

GEORGE MATSUDA, M.D. | DIAMOND COSMETIC GYNECOLOGY HEALTHCARE PROVIDER-PATIENT ARBITRATION AGREEMENT

- Article 1: Agreement to Arbitrate. It is understood that any dispute as to negligence or medical malpractice, that is as to whether any medical services rendered by Dr. George Matsuda and Diamond Cosmetic Gynecology Were unnecessary or unauthorized or were improperly, negligently, or incompetently rendered will be dismissed by submission to arbitration as provided by California law, and not by a lawsuit or resort to Court process except as California Law provides for judicial review or arbitration proceedings. Both parties to this contract by entering into it are giving up their Constitutional rights to have any such dispute decided in a court of law before a jury, and instead are accepting to utilize arbitration
- Article 2: All claims for monetary damages exceeding the jurisdictional limit of the small claims court against the healthcare provider and the healthcare provider's, associates, association, corporation or partnership, and the employees, agents and estates of any of them, must be arbitrated including, without limitation, claims for loss of consortium, wrongful death, emotional distress and or putative damages. Filing of any action in any court by the healthcare provider to collect any fee from the patient shall not waive the right to compel arbitration of any malpractice claim.
- Article 3: Procedures and Applicable Law. A demand for arbitration must be communicated in writing to all parties. Each party to the arbitration shall pay such party's pro rata share of the expenses and fees of the neutral arbitrator, together with other expenses of the arbitration incurred or approved by the neutral arbitrator, not including attorney's fees or witness fees, or other expenses incurred by a party for such party's own benefit. The parties agree that the arbitrators have the immunity of the judicial officer from civil liability when acting in the capacity of arbitrator under this contract. This immunity shall supplement, not supplant, any other applicable statutory or common law. Either party shall have the absolute right to arbitrate separately the issues of liability and damages upon written request to the neutral arbitrator. The parties consent to the intervention and joinder in this arbitration of any person or entity which 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 the private arbitration.
- Article 4: I acknowledge that medical aesthetic procedures and skin care treatments including, but not limited to neurotoxins, dermal fillers, sclerotherapy, microdermabrasion, facials, IPL treatments, laser treatments, body treatments, skin tightening, endermologie, fat pocket reduction, facial toning and various other cosmetic treatments are not an exact science and that no specific guarantees can or have been made concerning the expected result. I understand that some patients experience more change and improvements than others. In virtually all cases, multiple treatments within specified time intervals are required for improvements to become apparent. I agree to adhere with post-treatment instructions, and recommended follow-up visits at Dr. George Matsuda and Diamond Cosmetic Gynecology and acknowledge that failure to do so may result in unfavorable treatment outcomes. I also realize that the following risks and hazards may occur in connection with any particular treatment including but not limited to unsatisfactory results, poor healing infection, discomfort, redness, blistering, nerve damage, scarring, change in the skin pigmentation, and increased hair growth. I understand that even though precautions may be taken in my treatment, not all risks and outcomes can be known in advance.

Article 5: Revocation: This agreement may be revoked by written notice delivered to the healthcare provider within 30 days of signature. It is the intent of this agreement to apply to all medical services rendered any time for any condition. If any provision of this 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.

Article 6: I hereby grant permission to Dr. George Matsuda and Diamond Cosmetic Gynecology to use any photographic treatment records for the purposes of clinical and statistical studies without any additional compensation.

I understand that I have the right to receive a copy of this arbitration agreement.

NOTICE: BY SIGNING THIS CONTRACT YOU ARE AGREEING TO HAVE ANY ISSUE OF MEDICAL MALPRACTICE DECIDED BY PRIVATE NEUTRAL BINDING ARBITRATION AND YOU ARE GIVING UP YOUR RIGHT TO A JURY OR COURT TRIAL. I HAVE READ AND UNDERSTAND THIS AGREEMENT FOR ARBITRATION AND THIS WRITING CONSTITUTES THE ENTIRE ARBITRATION AGREEMENT BETWEEN ME AND DR. GEORGE MATSUDA AND DIAMOND COSMETIC GYNECOLOGY.

Print Patient Name: _____ Patient Signature: _____ Date: _____

Witness Name: _____ Witness Signature: _____ Date: _____

Healthcare Provider's Signature: _____ Date: _____