

Today's Women's Health Specialists
604 W Warner Rd. Suite E-201 • Chandler, Arizona 85225 • 480-9630-7900

AGREEMENT TO ARBITRATE

PLEASE READ THIS CAREFULLY AS IT WAIVES YOUR RIGHT TO A JURY IN A COURT OF LAW

This agreement is made and entered into at Chandler, Arizona, this _____ day of _____ of 20____ by and between Today's Women's Health Specialists physicians/providers, its agents, servants and employees, referred to hereinafter as Doctors and/or TWHS, and Patient _____, referred to hereinafter as Patient. (Doctors and Patient hereinafter sometimes collectively referred to as Parties)

WITNESSETH:

Whereas, Doctors/Providers/Staff, will be performing certain services on behalf of Patient; and

Whereas, the Parties hereto recognize that a dispute could develop regarding the care, treatment, medical procedures, services and/or fees rendered by Doctors/Providers/Staff; and

Whereas, the Parties deem it to be in their respective best interests to settle any such dispute as expeditiously and economically as possible and without resorting to litigation before a Court of Law;

Now, therefore, in accordance with the provisions herein set forth, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. It is understood by the Patient that he/she is not required to see our Doctors/Providers/Staff and that there are numerous other physicians in Phoenix, Arizona who are qualified and available to provide the same services as Doctors. However, Patient expressly desires to utilize the services of Today's Women's Health Specialists and, therefore, agrees to the terms of this agreement.
2. In the event any dispute arises between the Parties concerning the medical procedures, services, care or treatment provided by Doctors or Staff, or as a result of the fees charged by Today's Women's Health Specialists, the Parties hereto mutually agree that any such dispute, whether based on a tort, contract, or other theory of recovery, shall be resolved by binding arbitration in the City of Phoenix in accordance with the rules then prevailing of the American Arbitration Association (AAA).
3. The parties further agree that any arbitrator appointed by the AAA shall be a licensed, Board Certified Medical/Osteopathic Doctor who specializes in obstetrics and gynecology. The American Arbitration Association is a private organization that provides an alternative forum for resolving legal disputes. It has its own rules and procedures that are similar to, but not the same as those used in a Court of Law.
It is expressly understood by Parties that AAA is not a court of law and that the potential arbitrators are private individuals trained in the field of obstetrics and gynecology and thus more likely familiar with the issues in any possible dispute. However, Parties agree that any findings and/or rulings by the arbitrator shall be enforceable in a Court of Law.
4. This agreement shall be binding, not only upon the Parties hereto, but also upon their respective heirs, devisees, personal representatives, guardians, or any person deriving any claim through or on behalf of them.
5. The Parties expressly acknowledge that they have read this Agreement and accept the terms and conditions set forth herein, including the waiver of their ability to seek redress in a Court of Law and to, instead, use the American Arbitration Association to resolve all disputes arising from the performance or provision of any medical care or treatment, including disputes regarding fees.
6. Patient acknowledges that he or she has had this contract explained to Patient by a staff member, and has had the opportunity to question Doctors/Providers and/or staff regarding this contract and that Doctors/Providers and/or staff has satisfactorily answered all of Patient's questions. The Parties further understand and acknowledge that they knowingly and voluntarily waive their right to a judge or jury trial should any dispute arise between parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.

BY PATIENT: _____

WITH SIGNATURE, PATIENT ACKNOWLEDGES AN EXECUTED COPY OF THIS AGREEMENT HAS BEEN PROVIDED TO PATIENT

NOTE: Signing this agreement is not a condition of being seen

BY AUTHORIZED AGENT: _____

Form reviewed and discussed with Patient