

**\*\*\* Arbitration Agreement \*\*\***

**Article 1: AGREEMENT TO ARBITRATE:** We hereby agree to submit to binding all disputes and claims for damages of any kind, injuries and losses arising from the medical care rendered or which should have been rendered after the date of this agreement. All Claims for damages against the physician, and the physician's partners, associates, association, corporation or partnership, and the employees and estates of any of them (hereinafter collectively referred to as "Physician"), must be arbitrated including, without limitation, claims for personal injury, loss of consortium, wrongful death, emotional distress or punitive damages. We agree that the physician may pursue a legal action and collect any fee from the patient and doing so shall not waive the Physician's right to compel arbitration of any malpractice claim. However, following the assertion of any malpractice claim against the Physician, any fee dispute, whether or not the subject of any existing legal action, shall be resolved by arbitration.

We expressly intend that this Agreement shall apply to any claim of a person who signs this agreement (including any person on whose behalf another person sign this agreement), to claim the unborn child of said person for 12 months from the date of this agreement is signed, and to the claim of a person who is not a party to this Agreement if the sole basis for the claim is an injury of person described in this sentence.

**Article 2: WAIVER OF RIGHT TO TRIAL:** We expressly waive all rights to pursue any legal action to seek damages or any other remedies in a court of law, including the right to a jury or court trial, except to enforce our decision to arbitrate, to collect any arbitrations award and to facilitate any arbitration process as permitted by the Utah Arbitration Act.

**Article 3: Procedures and Appointment of Arbitrators:** Patient shall serve physicians by certified mail with a written demand for arbitration which shall specify the nature of the claim, the date of the claimed occurrence, the complaint of conduct by the Physician, and a description of the patient's injuries and damages. Within 30 days of receiving the demand, the Physician will contact you. If you and the physician cannot resolve the claim by working together or through mediation, will start the process of choosing arbitrators. There will be three arbitrators, unless we agree that a single arbitrator may resolve the claim. You will appoint an arbitrator of your choosing and Physician will appoint an arbitrator of his or her choosing. You and the Physician will then jointly appoint a jointly-selected arbitrator, the arbitrators appointed by each of the parties will choose the jointly-selected arbitrator from a list of individuals approved as arbitrators by the state of federal courts of Utah. If the arbitrators cannot agree on a jointly-selected arbitrator, either or both of us may request that a Utah court select an individual from the lists described above. Patient and the physician shall pay the fee and expenses of his or her arbitrators. Each Party shall share equally the expenses and fees of the jointly-selected arbitrator. The jointly-selected arbitrator will preside over the arbitration hearing and shall have all other powers of an arbitrator as set forth in the Utah Uniform Arbitration Act. The parties agree that the arbitrators have the immunity of judicial officers from civil liability when acting in the capacity of an arbitrator under this agreement.

All claims based on the same occurrence, incident, or care shall be arbitrated in one proceeding; however. The arbitration shall be held in the County of the Physician's principal place of business or elsewhere as the parties may agree.

The Parties consent to the participation in the arbitration of any person or entity that would otherwise be a proper additional part in a court action and which agrees to be bound by the arbitration decision. Any existing court action against such additional person or entity shall be stayed upon agreement to participate in the arbitration.

The parties that the arbitration proceedings are private, not public, and the privacy of the parties and the arbitration proceedings shall be preserved. The patient has the right to retain legal counsel.

**Article 4: Applicable Law:** With respect to any matter not herein expressly provided for, the arbitration shall be governed by the Utah Arbitration Act. All provisions of the Utah Health Care malpractice Act, with the exception of the notice of intent and pre-litigation hearing requirements which the parties hereby waive, shall apply to the arbitration. The comparative fault provisions of Utah Law apply to the arbitration and arbitrators shall apportion fault to all persons or entities who contributed to the claimed injury whether or not they are parties to the arbitration.

**Article 5: Revocation:** The Patient may rescind this agreement by written notice mailed to the Physician, by certified mail, within 10 days after signature, and if not revoked shall govern all medical services received by the Patient after the date of this agreement.

**Article 6: Term:** The term of this agreement is one year from the date it is signed. It shall be automatically renewed from year to year thereafter unless either party to this agreement notifies that other of his or her election not to renew in writing delivered by certified mail prior to the renewal date.

**Article 7: Read and Understood:** I (patient or Parent's representative) have read and understood the above Agreement which has been verbally explained to me to my satisfaction. I understood that I have the right to have my questions about the Arbitration answered and I do not have any unanswered questions. I execute this agreement of my own free will and do not under any duress, and I understand that my signing this agreement is not a requirement in order to receive medical services from this Physician.

**Article 8: Received Copy:** I have received a copy of this document.

**Article 9: Severability:** If any provision of this 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.

**Russell Smith, MD                      Alicia Jones, MD**

**Smith and Jones Practice**

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Name of Physician, Group or Clinic

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Signature of Physician or  
Authorized Representative

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Name of Patient (PRINT)

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Signature of Patient or Patient's  
Representative