

PATIENT NAME:

INFORMED CONSENT & ARBITRATION AGREEMENT, 2 PAGES, PLEASE SIGN BOTH

INFORMED CONSENT

I hereby request and consent to the performance of acupuncture treatments and other procedures within the scope of the practice of acupuncture on me (or on the patient named below, for whom I am legally responsible) by the acupuncturist named below and/or other licensed acupuncturists who now or in the future treat me while employed by, working or associated with, or serving as back-up for the acupuncturist named below, including those working at the clinic or office listed, or any other office or clinics, whether signatories to this form or not.

I understand that the methods of treatment may include, but are not limited to, acupuncture, Moxibustion, cupping, electrical stimulation, *tui-na* (traditional Chinese medical massage,) *gua sha* (Chinese therapeutic scraping), Chinese herbal prescriptions, and nutritional and lifestyle counseling. I understand that herbs may need to be prepared and decoctions consumed according to instructions provided orally and in writing. The herbs may have an unpleasant odor or taste. I will immediately notify a member of the clinic staff of any unanticipated or unpleasant effects associated with the consumption of herbs. I will keep the clinic staff informed of any pharmaceutical drug or nutritional supplement, which I have been prescribed, or I am taking, in order to allow proper timing and dosage of Chinese herbal prescriptions.

I have been informed that acupuncture is a generally safe method of treatment, but that it may have some side effects, including bruising, numbness or tingling near the needling sites that may last several days, and dizziness or fainting. Bruising is a common side effect of cupping or *gua sha*. Unusual risks of acupuncture include spontaneous miscarriage, nerve damage and organ puncture, (including lung puncture, aka. Pneumothorax) which could lead to death. Infection is another possible risk, although the clinic uses sterile, single-use, disposable needles and maintains a clean and safe environment. Burns and/or scarring are a possible risk of Moxibustion and cupping. I understand that while this document describes the major risks of treatment, other risks may be present and other side effects may occur. The herbs and nutritional supplements (which are from plant, mineral and occasionally animal sources) that have been recommended are traditionally considered safe in the practice of oriental medicine, although some may be toxic in extreme doses. I understand that some herbs may be inappropriate during pregnancy. Some possible side effects of taking herbs are nausea, gas, stomachache, vomiting, headache, diarrhea, rashes, hives and tingling of the tongue. I will notify the clinic staff member who is caring for me if I am or become pregnant.

I do not expect the clinical staff to anticipate and explain all possible risks and complications of treatment, and I wish to rely on the clinical staff to exercise judgment during the course of treatment which the clinical staff thinks at the time, based upon all facts then known, is in my best interest. I understand that results are not guaranteed.

I understand the clinical and administrative staff may review my patient records and lab reports, but all my records will be kept confidential and will not be released without my written consent.

By voluntarily signing below, I show that I have read, or have had read to me, the above consent to treatment, have been told about the risks and benefits of acupuncture and other procedures, and have had an opportunity to ask questions. I intend this consent form to cover the entire course of treatment for my present condition and for any future condition(s) for which I seek treatment from this clinical staff.

Date

PATIENT SIGNATURE **X**

(or Patient Representative)

(Indicate relationship if signing for patient)

Date

OFFICE SIGNATURE

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Agreement to Arbitrate

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 lawsuit or resort to court process except as state and federal 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: All Claims Must Be Arbitrated: It is also understood that any dispute that does not relate to medical malpractice, including disputes as to whether or not a dispute is subject to arbitration, will also be determined by submission to binding arbitration. It is the intention of the parties that this agreement binds all parties as to all claims arising out of or relating to treatment or services provided by the health care provider, including any heirs or past, present or future spouse(s) of the patient in relation to all claims, including loss of consortium. This agreement is also intended to bind any children of the patient whether born or unborn at the time of the occurrence giving rise to any claim. This agreement is intended to bind the patient and Jeffrey Szilagyi L.Ac. or other health care providers in the same clinic presently or at future date. All claims for monetary damages exceeding the jurisdictional limit of the small claims courts against the health care providers, must be arbitrated including, without limitation, claims for loss of consortium, wrongful death, emotional distress, injunctive relief or punitive damages.

Article 3: Procedures and Applicable Law: A demand for arbitration must be communicated in writing to all parties. Each party shall select an arbitrator (party arbitrator) within thirty days and a third arbitrator (neutral arbitrator) shall be selected by the arbitrators appointed by the parties within the thirty days thereafter. The neutral arbitrator shall then be the sole arbitrator and shall decide the arbitration. Each party to the arbitration shall pay such party's pro rate share of the expenses and fees of the neutral arbitrator, together with other expenses of the arbitration incurred or approved by the neutral arbitrator, no including counsel fees, witness fees, or other expenses incurred by a party for such party's own benefit.

Either party shall have the absolute right to bifurcate the issues of liability and damage upon written request to the neutral arbitrator. The parties consent to the intervention and joinder in this arbitration of any person or entity that would otherwise be a person or entity shall be stayed pending arbitration.

The parties agree that provisions of state and federal law, where applicable, establishing the right to introduce evidence of any amount payable as a benefit to the patient to the maximum extent permitted by law, limiting the right to recover non-economic losses, and the right to have a judgment for future damages conformed to periodic payments, shall apply to disputes within this Arbitration Agreement. The parties further agree that the Commercial Arbitration Rules of the American Arbitration Association shall govern any arbitration conducted pursuant to this Arbitration Agreement.

Article 4: General Provision: All claims based upon the same incident, transaction or related circumstances shall be arbitrated in one proceeding. A claim shall be waived and forever barred if (1) on the data notice thereof is received, the claim, if asserted in a civil action, would be barred by the applicable legal statute of limitations, or (2) the claimant fails to pursue the arbitration claim in accordance with the procedures herein with reasonable diligence.

Article 5: Revocation: This agreement may be revoked by written notice delivered to the health provider within 30 days of signature and if not revoked will govern all professional services received by the patient and all other disputes between the parties.

Article 6: Retroactive Effect: If a patient intends this agreement to cover services rendered before the date it is signed (for example, emergency treatment) patient should initial here _____ Effective as the date of first professional services.

NOTICE: BY SIGNING THIS CONTRACT YOU ARE AGREEING TO HAVE ANY ISSUE OF MEDICAL MALPRACTICE DECIDED BY NETURAL ARBITRATION AND YOU ARE GIVING UP THE RIGHT TO A JURY OR COURT TRIAL. SEE ARTICLE 1 OF THIS CONTRACT

Date

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PATIENT SIGNATURE **X**

(or Patient Representative)

(Indicate relationship if signing for patient)

OFFICE SIGNATURE

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