

Tattoo Removal Program ARBITRATION AGREEMENT

ARTICLE 1: Agreement to Arbitrate: 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, 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.

ARTICLE 2: Parties to be bound in All Controversies: This Arbitration Agreement shall apply to the names Health Care Provider, its agents, representatives, and employees, and the undersigned individual, his/her dependents (whether or not a minor), heirs-at-law or personal representatives; and whether stemming from tort or contract or otherwise, the same shall be submitted to arbitration. This Arbitration Agreement shall also apply to any member of the medical staff of the named Health Care Provider agreeing in writing to be bound by its terms. This arbitration agreement will apply to all services and treatments that were performed or as a result of those services and treatments performed by the Tattoo Removal Program.

ARTICLE 3: Procedures and Applicable Law: Within a reasonable time after any of the parties give notice to the other of demand for arbitration, the parties to the controversy shall each appoint an arbitrator and give notice of such appointment to the other. Within a reasonable time after such notices have been given, the two arbitrators so selected shall select a neutral arbitrator, and give notice of the selection thereof to the parties. The arbitrators shall hold a hearing within a reasonable time from the date of notice of selection of the neutral arbitrator and liability and damages may be bifurcated. The arbitration proceedings and any award rendered shall be in accordance with the provisions of the 1975 Medical Injury Compensation Reformation Act (MICRA). A claim shall be waived and forever barred if (1) on the date the notice thereof is received, the claim, if asserted in a civil action, would be barred by the applicable California Statute of Limitations, or (2) the claimant fails to pursue the arbitration claim in accord with the procedures prescribed herein with reasonable diligence.

ARTICLE 4: Revocation: This agreement may be revoked by written notice delivered to the named Health Care Provider within 30 days of signature. If any provision of this Arbitration Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect and shall not be affected by the invalidity of any other provision. The undersigned certifies that he/she has read the foregoing, received a copy of it, and is the patient, the patient's legal representative, or is duly authorized by the patient as the patient's general agent to execute the above and accept its terms.

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

Tattoo Removal Program – Providence Medical Institute
(Health Care Provider)

By _____
 Witness

Patient / Parent / Guardian / Conservator

 Interpreter Language

 If other than patient, indicate relationship

Date _____ **Time** _____