

## ARBITRATION AGREEMENT

Patient's Last Name: \_\_\_\_\_ Patient's First Name \_\_\_\_\_

Initial

**Article 1:** It is understood that any dispute as to malpractice, that is to whether any 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 law, and not by a lawsuit or report to court process except as California law provides for judicial review of arbitration proceedings. Both parties to this contract, by entering into it, are giving up their constitutional right to have such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.

Initial

**Article 2:** I understand and agree that this Arbitration Agreement bind me and anyone else who may have a claim arising out of or related to all treatment or services provided by the provider, including any spouse or heirs of the Patient and any children, whether born or unborn at the time of occurrence of any claim. This includes, but is not limited to, any dispute arising from tort, contract, negligence or otherwise for monetary damage, including, without limitation, suits for loss of consortium, wrongful death, emotional distress or punitive damages or actions brought on behalf of Patient by third parties, shall be submitted to binding arbitration and not a lawsuit. I further understand and agree that if I sign this Agreement on behalf of some other person for whom I have responsibility, then, in addition to myself, such person(s) will also be bound by this Agreement, along with anyone else who may have a claim arising out of the treatment or services rendered to that person. I also understand and agree that this Agreement relate to he claims against the provider and any consenting substitute provider, as well as the provider's partners, associates, associations, corporation or partnerships, and the employees, agents, and estates of any of them. I also hereby consent to the intervention or joinder in the arbitration proceeding of all parties relevant to the full and complete settlement of any dispute arbitrated under this Agreement.

Initial

**Article 3:** The arbitrator shall have the authority to award any remedy or relief that a court of the state of California could order or grant, but no other remedy or relief. The award must be limited to the relief available to a California state court and under Cal. law for the cause(s) of action at issue in arbitration. However, each party shall bear its own costs, expenses, legal fees, witness expenses, and 50% of the arbitrator's fees and such expenses may not be awarded against the opposing party. The provisions of California law applicable to healthcare providers shall apply including, but not limited to, California Code of Civil Procedure sections 667.7 and 425.13, and California Civil Code sections 3333.1 and 3333.2. I agree that the arbitrators have the same immunity from civil liability as that of a judicial officer when acting in the capacity of arbitrator under this Agreement. This immunity shall supplement, not supplant, any other applicable statutory or common law.

Initial

**Article 4:** I understand that I do not have to sign this agreement to receive services, and that if I do sign this agreement and change my mind within 30 days of today, then I may cancel this agreement by giving written notice to the undersigned provider within 30 days of the date of my signature below stating that I want to withdraw from this arbitration agreement.

Initial

**Article 5:** I have read and understood this Agreement. I understand that in the case of a pregnant woman, the term "patient" as used herein means both the mother and the mother's expected child or children.

By initialing below, Patient intends and acknowledges this Arbitration Agreement to cover claims arising before the date it is signed. This Arbitration Agreement is effective as of the date of this provision of the first care or service of any kind. Patient acknowledges to have received a signed copy of this agreement.

\_\_\_\_\_  
Initials of Patient or  
Patient's Legal Representative

If any provision of this Arbitration Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and shall not be affected by the invalidity of any other provision.

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

\_\_\_\_\_  
(Patient, Parent, Guardian or Legally Authorized Representative of Patient) / Relationship

Dated: \_\_\_\_\_

Provider's Agreement to Arbitrate: In consideration of the foregoing execution of this Patient-Provider Arbitration Agreement, I likewise agree to be bound by the terms set forth in this Agreement and in the rules specified in Article 3 above.

\_\_\_\_\_  
Personal Dental Office & Specialty Representative

Dated: \_\_\_\_\_