

Sesi Signature Inc.

Physician-Patient Arbitration Agreement

Notice to Patient: Signing this agreement is optional and is not a condition of receiving medical services.

This is an agreement between Sesi Signature Inc. (“the Practice”), including its licensed healthcare providers, employees, and agents (collectively “the Provider”), and the patient named below (“the Patient”).

Article 1: Agreement to Arbitrate Medical Malpractice Claims 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 neutral, binding 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, 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 binding arbitration.

It is the intention of the parties that this agreement bind all parties whose claims may arise out of or relate to treatment or service provided by the Practice, including any spouse or heirs of the Patient. All claims for monetary damages, including, without limitation, claims for loss of consortium, wrongful death, or emotional distress, must be arbitrated.

The filing of any action in court by the Practice to collect any fee from the Patient shall not waive the right to compel arbitration of any malpractice claim. However, following the assertion of any claim against the Practice, any fee dispute shall also be resolved by arbitration.

Article 2: Voluntary Agreement and Right to Refuse The Patient acknowledges that signing this arbitration agreement is entirely voluntary. Receiving treatment at the Practice is **NOT** conditioned on the Patient’s agreement to arbitrate. The Patient has the right to refuse to sign this form.

Article 3: 30-Day Right to Rescind This agreement may be revoked by written notice delivered to the Practice within thirty (30) days of the date of signature. After thirty (30) days, this agreement will be binding on both parties.

Article 4: Governing Law and Procedure This agreement shall be governed by the California Arbitration Act. The dispute will be heard by a single, neutral arbitrator, unless the parties mutually agree in writing to a different procedure. The parties agree that provisions of California law applicable to healthcare providers shall apply to disputes within this arbitration agreement,

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including, but not limited to, Code of Civil Procedure Sections 340.5 and 667.7 and Civil Code Sections 3333.1 and 3333.2

Article 5: Retroactive Effect If the Patient intends this agreement to cover services rendered before the date it is signed (including, but not limited to, emergency treatment), the Patient should initial here: _____

(The following notice must be printed in at least 10-point bold red type)

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.

By signing below, the parties confirm that they have read, understood, and agree to the terms of this Physician-Patient Arbitration Agreement. The Patient acknowledges receipt of a copy of this signed agreement.

Patient Signature: _____
Printed Name: _____
Date: _____
OR
Parent/Guardian 1 Signature: _____
Printed Name: _____
Date: _____
(Optional – To be signed by a second parent/guardian, especially in cases of joint legal custody)
Parent/Guardian 2 Signature: _____
Printed Name: _____
Date: _____

Practice Representative Signature: _____

Sesi Signature Inc.

Printed Name and Title: _____ **Date:** _____