



## Patient Arbitration Agreement

What is arbitration? Arbitration is a way to settle a dispute between us without involving courts. It is usually faster, easier, more private, and less expensive for both of us because a neutral arbitrator is used to resolve the dispute. If you agree to arbitration, the decision by the arbitrator is considered final and you usually cannot go to court or appeal the decision. It is important that you understand this agreement.

- 1. Arbitrate All Claims.** The parties agree to have all disputes resolved through binding arbitration by a single independent neutral Arbitrator. Both parties to this Agreement are giving up their right to have any such dispute decided by a court of law before a jury.
- 2. Parties.** It is the intention of the parties that this Agreement bind all parties whose claims may arise out of or relate to the treatment or service provided by Eagles Landing Family Practice, LLC ("**ELFP**"). ELFP includes ELFP's physicians, licensed and unlicensed clinical professionals and assistants, officers, directors, employees, agents, related entities, and any person or entity alleged to be responsible for the ELFP's activities. "**Patient**" includes the Patient, the Patient's parent(s), the Patient's Representative, the Patient's guardian, attorney-in-fact, agent, or any person whose claim is derived through or on behalf of the Patient, including any spouse, child, unborn child, parent, executor, administrator, personal representative, heir, or survivor, as well as anyone entitled to bring a wrongful death claim relating to the Patient.
- 3. Arbitration Administration.** Arbitrations under this Agreement will be administered by the American Health Lawyers Association ("**AHLA**") or its successor, pursuant to its rules of procedure. If the AHLA is unavailable to administer the Arbitration, the parties will work together to identify a mutually acceptable Arbitrator, and if they cannot, then either party may petition a court to appoint a neutral Arbitrator. Any Arbitrator selected shall follow the terms of this Agreement and the rules of the AHLA in effect at the time that this Agreement was entered. The parties may remove the Arbitrator by mutual written agreement. The Arbitrator will resolve all disputes among the parties, including wrongful death claims and any disputes about the making, enforceability, or scope of this Agreement. All claims based upon the same incident, transaction, or related circumstances shall be arbitrated in one proceeding.
- 4. Counsel and Attorneys' Fees.** Each party may be represented by its own counsel in the arbitration. Each party agrees to pay its own attorneys' fees and costs, unless otherwise specifically awarded by the Arbitrator. The Arbitrator may award attorney's fees and expenses to the prevailing party.
- 5. Arbitration Fees.** Each party to the arbitration shall pay such party's pro rata share of the expenses and fees of the Arbitrator, together with other expenses of the arbitration incurred or approved by the Arbitrator.
- 6. Severability / Survival.** If any part of this Agreement is determined to be invalid the remaining provisions remain in full force and effect. This Agreement covers any readmissions or subsequent care and/or treatment of the Patient by ELFP. This Agreement remains in effect notwithstanding discharge of the Patient from the ELFP's care or termination of the Patient-Provider relationship.
- 7. Admission and Care Unaffected.** ELFP will admit the Patient and provide the same care, without delay, if this Agreement is not signed.

**8. Right to Revoke.** The Patient may revoke this Agreement by providing written notice to ELFP within ten (10) days of signature. Any disputes arising prior to revocation will remain subject to this Agreement.

**NOTICE: By signing this agreement you are agreeing to resolve any dispute that may arise in the future between the parties by binding arbitration and you are giving up your right to a jury or court trial.**

**PATIENT or PATIENT REPRESENTATIVE:**

By: \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Patient Name

\_\_\_\_\_  
If Representative, Print Name and Relationship to Patient

**SIGNATURE OF EAGLES LANDING FAMILY PRACTICE, LLC REPRESENTATIVE:**  
(ELFP signature not required to effectuate this Agreement. Provision of services by ELFP will constitute acceptance in absence of signature.)

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name