



MUTUAL BINDING ARBITRATION AGREEMENT

Patient's Name: _____ (PLEASE PRINT)

This mutual binding arbitration agreement constitutes an integral part of a contract for medical services by and between _____ (name of patient) and Sheer Beauty Medical Skincare or Riverside Plastic Surgery Associates Inc.,/ Dr.Children who agree to be bound as described hereunder:

1. 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 in California law, and not by lawsuit or resort to court process except as California 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.

2. Such arbitration shall be in accordance with the current arbitration rules of the American Arbitration Association. This Mutual Binding Arbitration Agreement shall apply to any legal claim or civil action in connection with any and all medical care or medical services rendered, whether inpatient or outpatient, against Dr.Children or any of Riverside Plastic Surgery Associates Inc., and Sheer Beauty Medical Skincare's employees or contracted staff.

3. The execution of this Mutual Binding Arbitration Agreement shall not be a precondition of the furnishing of medical services by Dr. Children/Sheer Beauty Medical Skincare. This Mutual Binding Arbitration Agreement may be rescinded by written notice from the Patient or Patient's legal representative within 30 days of signature.

4. ALL CLAIMS MUST be ARBITRATED: It is also understood that any dispute, including disputes not related to medical malpractice claims, shall be determined by submission to binding arbitration. It is the intention of the parties that this agreement bind all parties as to all claims, in contract, tort, or otherwise, including, but not limited to, all claims arising out of or pertaining to the treatment or services provided by Sheer Beauty Medical Skincare and its employees, physicians and management company. This agreement is intended to bind the patient and Sheer Beauty Medical Skincare and/or licensed health care providers (included nurses) or preceptor ship interns who now or in the future treat the patient while employed by, working or associated with Sheer Beauty Medical Skincare, including any employees working at Sheer Beauty Medical Skincare's facilities. The intention of the parties is that all claims for damages, in any form, must be arbitrated, including, without limitation, breach of contract, personal injury, wrongful death, loss of consortium, emotional distress, injunctive relief and/or punitive damages.

NOTICE: BY SIGNING THIS CONTRACT YOU ARE AGREEING TO HAVE ANY ISSUE 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.

Date: _____ Time: _____

Signature: _____

(patient/parent/legal guardian/legal representative)

If signed by other than patient, indicate relationship: _____