

## ARBITRATION AGREEMENT

**Article 1: Agreement to Arbitrate:** It is understood that all disputes, including but not limited to medical malpractice, that is as to whether any medical services rendered under this contract were unnecessary or unauthorized or were improperly, negligently, incompetently rendered, or any disputes arising out of your relationship with Wellness Garden will be determined by submission to arbitration as provided by Washington state law and federal law, and not by a lawsuit or resort to court process except as state and federal law provides for judicial review or 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 bind all parties as to all claims, including claims arising out of or relating to treatment or services provided by Wellness Garden, its health care providers 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 the health care provider and/or other licensed health care providers or preceptorship interns who now or in the future treat the patient while employed by, working, associated with, or serving as a back-up for Wellness Garden and its health care providers, including those working at Wellness Garden's clinic(s), office, or any other clinic or office whether signatories to this form or not.

All claims for monetary damage exceeding the jurisdictional limit of the small claims court against Wellness Garden, and/or the health care provider's associated, association, corporation, partnership, employees, agents and estate, 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 dispute or controversy leading to a demand for arbitration shall be settled by binding arbitration to be held in Chelan County, Washington, in accordance with the rules then in effect of the American Arbitration Association and in accordance with the laws and rules of Washington State. The arbitrator may grant injunctions or other relief in such dispute or controversy, and each party shall each pay one-half of the costs and expenses of such arbitration and each shall separately pay its respective counsel fees, witness fees, and expenses.

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 proper additional party in a court action, and upon such intervention and joinder any existing court action against such additional person or entity shall be stayed pending arbitration.

**Article 4: General Provisions:** 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 date 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 procedure prescribed herein with reasonable diligence.

**Article 5: Revocation:** This Agreement may be revoked by written notice delivered to Wellness Garden 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. All parties intend that in the event of revocation of this Agreement, that services provided prior to delivery date of revocation are binding in accordance with this Agreement.

**Article 6: Retroactive Effect:** This Agreement is effective as of the date first professional services are rendered, regardless of the date this Agreement is signed.

If any provision of the Arbitration Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and shall not be affected by the invalidity of any other provision. I understand that I have the right to receive a copy of this Arbitration Agreement. By my signature below, I acknowledge that I have received a copy.

**NOTICE: BY SIGNING THIS CONTRACT YOU ARE AGREEING TO HAVE ANY AND ALL DISPUTES WITH WELLNESS GARDEN INCLUDING, BUT NOT LIMITED TO, ISSUES 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.**

\_\_\_\_\_  
Patient Signature/Legal Representative

\_\_\_\_\_  
Wellness Garden, Representative

\_\_\_\_\_  
Printed Name/Relationship (if signing for patient)

\_\_\_\_\_  
Printed Name/Relationship

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date