledge that you have had the opportunity to review these Rules (including, without limitation, the terms of the Release) with an attorney of your choosing if you so desire; and (iii) agree to be legally bound by the terms of these Rules.

Privacy & Security

For an explanation of ASA's practices and policies related to the collection, use and storage of online information supplied directly or indirectly by you as a result of your use of our website, please read our [Privacy Statement](#).