

## CLINICIAN-CLIENT ARBITRATION AGREEMENT

**Article 1: Agreement to Arbitrate:** It is understood that any dispute as to medical malpractice, that is as to where medical services under this contract were unnecessary, improperly, negligently, or incompletely rendered, will be determined by submission to arbitration as provided by California Law.

**Article 2: All Claims must be arbitrated:** It is the intention of these parties that this agreement binds all parties whose claims may arise out of, or relate to treatment provided by LaserDoc staff including any spouse or heirs of the client and any children, whether born or unborn, at the time of the occurrence giving rise to any claim, in the case of any pregnant mother, the term "client" herein shall mean both the mother and the mother's expected child or children.

All claims for monetary damages exceeding the jurisdictional limit of the small claims court against LaserDoc and the employees, agents and estates of same, must be arbitrated including, without limitation, claims for loss of consortium, wrongful death, emotional distress or punitive damages. Filing of any action in any court by LaserDoc to collect any fee from the client shall not waive the right to compel arbitration on any malpractice claim.

**Article 3: Procedures and Applicable Law:** A demand for arbitration must be communicated in writing to all parties. Each party shall select an arbitrator (party arbitrator) within thirty days and a third arbitrator (neutral arbitrator) shall be selected by the arbitrators appointed by the parties within thirty days of a demand for a neutral arbitrator by either party.

Either party shall have the absolute right to arbitrate separately the issues of a liability and damages upon written request to the neutral arbitrator.

The parties consent to the intervention and joinder in the arbitrator of any person or entity, which would otherwise be a proper additional party in a court action, and upon such intervention and joinder any existing court action against such additional person entity shall be pending arbitration.

The parties agree that provisions of California law applicable to health care providers shall apply to disputes within this arbitration agreement, including, but limited to, Code of Civil Procedures Sections 340.5 and 557.7 and Civil Code Sections 3333.1 and 3333.2. Any party may bring before the arbitrators a motion for summary judgment or summary adjudication in accordance with the Code of Civil Procedure. Discovery shall be conducted pursuant to Code of Civil Procedures section 1283.05, however, depositions may be taken without prior approval of the neutral arbitrator.

**Article 4: General Provisions:** All claims based upon the same incident, transaction or related circumstances shall be arbitrated in one proceeding. A claim shall be resolved and forever.

**Article 5: Revocation:** This agreement may be revoked by written notice delivered to LaserDoc within 30 days of signature. This agreement applies to all medical services rendered at any time for any condition.

**Article 6: Retroactive Effect:** If the client intends this agreement to cover services rendered before the date it is signed (including, *but limited to*, emergency treatment) client should initial here:\_\_\_\_\_.

This Arbitration Agreement will become effective as of the date of first the medical treatment.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Client or Client's Representative Signature

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Client's Printed Name

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 provisions.

I understand that I have the right to receive a copy of this arbitration agreement. By my signature below, I acknowledge that I have received a copy.

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Nurse or LaserDoc Authorized Representative's Signature

A signed copy of this document is to be given to the client. Original is to be filed in Client's medical records.

Client: If you have any questions, please call 510-399-SKIN