



**ADVANCED CENTER
FOR SPORTS &
MUSCULOSKELETAL MEDICINE**

Standard Patient/Physician Arbitration Agreement

Physician's agreement to arbitrate: In consideration of the foregoing execution of the Patient Physician Arbitration Agreement, Advanced Center For Sports & Musculoskeletal Medicine and Staff likewise agree to be bound by the terms set forth in agreement.

- 1) 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 law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. Both parties to this contract, by entering into it, this arbitration agreement, 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.
- 2) ALL CLAIMS MUST BE ARBITRATED. I understand that all claims for damages arising from medical services rendered by Advanced Center For Sports & Musculoskeletal Medicine, and/or associate or substitute physicians, nurses or employees must be arbitrated. This includes any claim of a spouse, heir, child (born or unborn), or other successor in interest to any such claim.
- 3) ARBITRATION PANEL. Within 30 days of a demand to arbitrate a dispute, which must be made in writing, the parties shall agree of three medical arbitrators. Each party will bear the costs for their own legal counsel, and other expenses incurred for their own benefit, as well as their pro rata share of arbitration agreements.
- 4) APPLICABLE LAW. I agree that the California Code of Civil Procedure relating to arbitration shall apply without any exception.
- 5) RETROACTIVE EFFECT. If the signing party intends this agreement to cover all services rendered before the date of the signing of this agreement (including, but not limited to, prior consultations or treatment).
- 6) ACKNOWLEDGMENT. By signing this agreement, the signing party acknowledges he/she discussed to his/her satisfaction any questions he/she may have had regarding the arbitration agreement with Advanced Center For Sports & Musculoskeletal Medicine, an associate physician, or authorized legal representative of Advanced Center For Sports & Musculoskeletal Medicine.
- 7) If any provision of this arbitration agreement should be 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 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.

X

PRINTED PATIENT NAME AND SIGNATURE OF PATIENT, PARENT, GUARDIAN OR AUTHORIZED REPRESENTATIVE

DATE: _____

If signed by someone other than the patient, indicate relationship: _____