

Agreement for Binding Arbitration

This document outlines the agreement for binding arbitration. We are requesting you to agree to binding arbitration because of the high cost of malpractice insurance. A binding arbitration agreement allows us to secure the most cost effective malpractice coverage, and pass those savings onto you.

By signing an arbitration agreement the parties agree as follows:

1. All parties to this agreement are **giving up the right to sue each other in court**, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
2. Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
3. The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than court proceedings.
4. The arbitrators do not have to explain the reason(s) for their award. The arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited.
5. The Panel of Arbitrators will typically include a minority of arbitrators who were or are affiliated with the health care industry.
6. The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
7. The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.

In consideration for receiving medical treatment at **STATMed, LLC**, you agree that any controversy between you and/or your Representative and **STATMed, LLC** or any representative of **STATMed, LLC**, arising out of or relating to your evaluation and treatment at or by representatives of **STATMed, LLC** including the construction, performance, or breach of this agreement whether entered into prior, on or subsequent to the date hereof, shall be settled by arbitration. Any arbitration award hereunder shall be entered in any court, state or federal, having jurisdiction. You understand you cannot be required to arbitrate any dispute or controversy nonarbitrable under federal law.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any predispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class until: (1) the class certification is decertified; or (2) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.

Signature _____ Date _____

Printed Name _____

Witness _____

Printed Name _____ Date _____