

ARBITRATION AGREEMENT

Article 1: Agreement to Arbitrate

It is understood that any dispute as to medical malpractice, that is, as to whether any medical services rendered under this contract were unnecessary or unauthorized or were improperly, negligently, or incompetently rendered, will be determined by submission to arbitration as provided by California and federal law, and not by a lawsuit or resort to court process except as California and federal law provide for judicial review of arbitration proceedings.

Both parties to this contract, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury and instead are accepting the use of arbitration.

Further, the parties will not have the right to participate as a member of any class of claimants, and there shall be no authority for any dispute to be decided on a class action basis. An arbitration can only decide a dispute between the parties and may not consolidate or join the claims of other persons who have similar claims.

Article 2: All Claims Must Be Arbitrated

It is also understood that any dispute that does not relate to medical malpractice—including disputes as to whether or not a dispute is subject to arbitration, whether this agreement is unconscionable, and any procedural disputes—will also be determined by submission to binding arbitration.

It is the intention of the parties that this agreement bind all parties as to all claims, including claims arising out of or relating to treatment or services provided by the healthcare provider, including any heirs or past, present, or future spouse(s) of the patient in relation to all claims, including loss of consortium.

This agreement is also intended to bind any children of the patient, whether born or unborn at the time of the occurrence giving rise to any claim.

All claims for monetary damages exceeding the jurisdictional limit of the small claims court against the healthcare provider and/or the healthcare provider's associates, association, corporation, partnership, employees, agents, and estate must be arbitrated, including without

limitation claims for loss of consortium, wrongful death, emotional distress, injunctive relief, or punitive damages.

This agreement is intended to create an open book account unless and until revoked.

Article 3: Procedures and Applicable Law

A demand for arbitration must be communicated in writing to all parties.

Each party shall select an arbitrator within thirty (30) days, and a third neutral arbitrator shall be selected by the appointed arbitrators within thirty (30) days thereafter. The neutral arbitrator shall then be the sole arbitrator and shall decide the arbitration.

Each party shall pay its equal share of the neutral arbitrator's fees and expenses.

The parties agree that provisions of the California Medical Injury Compensation Reform Act shall apply, including but not limited to:

- Civil Code 3333.1
- Civil Code 3333.2
- CCP 667.7

Where not in conflict with this agreement, the Arbitration Rules of ADR Services, Inc. shall govern any arbitration conducted pursuant to this Arbitration Agreement.

Article 4: General Provision

All claims based upon the same incident, transaction, or related circumstances shall be arbitrated in one proceeding.

A claim shall be waived and forever barred if:

1. On the date notice thereof is received, the claim would be barred by the statute of limitations, or
2. The claimant fails to pursue arbitration with reasonable diligence.

Article 5: Revocation

This agreement may be revoked by written notice delivered to the healthcare provider within 30 days of signature. If not revoked, it will govern all professional services received by the patient.

Article 6: Retroactive Effect

If the patient intends this agreement to cover services rendered before the date it is signed (for example, emergency treatment), the patient should initial here:

Initials: _____

Effective as of the date of first professional services.

If any provision is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

NOTICE

BY SIGNING THIS CONTRACT YOU ARE AGREEING TO HAVE ANY ISSUE OF MEDICAL MALPRACTICE DECIDED BY NEUTRAL ARBITRATION AND YOU ARE GIVING UP YOUR RIGHT TO A JURY OR COURT TRIAL. SEE ARTICLE 1 OF THIS CONTRACT.

Both parties agree that this agreement may be electronically signed, and that electronic signatures are the same as handwritten signatures for purposes of validity, enforceability, and admissibility.

Signatures

Patient Name (Print): _____

Signature: _____ Date: _____

Parent or Guardian (Print): _____

Signature: _____ Date: _____

Office Name: _____

Authorized Signature: _____